

Prepared by and return to:  
Jessica R. Palombi, Esq.  
Palombi Law, LLC  
780 Fifth Ave. S., Ste. 200  
Naples, FL 34102

**CERTIFICATE OF AMENDMENT**

**THE UNDERSIGNED**, being the duly and acting President of Napa Ridge Villas Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a Special Meeting of the members held on February 7, 2019, where a quorum was present, after due notice, the attached Amended and Restated Declaration of Neighborhood Covenants, Conditions, and Restrictions for Lot 5, The Vineyards Tract F Unit One as recorded in Plat Book 14, pages 96 and 97, Public Records of Collier County, Florida, commonly known and referred to as Napa Ridge Villas with the original Declaration originally recorded in Official Record Book 1353, Page 1457 *et seq.*, of the Public Records of Collier County, Florida were duly approved, adopted, and ratified by the required percentage of the voting interests of the membership at a meeting called for that purpose along with the Amended and Restated Bylaws for Napa Ridge Villas Homeowners Association, Inc. and the Amended and Restated Articles of Incorporation for Napa Ridge Villas Homeowners Association, Inc.

Date: February 7, 2019

Witness

Print Name:

Witness

Print Name:

**NAPA RIDGE VILLAS HOMEOWNERS  
ASSOCIATION, INC.**

By:  
Title:

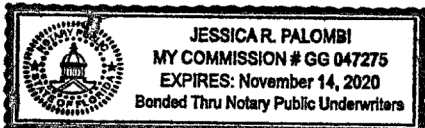
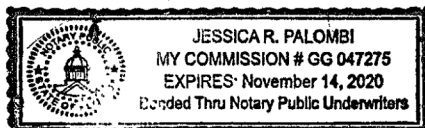
*David R. Sleeper*  
*David R. Sleeper*  
*Bémy Branstetter*  
*Bémy Branstetter*

*Julie Sedgwick*  
*JULIE SEDGWICK*  
*PRESIDENT*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7 day of February, 2019, by Julie Sedgwick, an officer of Napa Ridge Villas Homeowners Association, Inc., a Florida Not-For-Profit Corporation. The before mentioned officer is personally known to me or produced \_\_\_\_\_ as identification.

*Jessica R. Palombi*  
Notary Public  
Printed Name:  
My Commission Expires:



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

**AMENDED AND RESTATED DECLARATION  
OF  
NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR LOT 5, THE VINEYARDS TRACT F UNIT ONE  
AS RECORDED IN PLAT BOOK 14, PAGES 96 AND 97,  
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA**

**COMMONLY KNOWN AND REFERRED TO AS NAPA RIDGE VILLAS**

**KNOW ALL MEN BY THESE PRESENTS** that on May 31, 1988 the original Declaration was recorded in Official Record Book 1353, Page 1457 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter the "Property") is more particularly and legally described in Plat Book 14, Pages 96 and 97 of the Public Records of Collier County, Florida, a copy being attached hereto as Exhibit "A".

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other Ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

All property within Napa Ridge Villas shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Master Covenants, Conditions, and Restrictions for the Vineyards recorded at Official Records Book 1284, Pages 1938 *et seq.* as the same may be amended from time to time ("Master Declaration"). The provisions of this Declaration shall be in addition to the provisions of the Master Declaration.

**1. DEFINITIONS.** The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

**1.1** **"Architectural Review Board" or "ARB"** means the committee established pursuant to Section 6 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 6.

**AMENDED AND RESTATED DECLARATION**

1.2 **"Assessments"** means a share of the funds required for the payment of common expenses and individual expenses which from time to time are assessed by the Association against an Owner, including, but not limited to:

1.2.1 **"Regular Assessments" or "Base Assessments"** means assessments levied for the payment of Operating Expenses as more particularly described in Section 3.4 hereof;

1.2.2 **"Special Assessments"** means those assessments levied by the Association applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board; and

1.2.3 **"Individual Assessments"** means assessments levied against a specific property or properties as more particularly described in Section 3.5 hereof.

1.3 **"Articles" and "Bylaws"** as used herein, means the Articles of Incorporation and the Bylaws of Napa Ridge Villas Homeowners Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively.

1.4 **"Association"** means Napa Ridge Villas Homeowners Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities and for enforcing the governing documents of the Association.

1.5 **"Association Property"** means all supplies, furniture, equipment and any other personal property owned by the Association for the purpose of carrying out the duties of the Association, the Board, the officers or other agents acting on behalf of the Board or Association.

1.6 **"Board"** means the Board of Directors responsible for the administration of Napa Ridge Villas Homeowners Association, Inc.

1.7 **"Common Areas"** means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. Common Areas shall mean all real property located within the Neighborhood, except all Lots. Common Area shall mean and refer to all recreational areas, swimming pools, tennis courts, streets, roads, drainage areas and lakes which are not owned by individual Lot Owners.

1.8 **"Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by

**AMENDED AND RESTATED DECLARATION**

the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the members.

1.9 **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.10 **"Declaration"** means this Declaration as amended from time to time.

1.11 **"Family" or "Single Family"** shall refer to any one of the following:

(A) One natural person.

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

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

1.12 **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time, and the Rules and Regulations.

1.13 **"Guest"** means any person who is not the Owner or a lessee of a Home or a member of the Owner's or lessee's family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.14 **"Home"** means a residential dwelling in Napa Ridge Villas intended for residential use which is constructed on a Lot.

1.15 **"Lease"** means the grant by a residential Owner of a temporary right of use of the Owner's Home or Lot with valuable consideration. Valuable consideration may include, but is not limited to, monetary compensation, exchange of services, or "home swapping".

1.16 **"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 hereinafter defined.

1.17 **"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. Replace means to place again; restore to a former condition after destruction.

1.18 **"Master Association"** means Vineyards Community Association, Inc., a Florida

AMENDED AND RESTATED DECLARATION



corporation not for profit.

1.19 **"Master Declaration"** means that Declaration of Master Covenants, Conditions, and Restrictions for the Vineyards, which are recorded in Official Records Book 1284, at Pages 1938 through 1983, inclusive, of the Public Records of Collier County, Florida, as may be amended and restated from time to time.

1.18 **"Members"** means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.19 **"Occupy"** when used in connection with a Home, means the act of staying overnight in a Home. **"Occupant"** is a person who occupies a Home.

1.20 **"Officer"** means the President, Vice President, Secretary, Treasurer or other office filled by the Board of Directors in accordance with the Bylaws.

1.21 **"Owner"** means the record Owner of legal title to a Lot.

1.22 **"Primary Occupant"** means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two 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 Lot owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "Owner".

1.23 **"Property" or "Community"** means all the real property which is subject to this Declaration.

1.24 **"Rules and Regulations"** means the administrative rules and regulations governing the use, maintenance, management and control of the Common Elements, the Lots and the operation of the Association as adopted by the Board of Directors pursuant to the Bylaws.

1.25 **"Structure"** means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.26 **"Voting Interests"** means the voting rights distributed to the Association members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 **Membership.** Every Owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his Ownership interest, each Owner accepts

**AMENDED AND RESTATED DECLARATION**

his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the Rules and Regulations of the Association, as amended from time to time. The Association shall contain Thirty-Four (34) Lots.

**2.2 Voting Rights.** Voting rights are set forth in the Bylaws of the Association.

**2.3 Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "B".

**2.4 Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "C".

**2.5 Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property it is required or permitted to maintain, and may authorize a licensed and insured management agent to assist the Association in carrying out its powers and duties by performing functions which may include, but are not limited to, the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes, and such other responsibilities as determined by the Board of Directors.

