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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TIERRA LAGO

THIS DECLARATION, is made this 15th day of December 19 94, by R & D COMMUNITIES, INC., a Florida Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner or contract purchaser of certain real property located in Collier County, Florida, which is more particularly described in "Exhibit A" attached hereto, and desires to create a residential community on platted Lots which shall contain single family residences, known as TIERRA LAGO, and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of TIERRA LAGO and to this end, desires to subject the real property described in Exhibit "A" to the terms, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO, herein called the "Declaration" and has created a non-profit membership corporation, herein called the "Association" to be given the power and duty of maintaining and administering the Common Areas and enforcing this Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO.

NOW, THEREFORE, Declarant hereby declares that all of the properties in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof.

PLAN OF DEVELOPMENT

TIERRA LAGO, is located within a Planned Unit Development project known as The Vineyards. All of the property located in TIERRA LAGO is subject to certain restrictions and regulations as provided in the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards recorded in O.R. Book 1765, Page 1128, of the Public Records of Collier County, Florida, as amended, herein referred to as the "Master Declaration".

The Master Declaration was created by The Vineyards Development Corporation, Joseph G. Procacci and Michael S. Procacci, as tenants in common, the Developer of The Vineyards,

to provide for the preservation and maintenance of the appearance, values and amenities of The Vineyards. The said Master Declaration provides for separately developed and designated residential areas. These areas, each known as a "Neighborhood", as the term is defined in the Master Declaration, are governed by The Vineyards Community Association, Inc. ("Master Association").

TIERRA LAGO is located in a Neighborhood as provided in the Master Declaration and TIERRA LAGO Neighborhood Association is also a Neighborhood Association as defined in the Master Declaration. Lot owners in TIERRA LAGO, are obligated to pay assessments to the Master Association for the operation of the Master Association and maintenance, replacement, and repair of the common areas located in The Vineyards. The Master Declaration provides that each Neighborhood Association located in The Vineyards shall assess and collect assessments established by the Master Association Board of Directors for the benefit of the Master Association.

ARTICLE I
DEFINITIONS

1.1 "Assessments" shall mean assessments for common expenses provided for herein or by any subsequent amendment which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of TIERRA LAGO and of maintaining the Properties or Common Areas within TIERRA LAGO, all as may be specifically authorized from time to time by the Board of Directors of the TIERRA LAGO Neighborhood Association or the Master Association.

1.2 "Association" shall mean and refer to TIERRA LAGO Neighborhood Association, Inc., its successors and assigns.

1.3 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Association.

1.4 "Common Areas" or "Neighborhood Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees. The Common Areas include all land which is subject to this Declaration less and excepting the platted Lots which have been reserved by Declarant for sale to Owners. The Common Areas shall be deeded by Declarant to the Association as hereafter provided.

1.5 "Declarant" or "Developer" shall mean and refer to R & D COMMUNITIES, INC., its successors and assigns. It shall not include any person or entity who purchases a Lot from R & D COMMUNITIES, INC. unless such purchaser is specifically assigned some or all rights of R & D COMMUNITIES, INC. by a separate recorded instrument.

1.6 "Dwelling" shall mean and refer to a single family residence and ancillary structures such as garages, decks, swimming pools, screen enclosures and outbuildings.

1.7 "Master Association" shall mean and refer to The Vineyards Community Association, Inc.

1.8 "Guest" means any person who is physically present in, or occupies a Lot at the invitation of the Owner without the payment or consideration of rent.

1.9 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Lot which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.10 "Lease" means the grant by a Lot Owner of a temporary right of use of the Owner's Lot for valuable consideration.

1.11 "Lot" shall mean a platted residential Lot as shown on the Plat of TIERRA LAGO, to be recorded in the Public Records of Collier County, Florida.

1.12 "Master Declaration" shall mean and refer to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards recorded in O.R. Book 1765, Page 1128, of the Public Records of Collier County, Florida.

1.13 "Member" shall mean and refer to all those Owners who are members of the Association.

1.14 "Neighborhood" shall mean and refer to a separately developed and designated residential area, which are governed by an owners association in which owners may have common interests other than those common to all Master Association members. TIERRA LAGO is such a Neighborhood.

1.15 "Occupant" when used in connection with the Lot, means any person who is physically present in a Lot on two (2) or more consecutive days, including staying overnight.

1.16 "Owner or Lot Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.17 "Primary Occupant" shall mean the natural person approved for occupancy when title to the Lot is held in the name of a trustee or a corporation or other entity which is not a natural person.

1.18 "Properties" or "Property" shall mean and refer to that certain real property described in "Exhibit A", known as TIERRA LAGO and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.19 "Single Family" shall mean a family unit comprised of the Owner, spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting with the Owner as or together with the Owner as a Primary Occupant.

ARTICLE II PROPERTY RIGHTS

2.1 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a nonexclusive easement of ingress and egress over the roadways in the properties which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

D. Ownership of each Lot shall entitle the Owner or Owners thereof to an easement over any portion of their driveway located beyond their Lot line.

E. Utility easements are hereby reserved throughout the properties as may be required to adequately serve the Properties.

F. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas; and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

G. There shall be an easement for encroachment in favor of the Declarant, Owners and the Association where any portion of the Common Areas encroaches upon any portion of the Properties or any Lot therein.

H. There shall be a three feet wide easement for access in favor of the Declarant, Owners and the Association during the construction and maintenance of each dwelling, over and across the Lot or Common Area which adjoins the zero side yard lot line of the dwelling under construction or maintenance.

2.2 Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on the Property.

2.3 The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot in the Properties. Declarant may convey title, and the Association shall accept title, at any time prior to the Declarant's conveyance of the last Lot owned by the Declarant, at Declarant's sole option.

2.4 There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Properties, or any part thereof seek judicial partition thereof.

2.5 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

3.1 Every person or entity who is a record fee simple Owner of a Lot, including Declarant at all times so long as it owns all or any part of the Property shall be a Member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members.

3.2 The Members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not

be divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth above.

3.3 In Elections for Governors of the Master Association and all other votes of the Master Association and as provided in the Master Declaration, ballots from Lot Owners in TIERRA LAGO shall be cast with the TIERRA LAGO Neighborhood Associations. Upon receipt of notice of nomination from the Secretary of the Master Association and ballots for each TIERRA LAGO Lot Owner, it shall be the duty of the Association to tabulate TIERRA LAGO Lot Owners' ballots for the Master Association Board and deliver all votes at the meeting of Neighborhood Representatives. The Neighborhood Representative for TIERRA LAGO shall be the President of the Association. If the President of the Association is unable to fulfill any duties of the Neighborhood Representative, the Vice-President of the Association shall serve as Alternate Neighborhood Representative.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENT

4.1 Subject to the provisions of Article IV, Section 4.12 herein, the Declarant, for each Lot owned by it within the Properties hereby covenants and agrees, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association maintenance assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise. The Association shall collect all assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. If so required by the Master Association, assessments due the Master Association by the Association shall be a common expense of the Association.

4.2 The annual and special assessments levied by the Association shall be collected by the Board and shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Properties including but not limited to the following:

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

- 1. all streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;**
- 2. all landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;**
- 3. all equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;**
- 4. Fences, signs, street lights and fountains located on the Common Areas;**
- 5. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas and utility easements;**
- 6. Painting of fences and entry gates that are part of or appurtenant to improvements constructed on the Common Areas;**

B. Maintenance or repair of automatic entry system and gates into the Properties, 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 the Lots;

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

D. Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;

E. Liability insurance insuring the Association against any and all liability 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. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

G. Acquisition of 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;

H. 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 enforcement of these restrictions;

I. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

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

4.3 All regular and special assessments for items pertaining to the Common Areas shall be at a uniform rate for each Lot in the Properties, except as set forth in Article V Section 5.2 below.

4.4 In addition to the annual assessments, the Association may levy in any assessment year a special assessment 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.

4.5 The annual assessment for which provision is herein made shall be paid quarterly, in advance. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.6 The Association shall collect all assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association.

4.7 The Board shall fix the date of commencement, and the amount of the assessments against each Lot for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of assessments, the Association shall notify Lot Owners by sending written notice of such commencement date and amount to said Lot Owners at the address as shown on the current roster of members, which notice shall be conclusive as to delivery to Lot Owners. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.8 If any assessment is not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Collier County, Florida, and bring an action

to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with costs of the action.