**2.6 Acts of the Association.** Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being a Lot Owner.

**2.7 Powers and Duties.** The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, as may be amended from time to time, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners. The Association also has the power to adopt reasonable rules and regulations to govern the Association provided such rules and regulations do not conflict with any other governing document.

**2.8 Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

**AMENDED AND RESTATED DECLARATION**

**2.9 Purchase of Homes and Lots.** The Association has the power to purchase Homes and Lots in the community in connection with the foreclosure of an Association lien for assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

**2.10 Interests in Real Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above and 3.7 below, the power to acquire, encumber or convey Ownership interests in real property, including recreational facilities, whether or not contiguous with the property, shall be exercised by the Board of Directors only after approval by at least two-thirds (2/3<sup>rd</sup>) of the voting interests of the Association who are present in person or by proxy at a duly called meeting of the members.

**2.11 Disposition of Personal Property.** Any personal property owned by the Association, may be sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Owners.

**2.12 Roster.** The Association shall maintain a current roster of names and mailing addresses of Lot Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

**2.13 Alterations, Improvements, Additions.** The Association, by action of its Board, may make minor and insubstantial alterations and improvements, which alterations and improvements may also be deemed material, to the Association property having a cost not in excess of Twenty-Five Thousand Dollars (\$25,000) or ten percent (10%) of the budget, whichever is less. All other alterations and improvements must first be approved by two-thirds (2/3<sup>rd</sup>) of the voting interests who are present in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or improvement may be made to the Association property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of his Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Maintenance shall not require a membership vote regardless of whether the cost thereof exceeds the monetary thresholds herein.

**3. ASSESSMENTS.** The provisions of this section shall govern assessments payable by all Owners of Lots, for the common expenses of the Association not directly attributable to one of the Lots. It shall also govern assessments payable by single Lots as "Individual Assessments" for expenses directly attributable to one of the Lots.

**3.1 Covenant to Pay Assessments.** Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any improved or unimproved Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

## AMENDED AND RESTATED DECLARATION

- (A) The Lot Owner's share of annual assessments based on the annual budget adopted by the Board of Directors of the Association;
- (B) The Lot Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;
- (C) Any charges properly levied against individual Lot Owner(s) ("Individual Expense Assessments") without participation from other Owners, including but not limited to, charges for maintenance, repairs, or replacements furnished to a specific Lot or Lots and fines, which amounts may also accrue interest, late fees, or attorneys' fees as permitted by law.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.12 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional First Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law. If the Association obtains Ownership of a Lot through a foreclosure proceeding or otherwise, the Association shall not be responsible for assessments on said Lot and shall not be considered a subsequent Owner of the Lot for purposes of collection under this section.

**3.2 Purposes of Assessments.** The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents in Napa Ridge Villas; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the Common Areas;
- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; and
- (C) for operation maintenance, and replacement of any Surface Water Management System.

#### AMENDED AND RESTATED DECLARATION

**3.3 Share of Assessments, Base, Special and Individual Expense.** The Owners of each Lot shall be liable for a proportionate share of the quarterly base and special assessments levied by the Association for common expenses of the Association. All monetary fines assessed against an Owner pursuant to the governing documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the governing documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

**3.4 Base Assessments.** The Base Assessment levied by the Association shall be collected by the Board and shall be used for the purpose of promoting the health, safety and welfare of the residents in Napa Ridge Villas, which may include, but shall not be limited to, the following:

(A) Improvements, maintenance and repair of the Common Areas, including, but not limited to, the cost of maintaining:

1. All landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas or on the Lots;
2. All equipment and facilities owned by, leased by, or acquired by the Association located on the Common Areas or recreation areas, if any;
3. Walls, fences, signs, street lights and fountains located on the Common Areas;
4. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common areas and utility easements;
5. Painting of fences and walls that are part of or appurtenant to improvements constructed on the Common Areas;
6. Maintenance and repair of electrical lighting, and other necessary utility services for the Common Areas and non-potable water to service the sprinkler system in the Common Areas and on all of the Lots;
7. All parking areas located on the Common Areas.

(B) Operation, repair and maintenance of any Surface Water Management System;

(C) Hiring professional advisors, management companies and payment of management fees and charges;

(D) Maintaining casualty insurance covering the full insurable replacement value of the Common Areas with extended coverage;

(E) Maintaining liability insurance insuring the Association against any and all liability

**AMENDED AND RESTATED DECLARATION**

to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually, and increased or decreased in the discretion of the Association;

(F) Maintaining flood insurance as deemed necessary by the Board and in an amount in the sole discretion of the Board.

(G) Maintaining worker's compensation insurance to the extent necessary to comply with the Florida Statutes and any other insurance deemed necessary by the Board;

(H) Acquiring equipment for the Common Areas as may be determined by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

(I) Any other materials, supplies, equipment, labor management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas for the benefit of the Owners, or for the enforcements of these restrictions;

(J) Establishments of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

(K) Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas.

**3.5 Individual Assessments.** In addition to other Assessments, the Association shall have the power to levy Individual Assessments against a particular Lot in accordance with the following provisions;

(A) To cover the costs, including the overhead and administrative costs of providing service to one or more Lots upon request by the Owner(s) thereof pursuant to any special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service.

(B) To cover costs incurred in bringing the Lot into compliance with this Declaration or any Rules and Regulations, or any other governing document of the Association, as the same may be amended from time to time, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests.

**3.6 Lien.** The Association has a lien on each Lot for unpaid past due Association assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees

**AMENDED AND RESTATED DECLARATION**

incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien is satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.7 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a Lot for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

**3.8 Priority of Liens.** The Association's lien for unpaid charges, assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Records and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

**3.9 Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying a Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided in Section 9.9 below.

**AMENDED AND RESTATED DECLARATION**

**3.10 Acceleration.** If any special assessment or installment of a regular assessment becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice.

**3.11 Certificate as to Assessment, Estoppels.** Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the estoppel letter.

**3.12 Mortgage Foreclosure.** Unless otherwise provided by law, if an institutional first mortgagee of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of common expenses or assessments and all other amounts owed to the Association and attributable to the Lot, or to the former Owner of the Lot, which came due prior to the first mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due assessments, interest, late fees, attorney fees, costs, and fines due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his Ownership.

#### **4. EASEMENTS.**

**4.1 Appurtenant Easements.** Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their guests, lessees and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other Owners of Lots, their guests, lessees and invitees, subject to the provisions of this Declaration.

**4.2 Easements for Utilities and Services.** For the purpose of performing their authorized services and investigations, ingress and egress over and across the Property is hereby granted to: (i) police and other authorities of law; (ii) United States mail carriers; (iii) fire protection agencies;

### **AMENDED AND RESTATED DECLARATION**



(iv) representatives of public utilities, including, but not limited to, telephone, water and electricity and other utilities authorized by the Association; (v) any other such persons as the Association, from time to time, may designate. The property shall be subject to such easements for utilities as may be required to properly and adequately serve the Property as it exists from time to time. Said easements, whether heretofore or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provision of these Protective Covenants, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of these Protective Covenants.

**4.3 Drainage and Utility Easements.** No structures, trees, or shrubs shall be placed on any drainage or utility easement, except at the risk of the Lot Owner, or unless a landscape easement is provided along with the drainage easement or utility easement, although any planting in a drainage or utility easement under such condition will remain at the risk of the Lot Owner. Further, no structures, trees or shrubs shall be placed on any drainage easement which may materially obstruct or retard the flow of water or change the direction thereof. Further, should any such plantings be deemed by the Association or any governmental entity having jurisdiction thereover to interfere with drainage as described above, the costs of removal of all or any portion of such plantings shall be at the Lot owner's sole cost and expense.