4.9 Liens for delinquent assessments shall be recorded in the Public Records of Collier County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.10 The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Lot(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.11 The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by Collier County and devoted to public use.

B. All Common Areas as defined in Article I, Section 1.4.

4.12 Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Lots. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant shall not be responsible for any of said reserves.

The Declarant may at any time give 60 days written notice to the Association of its intention to terminate its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon the conclusion of the 60 day period, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by members other than the Declarant. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by

Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

ARTICLE V
MAINTENANCE OF LOTS

5.1 Lot Owners shall be responsible for the cleaning and general maintenance of the exterior and interior of their residence. Lot Owners shall also be responsible for repairs to the swimming pool, if any, on their Lot and any pool enclosures, decks, patios, planters or walkways in the rear or side yards of their Lot.

5.2 The Association shall be responsible for maintenance of Common Areas, painting of the exterior of the residence of each Lot and for driveways and walkways located on the Lots and for maintenance of the lawns and landscaping on the Lots.

5.3 In addition to maintenance of the Common Areas and lawns and landscaping on the Lots, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the Neighborhood, any maintenance, repair or replacement that is otherwise the responsibility of the Lot Owner hereunder and which the Lot Owner fails to replace, restore, repair or perform after thirty (30) days written notice to the Lot Owner of the need of such replacement, restoration, repair or maintenance.

The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed, or, at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. Any such maintenance assessments shall not be considered a part of the annual or special assessment. Any such maintenance assessment shall be a lien on the Lots affected and the personal obligation of the Owners and shall become due and payable in all respects, together with interest, reasonable attorneys fees, and cost of collection, in the same manner and under the same conditions as provided for the other assessments of the Association.

5.4 In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to aging, fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter.

All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VI below.

5.5 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner 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.

5.6 In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lots and the improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with and under the same terms and conditions as the other assessments of the Association.

5.7 Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other assessments of the Association.

ARTICLE VI
ARCHITECTURAL CONTROL AND RECONSTRUCTION

6.1 No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Master Association pursuant to the Procedures established in Article IX of the Master Declaration so long as the Master Association elects to exercise this right. If the Master Association no longer exercises this right, the Association shall exercise these functions as more

fully provided in the guidelines set forth below. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.2 At such time as the Master Association declines or fails to exercise architectural review rights, 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) members, who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in the Properties. Members of the ARB as to whom Declarant may relinquish the right to appoint and all members of the ARB after Declarant no longer owns at least one Lot in the Properties shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. 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.

6.3 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.

6.4 If the Master Association no longer exercises architectural review rights, 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 of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendment thereto shall be consistent with the provisions of this Declaration and the Master 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 and at which a quorum is present. 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; provided that, the delivery to each member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification;

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Lot in the Properties. The ARB may require such additional information as may reasonably be necessary for the ARB 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, swimming pool, 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 any Lot in the Properties, and which is visible from the outside of any Lot. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association and evidence thereof may be made by a certificate, in recordable form, executed under seal by any officer of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive; and

D. To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the ARB.

ARTICLE VII
USE RESTRICTIONS

In addition to any restrictions imposed upon the Property by the Master Association as provided in the Master Declaration, the use of the Lots shall be in accordance with the following provision. In the event of any conflict between the following provisions and use restrictions contained in the Master Declaration, the more restrictive limitation shall be enforced.

7.1 The Property may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

7.2 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 written consent of the Declarant or of the Association after Declarant has conveyed the last Lot which Declarant owns in the Property.

7.3 No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property.

7.4 No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any

maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view. All garage doors must remain closed except upon entering or exiting the garage.

7.5 All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. No stones, gravel or paving or any types shall be used as a lawn.

7.6 Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to TIERRA LAGO. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.7 No sign of any kind, including "For Sale" signs, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying TIERRA LAGO, street or traffic control signs, or except as placed by the Declarant or approved by the ARB or the Association as the case may be. Only after Declarant no longer owns any portion of the Properties, Lot Owners may maintain one "For Sale" sign which meets Master Association approval.

7.8 No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

7.9 The sale, rental or other disposition of Lots in the Property is essential to the establishment and welfare of the Properties as an on-going residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractor or subcontractors of Declarant, or of Declarant's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Properties as a residential community including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

7.10 No automobile garage shall be permanently enclosed or converted to other use without the written permission of the Board of Directors.

7.11 No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot. Waste shall be kept in sanitary containers which shall be kept in a neat condition and screened from view of neighboring Lots. Sanitary containers may not be placed outside the driveway area of any Lot except for a reasonable period for refuse pickup to be accomplished.

7.12 All gas tanks for swimming pool heaters must be stored below ground.

7.13 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. The Owner of each Lot may keep pets of a normal domesticated household type such as a cat or dog on the Lot. The pets must be leashed at all times while on any of the Common Areas outside the Lot. No pets are permitted in the recreation areas. Each pet Owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents in the Property. No reptiles, amphibians or livestock may be kept in or on any Lot.

7.14 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.

7.15 Lot Owners are expressly permitted to erect one basketball pole and backboard for use on their Lot.

ARTICLE VIII
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.1 The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas or any Lot for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties and the Lots by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Lots or rights provided herein, together with an easement for the maintenance of sprinkler systems owned by the Association.

8.2 Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service drainage and telephone), and roadways and driveways and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

8.3 The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns any Lot) and for the Board, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its designee, or the said Board shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted Purposes.

ARTICLE IX
ENFORCEMENT OF COVENANTS

9.1 Every Lot Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors of the Association.

9.2 Failure to comply herewith or with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

ARTICLE X
TRANSFER OF OWNERSHIP AND LEASING OF LOTS

10.1 In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe.

10.2 Forms of Ownership.

A. A Lot may be owned by an individual person.

B. Co-Ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single family housekeeping unit. If co-Ownership is to be by more than two persons, Owner shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the actual Owner.

C. A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in

estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as lessees and as if the Primary Occupant is the only actual Owner.

D. A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during said life estate the life tenant shall be the only member in the Association from such Lot and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all assessment and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-Owners for purposes of voting and occupancy rights.

10.3 Transfers.

A. There shall be no restrictions on transfers of Lots, however, the Association must be notified of any transfer of title to a Lot as provided in the By-Laws.

B. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for assessments as hereafter provided, regardless of when recorded.

10.4 Leases.

A. All leases of Lots must be in writing and a copy of any lease shall be delivered to the Board upon commencement of the said Lease.

B. No Lot may be leased for a period of less than thirty (30) days nor more than two (2) times per year. No subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented and no transient tenants may be accommodated.

C. If a Lot is leased, no one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Lot.

ARTICLE XI GENERAL PROVISIONS

11.1 The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any 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 said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

11.2 Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Lot Owners equally.

11.3 Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed.

11.4 Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.5 Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall in its sole discretion deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire after all of the Lots covered by this Declaration have been sold. Declarant's rights shall include, without limitation the right to amend this instrument at any time prior to the conveyance of the last Lot in the Properties in order to correct any errors or omissions, or the dimensions of any Lots, or Common Areas not previously conveyed, so long as any such amendment(s) does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot, or Common Areas previously conveyed or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot. Any amendment shall relate back to and become effective as of the date of recording of this Declaration.

After the last Lot has been sold, this Declaration may be amended at any time upon the execution and recordation of an instrument evidencing the adoption of the amendment by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

11.6 Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the property submitted to this Declaration, and as described in Exhibit "A", and Declarant may, in its sole discretion, release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners. Such deletions shall be made by the Declarant filing in the Public Records of Collier County, an amendment to this Declaration providing for the release of the property from this Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

11.7 So long as the Declarant owns any portion of the Properties, Declarant shall have the exclusive right to maintain a sales center, model homes or signs on the Properties.

11.8 Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

11.9 This Declaration shall become effective upon its recording in the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 15th day of December 1994.