**4.4 Perpetual Nonexclusive Easement to Public Ways.**

(A) The walks, streets, and other rights-of-way located upon the Common Property now or hereinafter located within Napa Ridge Villas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of all of the Lot Owners in Napa Ridge Villas now or hereafter existing, for the use of Lot Owners, and for the use of their family members, guests, invitees, or lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Property and all easements over and upon same.

(B) Notwithstanding anything contained herein to the contrary, if ingress or egress to a Lot is through the Common Property, any conveyance or encumbrance of such Common Property is subject to the Lot Owner's easement for access.

**4.5 Easements for Encroachments.** All of the Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Common Property or improvements contiguous thereto or caused by inaccuracies in the building or rebuilding of such improvements or caused by changes in the building design or site plan provided such changes have been approved by the appropriate governmental authorities. The above easements shall continue until such encroachments no longer exist.

**AMENDED AND RESTATED DECLARATION**

**4.6 Right of Association to Enter.** An easement(s) for ingress, egress and access shall exist in favor of the Association, and all agents, employees, or other designees of the Association to enter upon any portion of the Property for the purpose of inspecting any improvements or fulfilling the rights, duties, and responsibilities of Ownership, administration, maintenance and repair of a Lot Owner. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the Association to maintain, repair, or construct any Home or other improvement which the Lot Owner is required to maintain, construct or repair.

**4.7 Drainage Easements.** An easement(s) for the installation, maintenance, construction and repair and water management and drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and for water retention, irrigation, drainage and water management purposes in compliance with all applicable governmental requirements. No structure, planting or other material shall be placed or permitted to remain or alteration made to the easement area which may materially change the direction of flow, or drainage channels in the easement, or which may materially obstruct or retard the flow of water through drainage channels in the easement without the prior written consent of the applicable governmental authorities. The easement area on each portion of the Property and any Improvements in it shall be maintained continuously by the Owner of such portion of the Property in ecologically sound condition, except for those improvements for which a public authority or utility company is responsible. In the event the applicable governmental authority and/or the Association is not satisfied with the maintenance of the Drainage Easement areas, such entities shall have the right to perform such maintenance and charge the Owner of the property for such maintenance.

**4.8 Plat.** All easements indicated on the Plat for Napa Ridge Villas shall be incorporated into this Section.

**4.9 Subordination.** Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

**4.10 Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;
- (B) the right of the Association to impose Rules and Regulations governing the use of the Common Areas and Association property as further provided in Section 7 of the Bylaws;
- (C) the right of the Association to a non-exclusive easement over, across and through each

**AMENDED AND RESTATED DECLARATION**

Lot as necessary to meet the Association's maintenance responsibilities; and

(D) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that at a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days written notice was sent to each Member, the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer.

4.11 Notwithstanding anything to the contrary contained herein, the Board has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the common area or Association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Areas located within Napa Ridge Villas including the landscaping, and electrical fixtures serving the Common Areas. The Association shall also have the following responsibilities:

(A) Landscaping. The Association shall care for and maintain the planted lawn area of each Owner's Lot together with the portion of any Lot subject to a drainage or access easement. The care and maintenance of the planted lawn area shall consist of lawn mowing, edging driveways and front entry walks, fertilizing and insecticide spraying, as well as the purchase of the materials to carry out these functions. The cost shall be a common expense. The Association shall be responsible for irrigation. Nothing hereinstated shall be construed as making the Association responsible for maintaining any part of the structural residence on an Owner's Lot.

5.2 Owner Maintenance. The Lot Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair, and replacement responsibility of the following:

(A) The Home, structure and all structural components, including driveways, entry doors, garage doors, roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the Home.

(B) The complete interior of the Home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

AMENDED AND RESTATED DECLARATION

(C) Maintenance, repair or replacement of all interior and exterior painting. All exterior painting must be in compliance with and approved by the Architectural Review Board.

(D) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes serving the individual Lot whether located on the Lot or the Common Areas.

(E) All electricity installations and water and sewer lines and installations serving Individual Lots including but not limited to potable and non-potable water lines from the shut-off valve and serving the individual Lot. Irrigation lines and systems shall be specifically excluded from Owner maintenance with the Association being responsible for ordinary maintenance, repair, and replacement of irrigation lines and systems.

(F) Any modifications, alteration, installation or addition to the Lot made by the Lot Owner or his predecessors in title with Board approval including but not limited to, any decks, concrete pads, or other paved surfaces. The Lot Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(G) Maintenance, Repair, Replacement, and cleaning of the walkway or driveway from the residence to the roadway providing access to such residence.

(H) Maintenance, Repair, Replacement, and cleaning of the roofs.

(I) Any maintenance responsibility that is not the responsibility of the Association as set forth in Section 5.1 above.

(J) Unimproved Lots shall be kept in a neat and well maintained condition at all times, free from debris and rubbish and regularly mowed.

**5.3 Party Walls.** Each wall which is built as part of the original structure of Napa Ridge Villas and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding the party walls and liability for property damages due to negligence or willful acts or omissions shall apply thereto. The following shall also apply to party walls:

(A) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(B) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, the other Owner shall contribute to the cost of restoration thereof in proportion to such

**AMENDED AND RESTATED DECLARATION**

use without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability or negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of, or to the exclusion of any rights afforded to the Neighborhood Association elsewhere under this Neighborhood Declaration.

- (C) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (D) The rights of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

**5.4 Enforcement of Maintenance.** If the Owner fails to maintain his Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner but only after ten (10) days written notice of intent to do so, and/or levying fines against the Lot Owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an Individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

**5.5 Negligence; Damage Caused by Condition on Lot.** Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of the Common Areas, other Homes or Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees. Any maintenance, repair, or replacement provided for in this paragraph may be made by the Association if the Owner fails to timely perform the maintenance, repair, and replacement, and any expenses so incurred by the Association shall be billed directly to the Owner of the Lot responsible for such services that are provided, and shall be an Individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

## **6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**6.1 Improvements Requiring Approval.** No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, change of roof, or other work which in any way alters the exterior appearance of any structure or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan,

**AMENDED AND RESTATED DECLARATION**

and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. The ARB has discretion to approve or disapprove alterations based on purely aesthetic reasons, objections from neighboring Lots, or other reasons as determined in the sole discretion of the ARB or Board of Directors. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved according to these same requirements.

**6.2 The ARB.** The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) persons, who shall be members of the Association and may be members of the Board of Directors. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

**6.3 Powers and Duties.** The ARB shall have the following powers and duties:

- (A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Provided, however, that the Board of Directors may also modify or amend the Architectural Planning Criteria upon its own motion without the need for a recommendation from the ARB. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

## AMENDED AND RESTATED DECLARATION

- (B) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any Lot, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- (C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any Lot. Evidence of approval by the ARB may be made by a certificate, in recordable form, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon such second review of any such decision shall in all events be dispositive.
- (D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced.
- (E) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice, the approval of the ARB may be denied. Once the delinquent assessment, fine or other charges are paid or the violation is corrected, the Board may require that the Owner submit a new application to the ARB.