Witnesses:

C. Perry Peoples
C. Perry Peoples
Wenke Ostrand
Wenke Ostrand

R & D COMMUNITIES, INC.
By: [Signature]
Jon Rubinton, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Jon Rubinton, as President of R & D COMMUNITIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Printed Name C. Perry Peoples

This Instrument Prepared By:
C. PERRY PEEPLES, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive, Suite 400
Naples, Florida 33963
(813) 598-4442

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 5, 1996
BONDED THRU GENERAL INS. UND.

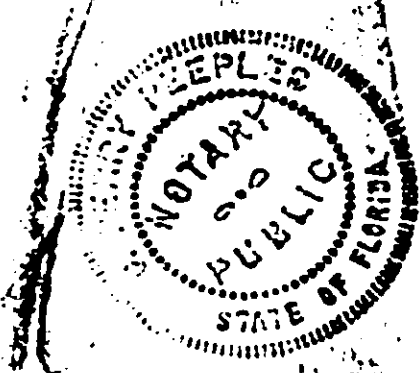


EXHIBIT A

**All of TIERRA LAGO, according to plat therefo recorded in Plat Book 24 at Pages 20
and 21 of the Public Records of Collier County, Florida.**

JOINDER AND CONSENT TO DECLARATION

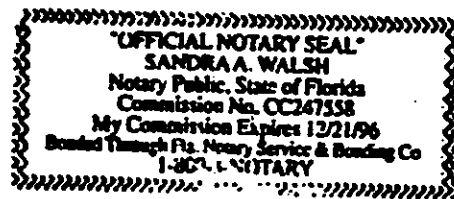
The undersigned, Vineyards Development Corporation, a Florida Corporation, as current owner of a portion of the real property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO, hereby joins in the making of, and subjects its property described in Exhibit "A" to, the foregoing Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO.

VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation

By: Michael Saadeh, Pres.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of December, 1994, by Michael SADEH as President of Vineyards Development Corporation, on behalf of said corporation, who is personally known to me or who has produced N/A as identification.



Sandra A. Walsh
Notary Public

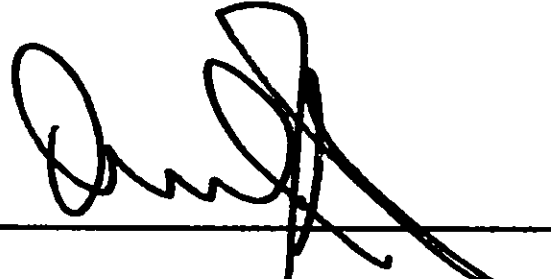
Sandra A. Walsh
Printed Name

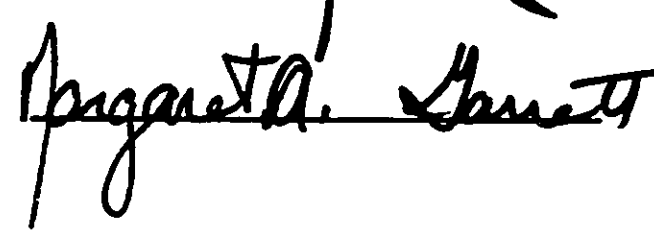
This Instrument Prepared By:

C. PERRY PEEPLES, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive, Suite 400
Naples, Florida 33963
(813) 598-4444

JOINDER AND CONSENT TO DECLARATION

The undersigned, Margaret A. Garrett and Donald F. Garrett, as current owner of a portion of the real property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO, hereby joins in the making of, and subjects its property described in Exhibit "A" to, the foregoing Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO.





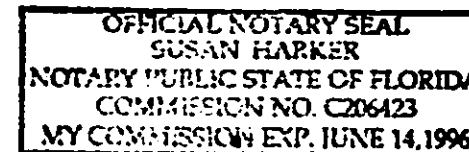
STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of December, 1994, by Margaret A. Garrett and Donald F. Garrett, who are personally known to me.

Susan Harker
Notary Public
Susan Harker
Printed Name

This Instrument Prepared By:
C. PERRY PEEPLES, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive, Suite 400
Naples, Florida 33963
(813) 598-4444



JOINDER AND CONSENT TO DECLARATION

The undersigned, First Fidelity Bank, National Association, as holder of that certain mortgage recorded in O. R. Book 1233, Page 1129, as amended and modified, and that certain Line of Credit Second Mortgage and Security Agreement recorded in O. R. Book 1481, Page 1866, consolidated pursuant to Mortgage Modification and Spreader Agreement recorded in O. R. Book 1736 Page 418 as amended, encumbering a portion of the real property described in Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO, hereby joins in the making of, and subjects its property described in Exhibit "A" to, the foregoing Declaration of Covenants, Conditions and Restrictions for TIERRA LAGO.

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION

BY: [Signature]
Dean F. Czech

STATE OF Pa
COUNTY OF Phila

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Dean F. Czech, as Senior Vice President of FIRST FIDELITY BANK, NATIONAL ASSOCIATION, on behalf of said corporation, who is personally known to me.

[Signature]
Notary Public
ROSEMARY QUINN
Printed Name

This Instrument Prepared By:
C. PERRY PEEPLES, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive, Suite 400
Naples, Florida 33963
(813) 598-4444

NOTARIAL SEAL
ROSEMARY QUINN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 28, 1995

BY-LAWS
OF
TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, not-for-profit, hereafter referred to as the "Association". The principal office of the corporation shall be located at 100 Vineyards Blvd., Naples, Florida 33999, or at such other place as established by the Association but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in Article I of the Declaration of Covenants, Conditions and Restrictions for Tierra Lago (the "Declaration").

ARTICLE II
MEMBERS, MEETINGS OF MEMBERS AND TRANSFER
OF ASSOCIATION CONTROL

Section 1. Qualification. Every person or entity who is a record fee simple Owner of a Lot including Declarant, at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members.

Section 2. Voting Rights. The members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his/her right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons and they cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth in the Declaration.

A majority of votes cast shall be sufficient for corporate action except where provided otherwise in these By-Laws, the Articles or the Declaration.

Section 3. Change in Membership. A change in membership in the Association shall be established by the recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a Lot and forwarding a copy of same to the Association. Thereupon the grantee in such instrument will become a member of the Association and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer

of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the said transferee fails to notify the Association of such transfer of title, the Association shall not be responsible to mail or deliver notices and correspondence to the said Owner and until said notice of the transfer is given to the Association, the prior Owner shall remain joint and severally liable for assessments with the new Owner.

Section 4. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association at a time as may be determined by the Board, and each subsequent regular annual meeting of the members shall be held yearly thereafter, at the hour and date to be determined by the Board.

Section 6. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of all members entitled to vote.

Section 7. Notice. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting the purpose of the meeting. The notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting.

Section 8. Quorum. The presence at the meeting of at least one-half (1/2) of the members entitled to vote, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 9. Proxies. At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the members, the meeting shall be adjourned and rescheduled to a later date when a quorum may be obtained. Notice of said later date shall be given to members.

Section 11. Order of Business. The order of business at members' meetings shall be substantially as follows:

- A. Call of the roll and certification of quorum.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of Officers.
- E. Reports of Committees.
- F. Election of Directors.
- G. Unfinished Business.
- H. New Business.
- I. Adjournment.

Section 12. Minutes. Minutes of all meetings of the Association and of the Board of Directors shall be kept in a businesslike manner by the Association Secretary and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting.

Section 13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, or with the Declaration or these By-Laws.

Section 14. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board of Directors shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall initially be managed by a Board of three (3) members who shall be appointed by the Developer. Until turnover the Developer

shall have the right to appoint all Board Members. After turnover, the affairs of the Association shall be managed by a Board of at least three (3) Members who shall be elected by the Lot Owners

Section 2. Term of Office. Each Director shall hold office for a term of one (1) year.

Section 3. Removal. Any Director, except a Director appointed by the Developer, may be removed from the Board, with or without cause, by a majority of the members entitled to vote.

Section 4. Replacement. Until turnover, if the office of any Director or Directors becomes vacant for any reason the Developer shall appoint a successor. After turnover, if the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office until the next annual meeting. At the next annual meeting, the members shall elect a person or persons to fill the remaining unexpired term or terms, if any.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations to the Board of Directors may also be made from the floor at the annual meeting. After turnover, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine.

Section 2. Election. Election to the Board of Directors shall be by either open ballot or by secret written ballot, if any member so chooses. The person receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Notice is not required for regular meetings of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the directors, after not less than three (3) days notice, unless waived, to each director.