**6.4 Variances.** The ARB may recommend variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require, which must be signed by at least two (2) members of the ARB. The recommendation shall be submitted to the Board for final approval of any variance and the Board shall make its final decision within twenty (20) days of the ARB recommendation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred nor shall

#### AMENDED AND RESTATED DECLARATION

any selective enforcement by the Association be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**6.5 Non-liability of ARB Members.** Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition based on the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, similar features, and other standards approved by the ARB, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**6.6 Building and Site Restrictions.**

(A) **Setbacks.** In the absence of local laws governing setbacks in the community, the following setback lines shall control the location of the principal and accessory structures from the boundary line of the parcel on which construction occurs:

- a. Front Yard Setback (Principal and Accessory)- Fifteen (15) feet;
- b. Side Yard Setback (Principal) – Zero (0) to Five (5) feet;
- c. Rear Yard Setback (Principal) – Fifteen (15) feet;
- d. Side Yard Setback (Accessory) – Zero (0) to Five (5) feet;
- e. Rear Yard Setback (Accessory) – Five (5) feet.

For purposes of this provision, principal structures shall include single-family units, single-family attached and semi-attached units, multi-family units, community buildings and similar structures. Accessory structures shall include, but not be limited to, attached and detached garages, swimming pools, and swimming pool enclosures.

(B) **Minimum Square Footage.** All homes shall contain a minimum of Twelve Hundred (1,200) square feet of total enclosed living area. Enclosed living area means the total enclosed floor area within the horizontal dimensions of each legal of a home excluding garages, terraces, non-air conditioned storage areas, decks and porches.

(C) **Height.** No home or structure shall exceed Thirty (30) feet in height above finished floor elevation of the first habitable floor area.

**AMENDED AND RESTATED DECLARATION**



- (D) **Garages, Carports, and Storage Areas.** A minimum of two (2) parking spaces per Dwelling Unit shall be located within an attached garage. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the Home.
- (E) **Roofs.** Roofs shall have a minimum 5:12 slope and shall be constructed of barrel tile. In the event that some new, attractive material for roofing surfaces is discovered or invented, the Association may, in its sole discretion, approve the use of such new materials. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

**7. USE RESTRICTIONS.**

The following rules and standards apply to Napa Ridge Villas and shall be enforced by the Association pursuant to Section 12 hereof or as otherwise permitted herein or by law.

**7.1 Lot.** Each Lot shall be occupied by only one family at any time. Each Lot shall be used as a living unit and for no other purpose. However, “no impact” or “low impact” home based business in and from a Lot is allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered “impact” businesses are businesses or commercial activity or ventures that create excessive customer traffic to and from the Lot, create noise audible from outside the Lot, or generate fumes or odors noticeable outside the Lot, including but not limited to, a day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited.

**7.2 Minors; Operation of Motor Vehicles on Common Area.** All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver’s license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area unless said person is under the direct supervision of another person that has a valid, current driver’s license.

**7.3 Pets.**

No animals of any kind shall be raised, bred or kept within Napa Ridge Villas for commercial purposes. Owners may keep domestic pets, limited to dogs, cats, fish, or birds, as permitted by Collier County ordinances and in accordance with this section and the Rules and Regulations established by the Board from time to time, such Rules and Regulations may include, but are not limited to, limits on the number and size of pets.

- (A) No more than (2) pets, excluding fish, may be kept or harbored within an Owners Lot and only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored within a Lot is a nuisance shall be

**AMENDED AND RESTATED DECLARATION**

conclusive and binding on all parties and the Board may require removal of such pet.

- (B) All pets shall be walked on a leash. No pet or animal shall be “tied out” on the exterior of the Lot or in the Common Areas, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Lot.
- (C) Any person walking the pet or the Owner shall clean up all matter created by the pet.
- (D) Each Owner shall be responsible for the activities of its pet. Each Owner agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the Owner having any animal in Napa Ridge Villas.
- (E) Certain specific breeds of dogs with reputations for being dangerous and/or life threatening shall not be kept or harbored in the community. Specifically, Pit Bulls and/or Rottweilers are considered a vicious breed of dog and to have life threatening reputations and neither will be permitted in the community. Other breeds may be prohibited in the sole and absolute discretion of the Board if the Board determines said breed is dangerous or aggressive. Any Owner who has in his actual possession, harbors or keeps a vicious breed of dog and which is considered to have life threatening reputations in the reasonable estimation of the Board of Directors, prior to the effective date of this Amendment and, who otherwise adheres to the remainder of this restriction, shall be permitted to be grand-fathered in and continue to be kept or harbored in the community until the dog’s death or other departure from the community.
- (F) The Board may; however, require the removal of any pet, regardless of its type or breed, which it deems to be an actual or potential harm to any resident, tenant, guest or licensee. Upon the determination by a majority of the Board that a pet poses an actual or potential harm to others, the Owner of the pet shall cause the pet to be removed from Napa Ridge Villas as directed by the Board.
- (G) When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of giving of the notice.
- (H) The Homeowners’ Association may at its sole and absolute discretion require registration of all pets with the Association.
- (I) Any pet that does not comply with this Section 7.3 but that is kept in Napa Ridge Villas prior to the date of the adoption of this Declaration shall be grandfathered under this Section and permitted to remain within Napa Ridge Villas until such time as the pet is required to be removed as a result of: posing actual or potential harm to any resident, tenant, guest or licensee; the pet’s death, or the transfer of the Lot.

**AMENDED AND RESTATED DECLARATION**

**7.4 Nuisances.** No Owner shall use his Lot, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Lot, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Lot shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

**7.5 Signs.** No sign, advertisement or notice of any type shall be displayed in Napa Ridge Villas with the exception of open house signs which may only be displayed between the hours of 9am and 6pm on the day of the open house.

**7.6 Unauthorized Structures.** No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the prior approval of the ARB and written consent of the Homeowners' Association. No swing sets, basketball backboards, sandboxes or other such equipment shall be erected or permitted to remain on any Lot or the Common Areas.

(A) **Artificial Vegetation.** No artificial grass plants or other artificial vegetation or rocks or other landscape devices shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB and the Board of Directors.

**7.7 Motor Vehicles and Boats.** No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than eight (8) hours unless the vehicle is on the premises to provide services to an Owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. The Board may adopt rules and regulations from time to time consistent with this paragraph and including, but not limited to, regulations regarding size, weight, type, and place and manner of operation and parking of vehicles in the Association.

## AMENDED AND RESTATED DECLARATION

The Association is authorized to tow or place a disabling “boot” on any vehicle violating this Section 7.7, the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

**7.8 Driveways and Parking Areas.** All driveways and parking areas shall be covered with concrete or paving tiles.

**7.9 Parking.** No parking on the streets is permitted, unless approved in advance by the Association. The Board of Directors may delegate to a Director or the Community Association Manager, the authority to approve or deny temporary parking on the street(s). In the event that the Association approves a request for temporary parking on the street(s), vehicles shall park on the side of the street of the Home that they are visiting and shall park in front of that respective Lot, if possible. No vehicle may block the entrance to any driveway or roadway. The Association is authorized to tow or place a disabling “boot” on any vehicle violating this Section 7.9, the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

**7.10 Landscaping.** All areas of Lots not covered by structures, walkways or paved parking facilities shall be maintained by the Association as lawn or landscaped areas to the roadway edge of any abutting streets and to the waterline of any abutting canals or water management areas. Stone, gravel or paving may not be used as a substitute for grass in a lawn. All lawn and landscaping shall be completed at the completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency. Any landscaping that is the responsibility of the Owner including, but not limited to new plantings, flower beds, and removal of dead plants, shall be maintained and replaced, as necessary, by the Owner in a well-groomed manner. Such grooming shall include, but not be limited to, regularly cutting, trimming, watering and fertilizing.

**7.11 Removal of Sod and Shrubbery; Alteration of Drainage, Etc.** No improvements (including, but not limited to, driveways, pools, fences and landscaping) and no sod, top soil, muck, trees, or shrubbery shall be removed from Napa Ridge Villas and no change in the condition of the soil or the level of land of any area of Napa Ridge Villas shall be made which would result in any permanent change in the flow or drainage of surface water within Napa Ridge Villas without prior written consent of the ARB and Board of Directors.

**7.12 Antenna and Ariel.** No antennae, satellite dish, aerials or the like shall be placed upon Napa Ridge Villas (unless contained within a Home and not visible from outside the Home), except as may be required in connection with the provision of a cable television or master antennae system servicing Napa Ridge Villas. No solar collector panels shall be installed on any Home unless the location, design and appearance thereof has been approved in writing by the ARB and Board of Directors.

**AMENDED AND RESTATED DECLARATION**

**7.13 Fences.** No fences shall be installed on Owner's Lots within Napa Ridge Villas.

**7.14 Garbage and Trash.** Each Lot Owner, tenant, guest, or occupant shall regularly pick up all garbage, trash, refuse or rubbish around his Lot, and no Lot Owner, tenant, guest, or occupant shall place or dump any garbage, trash, refuse, or other materials on any other portions of Napa Ridge Villas, including any Common Property or any property contiguous to Napa Ridge Villas. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Home in order to be collected may be placed and kept at the curb after 5:00 pm on the date before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick-up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All trash containers shall be approved by the ARB. All trash containers shall be stored inside a home or garage and kept in a clean and sanitary condition. No obnoxious or offensive odors shall be permitted.

**7.15 Garages.** All garages shall be limited to a capacity sufficient to house no fewer than two, no more than three, automobiles. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space without the consent of the ARB. All garage doors should remain closed when vehicles are not entering or leaving the garage or the Owner is absent from the garage.

**7.16 Mining, Drilling or Excavation.** There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within Napa Ridge Villas. Activities of the Association in dredging, excavating, or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps for sprinkler systems be deemed a Mining Activity.

**7.17 Subdivision and Partition.** No Lot shall be subdivided without the prior written consent of the ARB and Board of Directors.

**7.18 Window Décor.** All draperies, curtains, shades or other window or door coverings installed within a Home which are visible from the exterior of the Home shall have a white or beige backing.

**7.19 Utility Lines.** All telephone, electric, water, sewer, television, and fuel lines and pipes or other distributors must be underground from the Lot line to the use connection.

**7.20 General.**

(A) No towels, garments, rugs, etc., may be hung from windows or other parts of the Homes or Lots.

(B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall

**AMENDED AND RESTATED DECLARATION**

be permitted to grow or remain upon any part of the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. Vacant Lots shall be cleaned, seeded and then maintained in a well-kept condition at all times.

- (C) No obnoxious or offensive activity shall be carried on within Napa Ridge Villas or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents.
- (D) No fences or walls shall be permitted on any portion of a Lot except for fences maintained by the Homeowners' Association or approved in writing by the ARB then by the Board of Directors.
- (E) All outdoor hoses, including but not limited to lawn and garden hoses, shall be screened from street view.
- (F) Where possible, all gas tanks must be stored below ground, including but not limited to gas tanks for swimming pool heaters and gas tanks for hot tubs. All gas tanks which cannot be stored below ground must be adequately screened to minimize visual impact. Any plan to store gas tanks below ground or to screen gas tanks from view must first be submitted to the ARB for approval.
- (G) No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Lot Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement.
- (H) An Owner's right of use and enjoyment of the common areas of the facilities are expressly limited to the members of his family who physically reside on the property, his guests, tenants, and invitees. A responsible adult shall accompany and supervise the actions of all his or her minor children when using community property.
- (I) No ham radios or radio transmission equipment shall be operated or permitted to be operated within Napa Ridge Villas without the prior written consent of the ARB.

**7.21 Air Conditioning Units.** No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be located on the said of the Home which it serves and shall be adequately screened to prevent their being viewed from any street.

**7.22 Holiday Décor.** The Board of Directors may adopt reasonable rules and regulations governing displaying of holiday décor or other exterior décor including, but not limited to, rules and regulations governing the location, size, and length of time for such display.

**AMENDED AND RESTATED DECLARATION**

**7.23 Lawn Décor.** The Board of Directors may adopt reasonable rules and regulations governing displaying of lawn décor or other exterior décor.

**7.24 Laundry Drying.** The Board of Directors may adopt rules and regulations restricting the location of any outdoor drying of laundry. Laundry may not be not hung to dry in any open garages or front yards.

**7.25 Hurricane Shutters.** All Hurricane Shutters shall be of a style, type, material, and color as determined by the Architectural Review Criteria.

**7.26 Guests.** The Board of Directors may adopt additional rules regarding Guest occupancy, including, but not limited to, limitations regarding number of Guests permitted to occupy the unit at the same time, length of Guest stay, number of occasions for Guest occupancy, Guest occupancy limitations when the Owner is not in residence, notice or approval requirements to the Association advising of Guest occupancy, and fees payable to the Association for registration or approval of Guests.

**7.27 Compliance with Local Laws.** Owners must comply with all local laws and ordinances including state and county laws and ordinances. Owners must comply with all posted speed limits. Violation of any law or ordinance shall be deemed a violation of this Declaration and the Association may pursue all enforcement remedies herein.

**8. INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**8.1 Association; Required Coverage.** The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following provisions:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner.
- (C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, including golf carts, when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

**AMENDED AND RESTATED DECLARATION**

(D) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(E) Directors, Officers, and approved committee liability coverage.

**8.2 Duty to Insure.** Each Lot Owner is responsible for insuring the real and personal property within his own Lot. Each Owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

**8.3 Duty to Reconstruct.** If any Home or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within thirty (30) days from the date that such damage or destruction occurred, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may, based on its sole and exclusive discretion, extend the time periods for reconstructions contained herein.

**8.4 Failure to Reconstruct.** If any Lot Owner fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.3 above, the Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot to secure payment.

**8.5 Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

**8.6 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and

**AMENDED AND RESTATED DECLARATION**



Lot Owners.

**8.7 Description of Coverage's.** A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Lot Owners or their authorized representatives upon request.

**8.8 Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Lot Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

**8.9 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Lot, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Lot(s), except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

**8.10 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: the proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Lot Owners and their mortgagees being paid jointly to them.

**8.11 Association as Agent.** The Association is hereby irrevocably appointed as agent for each Lot Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Homes, Lots, or Common Areas.

**8.12 Damage to Common Areas.** Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the

**AMENDED AND RESTATED DECLARATION**

damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot Owners for the deficiency. Such special assessments need not be approved by the Lot Owners. The special assessment shall be added to the funds available for repair and restoration of the property.

9. **LEASING OF HOMES.** In order to foster a stable residential community, the leasing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. An Owner may lease only his entire Home, and then only in accordance with this Section, after receiving the approval of the Association. No room rental, subleasing, or assignment of lease rights by the Lessee or Owner is allowed. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Home that was not approved under the existing lease of the Home.

9.1 **Lease Procedures.**

(A) **Notice by the Owner.** An Owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least 30 days prior to the first day of occupancy under the lease together with the name, telephone number, and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a credit report, background check and proof of lawful residency. The Board may require a personal interview with any lessee, proposed occupant and his or her spouse, if any, as a pre-condition to approval. The Board may also determine the form of the application for approval of leases. The applicant must sign for having received copies of the rules and regulations of the Association. The Association may charge the Owner a preset fee for processing the application, such fee to be determined by the Board and not to exceed the maximum amount allowed by law and a separate fee may be charged for each person who is intending to occupy the Home except that a single fee may be charged to a husband and wife and no extra fee may be charged for minor children. The Association may require that the Owner or Lessee obtain a credit report or background check from an Association approved vendor or may charge the Owner or Lessee a separate fee for obtaining a credit report or background check.