Section 3. Quorum. A majority of the number of directors either in person or by telephone conference call shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board of Directors shall be open to members, but members shall not be entitled to participate at such meetings.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. In addition to powers granted by law, the Board of Directors shall have power to:

A. Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

B. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

C. Employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and

D. Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association and as prescribed by these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any

special meeting when such statement is requested in writing by one-fourth (1/4) of the members;

B. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

C. As more fully provided in the Declaration to: (1) fix the date of commencement and the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to each member no later than fourteen (14) days after fixing the date of commencement and amount of assessments;

D. Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain officers and directors liability insurance, if available; and hazard and other types of insurance on property owned or maintained by the Association, if available;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate;

G. Enforce the terms and provisions of the Declaration; and

H. Perform or act upon anything else required by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES
COMMITTEES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be members of the Association and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, however, no person shall simultaneously hold the office of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes. He shall also be authorized to sign checks.

VICE-PRESIDENT

B. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the members, pursuant to the provisions of the Declaration and these By-Laws.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. Inspection by Members. The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments shall be paid annually. Assessments shall be collected against Unit Owners in the proportions as provided in the Declaration. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. In addition, the Association may charge an administrative late fee, not to exceed the greater of \$25.00 or 5% of each delinquent installment. Payments on account of delinquent assessments shall first be applied to interest, then to late fees, then to costs and attorneys fees and then to the delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

Section 2. Bank Accounts. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year for the Association as more fully provided in the Declaration. The budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth in the proposed budget. These reserves shall be funded unless a majority vote of members at a duly called meeting vote to fund reserves. Reserves funded under this section shall be used only for the specific purpose for which they were reserved unless their use for other purposes is first approved by a majority of the voting interests present and voting at a duly called members' meeting.

Section 5. General Maintenance Reserves. In addition to the reserves provided above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

Section 7. Application of Payments and Co-Mingling of Funds. All sums collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a Unit Owner shall be applied first to interest, then to any administrative late fee, then to costs and attorney's fees incurred in collection and then to the delinquent assessment.

Section 8. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on

all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

C. The Board of Directors may levy a fine against a Unit not to exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

D. Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. For non-payment of fines, the Association shall have all of the remedies allowed by Law.

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

ARTICLE X CORPORATE SEAL

Section 1. Form. The Association shall have a seal in circular form having within its circumference the words TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, not-for-profit.

ARTICLE XI AMENDMENTS

Section 1. Vote. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII TRANSFER OF ASSOCIATION CONTROL: DEVELOPER'S RIGHT

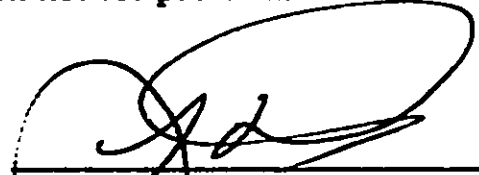
Section 1. Developer's Rights. So long as the Developer holds one or more Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.


A. Any amendment to the Association documents which would adversely affect the rights of the Developer, its successors or assigns.

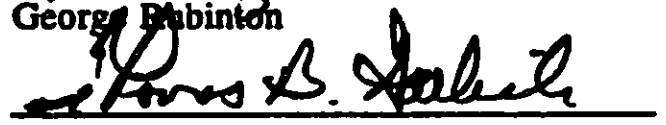
B. Any action by the Association that would be detrimental to the sale of Lots by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sale of Lots.

Section 2. Transfer of Association Control. Prior to, or not more than sixty (60) days after, the last Lot has been sold to a Lot Owner other than the Developer, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control.

IN WITNESS WHEREOF, we, being all of the directors of TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit have hereunto set our hands this 8 day of December 1994.



Jon Rubinton


George Rubinton


Thomas Garlick

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, not-for-profit, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8 day of December, 1994.