(B) **Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole

**AMENDED AND RESTATED DECLARATION**

Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the Owner is delinquent in the payment of assessments, fines or other charges or is in violation of any covenants, rules or regulations at the time the application is considered;
2. the Owner has a history of leasing his Home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Home;
3. the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
4. the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
7. the prospective lessee evidences a strong possibility of financial irresponsibility;
8. the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
9. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or required application or transfer fees and/or security deposit is not paid.
10. the Owner fails to give proper notice of his intention to lease his Lot/Home to the Board of Directors.

**9.2 Term of Lease and Frequency of Leasing.** No Lot/Home may be leased more often than two (2) times in any calendar year, with the minimum lease term being three (3) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine

**AMENDED AND RESTATED DECLARATION**

in which year the lease occurs. No lease may be for a period of more than nine (9) months, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. The intent of this section being to prohibit annual leases. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

**9.3 Exceptions.** Upon written request of a Lot Owner, the Board of Directors may approve one additional lease of the Lot/Home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

**9.4 Occupancy During Lease Term.**

(A) When a Home has been leased, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.9, above.

(B) The Board of Directors may adopt additional rules regarding Guest occupancy during a lease term, including, but not limited to, limitations regarding number of Guests permitted to occupy the unit at the same time, length of Guest stay, number of occasions for Guest occupancy, and notice requirements to the Association advising of Guest occupancy.

**9.5 Occupancy in Absence of Lessee.** If a lessee absents himself from the Home for any period of time during the lease term, his family authorized to occupy the Home by Section 9.4 above who are already in residence may continue to occupy the Home and may have house guests subject to all the restrictions in Section 9.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

**9.6 Regulation by Association.** All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, and whether specifically expressed in such agreement or not. The Association may file suit to evict any tenants in its own name, and without consent of the Owner, in the event that any lessee violates the provisions of the governing or the rules and regulations of the Association. In such cases, the Owner and the lessee shall be jointly and severally liable for all attorney fees and costs, including those incurred prior to the filing of the lawsuit.

**9.7 Fees and Deposits for the Lease of Homes.** Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the Home except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may, upon approval of a resolution by

**AMENDED AND RESTATED DECLARATION**

the Board of Directors to such affect, also require a security deposit to protect against damage to the Common Area or Association property.

**9.8 Unapproved Leases.** Any lease of a Home not approved pursuant to this Section 9 shall be void and unenforceable unless subsequently approved by the Board. The Board shall have the right to evict any unapproved occupants and lessees on seven (7) days' notice, without securing consent to such eviction from the Owner.

**9.9 Collateral Assignment of Rents.** In the event an Owner is in default in payment of any monetary obligation owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon written demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with Section 3.9 of this Declaration until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority granted in this Section is in addition to any authority granted by law.

**10. TRANSFER OF OWNERSHIP OF LOTS** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Homes, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership of a Lot shall be subject to the following provisions: NOTE: Any person who was not approved as part of the conveyance to the present Lot Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an Ownership interest in the Lot.

**10.1 Forms of Ownership.**

(A) A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-Ownership of Lots is permitted. If the co-Owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupant shall be treated as a transfer to Ownership by sale or gift subject to the provisions of this Section 10. No more than one such change will be approved in any 12 month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used

as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or a vacation club.

(C) Ownership by Corporations, Partnerships or Trusts. A 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 elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as a Lot Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person to be the "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupants shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 10. No more than one such change will be approved in any 12 month period.

(D) Designation of Primary Occupant. If any Owner fails to designate a primary occupant when required 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.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 10.2 below. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of the Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 10.1(B), above.

## **10.2 Transfers.**

(A) Sale or Gift. No Lot Owner may transfer a Lot or any Ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Lot Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 10.3(A) (2) below.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 10.3 below.

## **AMENDED AND RESTATED DECLARATION**

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) Lot Owners, or to the President, Vice President or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

### 10.3 Procedures.

#### (A) Notice to Association.

1. Sale or Gift. An Owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his Ownership and submit 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 or use rights until and unless approved by the Board, but may sell or lease the Lot following the procedures in this Section or Section 9.
3. Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove 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 Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within 20 days after receipt of the required notice and all information or interview requested, or not later than 60 days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an officer or authorized representative of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

**AMENDED AND RESTATED DECLARATION**

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. The following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval has been convicted of 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;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in this community as a guest, tenant, Owner or occupant of a Home;

(f) The person 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.

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

(h) The person seeking approval is delinquent in the payment of assessments, fines or other charges or is in violation of any of the covenants, rules or regulations at the time the application is considered.

**10.4 Exception.** The provisions of Sections 10.2 and 10.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, but shall apply to the acquisition of title by any other person without regard to how the title was acquired.

**10.5 Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved

**AMENDED AND RESTATED DECLARATION**



pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**10.6 Fees and Deposits Related to the Sale of Lots.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot except if such persons are spouses. The Association may also require that each person who will be obtaining an interest in the Lot provide a credit report or background check from an approved vendor, or the Association may charge a separate fee for obtaining a credit report and criminal background check for each person who will be obtaining an interest in the Lot. Whenever the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association shall also charge a Capital Contribution fee in the amount of one thousand dollars (\$1,000) to be paid prior to or at the time of closing.

## **11. AMENDMENTS; TERMINATION.**

**11.1 Duration.** The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least sixty percent (60%) of all Owners of Lots and sixty percent (60%) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

**11.2 Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the voting

**AMENDED AND RESTATED DECLARATION**

interests of the Association present in person or by proxy at a duly called meeting of the members of the Association at which a quorum exists and for which proper notice has been given. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

## 12. ENFORCEMENT; GENERAL PROVISIONS.

**12.1 Enforcement.** Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, conditions or restrictions herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

**12.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Lot under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other 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 Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

**12.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any Owner, or the Association against:

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

**12.4 Attorney Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Lot Owner, officer, Director or the Association to comply with the requirements of the

AMENDED AND RESTATED DECLARATION

law, or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

**12.5 Home Owner Approval of Association Action.** Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain majority approval of the member preset in person or by proxy at a duly called meeting of the membership prior to the payment or contracting for legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (A) the collection of Assessments;
- (B) the collection of other charges which Lot Owners are obligated to pay pursuant to the Community Documents;
- (C) the enforcement of the use and occupancy restrictions contained in the Community Documents;
- (D) the enforcement of the restrictions on the sale and other transfer of Lots contained in the Community Documents;
- (E) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of a majority of the Owners); or
- (F) filing a compulsory counterclaim.

**12.6 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**12.7 Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed (including electronic mailing for those members consenting to receive notice by electronic mail), with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's Lot. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

**12.8 Fines; Suspension of Use Rights.**

- (A) Compliance. Every Owner and his tenants, guests, invitees and agents shall comply with this Declaration and any and all rules and regulations as may be adopted from time to time by the Board of Directors.

**AMENDED AND RESTATED DECLARATION**

(B) Enforcement Procedure. Failure to comply with the terms hereof shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, fines, suspension of use rights in the Common Areas and facilities, suspension of voting rights or any combination thereof.

(C) Fines; Suspensions. Pursuant to Section 8 of the Bylaws, the Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees as provided in the Bylaws.

(D) Suspension of Voting Rights. In addition to other remedies provided for herein, the Association may suspend the Common Area use rights and/or voting rights of a member for the non-payment of assessments that are delinquent in excess of ninety (90) days.

**12.9 Severability.** Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Amended and Restated Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

**12.10 Interpretation; Disputes.** The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

**12.11 Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

**12.12 Use of Singular and Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**12.13 Headings.** The headings used in the governing documents are for reference purposes only,

**AMENDED AND RESTATED DECLARATION**

and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**13. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:**

**13.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;**

**13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.**

**13.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

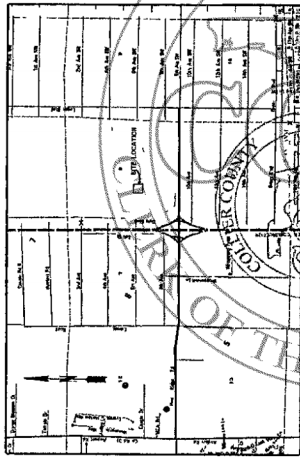
**13.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.**

**13.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

**AMENDED AND RESTATED DECLARATION**

# THE VINEYARDS TRACT F - UNIT ONE

## A SUBDIVISION OF ALL OF TRACT 14, PAGES 67 THROUGH 74, PUBLIC AS RECORDED IN PLAT BOOK 14, FOLIOS 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA



### GENERAL NOTES:

- 1) INDICATES PERMANENT RESERVING EASEMENT (P.R.E.)
- 2) INDICATES PERMANENT RESERVING EASEMENT (P.R.E.)
- 3) INDICATES SET BACK FROM P.R.E. AS RECORDED TO 3322'
- 4) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF
- 5) ALL DIMENSIONS ON CURVES ARE ARC LENGTH UNLESS NOTED OTHERWISE ALL
- 6) INDICATES EASEMENT
- 7) INDICATES UTILITY EASEMENT
- 8) INDICATES EASEMENT
- 9) INDICATES EASEMENT
- 10) BEARING SHOWN HEREON REFER TO A BEARING OF 3 30-00-47 W ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 90 AS SHOWN ON THE PLAT
- 11) PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, VOLUME 1982, PAGE 1027 TO A PART OF 1027 PER DESCRIBES THE AVERAGE PITCH ELEVATION IN FEET TO A HIGH OF 127.0 PER DESCRIBES THE AVERAGE PITCH ELEVATION IN FEET ENTIRELY WITHIN THE AREA OF 100-FOOT WIDE EASEMENT IS
- 12) ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC CONTROL DATUM JAN 3 1985. ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC CONTROL DATUM

DEEDS AND EASEMENTS  
NOW ALL AND THESE PRESENTS THAT JOSEPH G PROCCO AND MICHAEL J PROCCO THE OWNERS OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS PLAT TO BE MADE AND DOES HEREBY DEDICATE AS FOLLOWS:

- 1) ALL ROAD RIGHTS-OF-WAY, SAME BEING SHOWN AS TRACT "N", TO COLLIER COUNTY FOR PUBLIC PURPOSES AND FOR USE BY ELECTRIC TELEPHONE, WATER AND SEWER UTILITIES AND FOR RELATED PURPOSES AND FOR USE BY THE VINEYARDS COMMUNITY ASSOCIATION, INC. AND COLLIER COUNTY MAINTENANCE OF THE DE IS THE RESPONSIBILITY OF THE VINEYARDS COMMUNITY ASSOCIATION, INC.
- 2) ALL UTILITY EASEMENTS (SEE) TO THE VINEYARDS COMMUNITY ASSOCIATION, INC. AND COLLIER COUNTY MAINTENANCE OF THE DE IS THE RESPONSIBILITY OF THE VINEYARDS COMMUNITY ASSOCIATION, INC.
- 3) ALL UTILITY EASEMENTS (SEE) TO THE COLLIER COUNTY WATER-SEWER DISTRICT AND TO VINEYARDS UTILITY, INC. FOR THE PURPOSE OF MAINTAINING WATER AND SEWER AND OTHER UTILITIES, TO FLORIDA POWER AND LIGHT CO., UNITED TELEPHONE CO. AND OTHER UTILITIES, TO THE PURPOSE OF INSTALLATION AND MAINTENANCE OF THEIR RESPECTIVE FACILITIES.
- 4) ALL LOTS SHALL CARRY A 10 FOOT UTILITY EASEMENT (SEE) AT THE FRONT LOT LINE AND A 5 FOOT UTILITY EASEMENT (SEE) AND ORANGE EASEMENT (SEE) AT THE SIDE LOT LINES, AND WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE ONLY THE OUTSIDE EASEMENT SHALL CARRY A 10 FOOT UTILITY EASEMENT (SEE) AND ORANGE EASEMENT (SEE) AT THE SIDE LOT LINES TO THE VINEYARDS COMMUNITY ASSOCIATION, INC. FOR MAINTENANCE.
- 5) ALL PARCELS WITHIN TRACT L-4 SHALL CARRY A 10 FOOT MAINTENANCE EASEMENT (SEE) TO THE VINEYARDS COMMUNITY ASSOCIATION, INC. FOR THE PURPOSE OF MAINTENANCE OF TRACT L-4.
- 6) ALL POSSIBLE WATER DISTRIBUTION LINES CONTRACTED WITHIN THIS PLAT TO COLLIER COUNTY UPON ACCEPTANCE OF IMPROVEMENTS REQUIRED BY PLAT

### OWNERS

Michael J. Procco  
JOSEPH G PROCCO  
Michael J. Procco  
MICHAEL J PROCCO

### ATTORNEYS

James S. Johnson  
James S. Johnson  
James S. Johnson

### INDIVIDUAL ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE OF FLORIDA, THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT TO ME, KNOWN AND KNOWN BY ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID THIS 16<sup>th</sup> DAY OF NOVEMBER, 1982.

Joseph G. Procco  
NOTARY PUBLIC

### INDIVIDUAL ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE OF FLORIDA, THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT TO ME, KNOWN AND KNOWN BY ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID THIS 16<sup>th</sup> DAY OF NOVEMBER, 1982.

Joseph G. Procco  
NOTARY PUBLIC

### INDIVIDUAL ACKNOWLEDGEMENT

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE OF FLORIDA, THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT TO ME, KNOWN AND KNOWN BY ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID THIS 16<sup>th</sup> DAY OF NOVEMBER, 1982.

Joseph G. Procco  
NOTARY PUBLIC

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF SURVEYOR  
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS DESCRIBED A.C. SHOWN HEREON AND THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AS PROVIDED IN CHAPTER 472, FLORIDA STATUTES. IT IS FURTHER CERTIFIED THAT ALL ADJACENT SHOW HEREON EXIST OR WILL EXIST PRIOR TO FINAL ACCEPTANCE OF THE SUBDIVISION AND THAT THE LOCATION AND MATERIAL ARE CORRECTLY SHOWN AS PROVIDED IN THE CURRENT WORKS OF COMPETITIVITY OF THE FLORIDA STATE LEVEL.

W. LAMAR EVERS, INC.  
SUPERVISING CONSULTANTS  
W. Lamar Evers  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

COUNTY APPROVALS  
THE PLAT APPROVED BY THE COLLIER COUNTY ENGINEER THIS 20<sup>th</sup> DAY OF NOVEMBER, 1982.

Thomas J. Carroll  
FLORIDA CERTIFICATE NO. 8770  
DATE 11-2-82

THE PLAT APPROVED BY THE COLLIER COUNTY HEALTH DEPARTMENT THIS 24<sup>th</sup> DAY OF NOVEMBER, 1982.  
SEWERS ARE AVAILABLE AND NO INDIVIDUAL POTABLE WATER WELLS OR INDIVIDUAL SEWAGE SYSTEMS ARE PERMITTED.

Thomas J. Carroll  
FLORIDA CERTIFICATE NO. 8770  
DATE 11-2-82

THE PLAT APPROVED BY THE COLLIER COUNTY UTILITY DIVISION THIS 24<sup>th</sup> DAY OF NOVEMBER, 1982.

Thomas J. Carroll  
FLORIDA CERTIFICATE NO. 8770  
DATE 11-2-82

THE PLAT APPROVED BY THE COLLIER COUNTY ATTORNEY THIS 30<sup>th</sup> DAY OF NOVEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

COUNTY COMMONS APPROVAL  
THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

THE PLAT APPROVED IN REGULAR OPEN MEETING BY THE BOARD OF COUNTY COMMONS OF COLLIER COUNTY, FLORIDA, THIS 27<sup>th</sup> DAY OF DECEMBER, 1982.

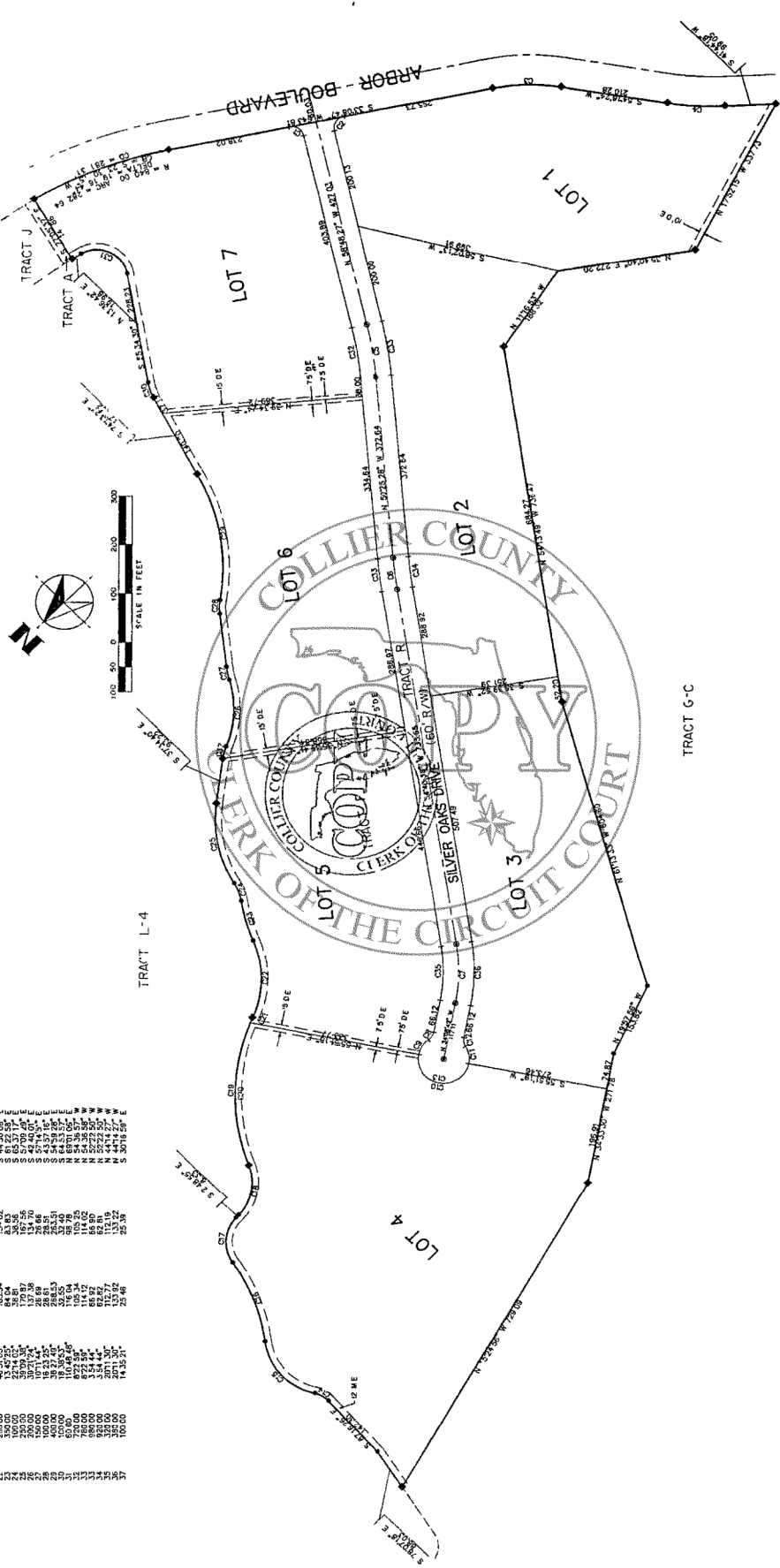
James S. Johnson  
FLORIDA CERTIFICATE NO. 3495  
DATE 11-2-82

PREPARED BY W. LAMAR EVERS, INC.  
SURVEYING CONSULTANTS  
1029 5TH AVENUE, NORTH  
NAPLES, FLORIDA 33940

Exhibit "A"

# THE VINEYARDS TRACT F - UNIT ONE

CHAIN	TABLE	DELTA	ARC	CHORD	CHORD	CHORD
NUMBER		IN FEET	IN DEGREES	IN FEET	IN FEET	IN FEET
1		892.42	70.17	14.35	14.35	14.35
2		892.42	70.17	14.35	14.35	14.35
3		892.42	70.17	14.35	14.35	14.35
4		892.42	70.17	14.35	14.35	14.35
5		892.42	70.17	14.35	14.35	14.35
6		892.42	70.17	14.35	14.35	14.35
7		892.42	70.17	14.35	14.35	14.35
8		892.42	70.17	14.35	14.35	14.35
9		892.42	70.17	14.35	14.35	14.35
10		892.42	70.17	14.35	14.35	14.35
11		892.42	70.17	14.35	14.35	14.35
12		892.42	70.17	14.35	14.35	14.35
13		892.42	70.17	14.35	14.35	14.35
14		892.42	70.17	14.35	14.35	14.35
15		892.42	70.17	14.35	14.35	14.35
16		892.42	70.17	14.35	14.35	14.35
17		892.42	70.17	14.35	14.35	14.35
18		892.42	70.17	14.35	14.35	14.35
19		892.42	70.17	14.35	14.35	14.35
20		892.42	70.17	14.35	14.35	14.35
21		892.42	70.17	14.35	14.35	14.35
22		892.42	70.17	14.35	14.35	14.35
23		892.42	70.17	14.35	14.35	14.35
24		892.42	70.17	14.35	14.35	14.35
25		892.42	70.17	14.35	14.35	14.35
26		892.42	70.17	14.35	14.35	14.35
27		892.42	70.17	14.35	14.35	14.35
28		892.42	70.17	14.35	14.35	14.35
29		892.42	70.17	14.35	14.35	14.35
30		892.42	70.17	14.35	14.35	14.35
31		892.42	70.17	14.35	14.35	14.35
32		892.42	70.17	14.35	14.35	14.35
33		892.42	70.17	14.35	14.35	14.35
34		892.42	70.17	14.35	14.35	14.35
35		892.42	70.17	14.35	14.35	14.35
36		892.42	70.17	14.35	14.35	14.35
37		892.42	70.17	14.35	14.35	14.35



THIS INSTRUMENT PREPARED BY LAMAR EIGERS, INC.  
SURVEYING CONSULTANTS  
1029 FIFTH AVENUE NORTH  
MAPLES, FLORIDA 33940