George Rubinton

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Donna M. More, Esquire
98 Vineyards Boulevard
Naples, Florida 34119
941-353-1973

Retn:
DONNA M MORE
98 VINEYARDS BLVD
NAPLES FL 33999

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIERRA LAGO**

WHEREAS, R & D Communities (R&D) was the original Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Tierra Lago, recorded in O.R. Book 2019, Page 1937, Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, pursuant to a certain Assignment and Assumption Agreement dated July 6, 1996 and recorded on October 8, 1996 in O.R. Book 2237, Page 659, Public Records of Collier County, Florida, R&D assigned to Vineyards Development Corporation all of the rights and obligations of the Declarant under said Declaration; and

WHEREAS, pursuant to Article XI, Section 11.5 of the Declaration, the Declarant has the right to unilaterally amend the Declaration.

NOW, THEREFORE, in accordance with the provisions of said Article XI of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Section 5.1 of Article V is hereby amended to add the following language at the end thereof:

Lot owners shall each be responsible for painting the exterior of their own residences.

2. Section 5.2 of Article V is hereby amended to delete the words "painting of the exterior of the residence of each Lot" therefrom.

3. Section 7.3 of Article VII is deleted in its entirety and replaced with the following:

No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property. Satellite dishes not larger than eighteen (18) inches in diameter shall be permitted to be installed by the Owner of a Lot only with the prior written consent of the Board of Governors of the Master Association, subject to the following restrictions:

(a) Satellite dishes must be confined to the property of the Lot Owner and shall not be permitted on any common areas; and

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

4. Section 7.7 of Article VII is hereby deleted in its entirety and replaced with the following:

No "For Sale", "Open House" or other signs of any nature shall be permitted to be displayed on any Lot or common areas, except for approved signage placed within Tierra Lago by the Declarant and as provided by the Master Association declaration with Declarant's consent and approval.

IN WITNESS WHEREOF, the Declarant has caused this FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIERRA LAGO to be executed by its duly authorized officers and its seal to be affixed this 7th day of October, 1996.

Signed, sealed and delivered
in our presence

VINEYARDS DEVELOPMENT CORPORATION
a Florida corporation

Donna More

Witness

By: *Michel Saadeh*

Michel Saadeh, President & CEO

Donna More

Printed Name

Deborah Farris

Witness

Deborah Farris

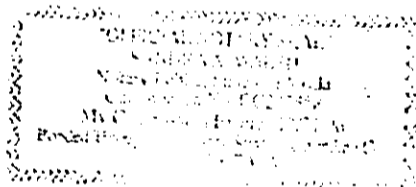
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 1996 by MICHEL SAADEH, as President of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, who is personally known to me or who has produced n/a as identification.

Donald A. Walsh

Notary Public



users/donna/develop/tierra/docamend

*** OR: 2237 PG: 0662 ***

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Tierra Lago Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 14, 2003, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Tierra Lago, and the By-Laws of Tierra Lago Neighborhood Association, Inc. as originally recorded in O.R. Book 2019 at Pages 1937 et seq., Public Records of Collier County, Florida.

3325548 OR: 3479 PG: 3081

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/07/2004 at 12:35PM DWIGHT E. BROCK, CLERK
RRC FEE 10.50

Retn:
SAMOUCHE MURRELL ET AL
800 LAUREL OAK DR #300
NAPLES FL 34108

(for use by Clerk of Court)

1. The following resolution was approved by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Tierra Lago be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by a vote of a majority of a quorum of members present in person or by proxy.

RESOLVED: That the By-Laws of Tierra Lago Neighborhood Association, Inc. be and are hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 11-11-03

TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.

By: [Signature]
Michael Werner, President
1013 Tierra Lago Way
Naples, FL 34119

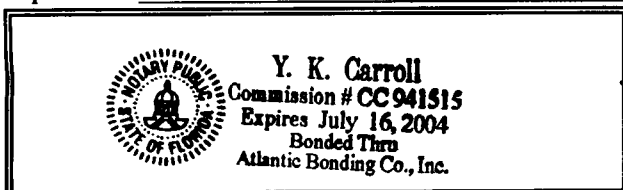
(1) [Signature]
Witness
Print Name: SUSAN HUFF

(2) [Signature]
Witness
Print Name: Denise Goldman

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11th day of November, 2003, by Michael Werner, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public

This instrument prepared by Robert C. Samouche, Esq., Samouche, Murrell & Gal, P.A., 800 Laurel Oak Drive, Suite 300, Naples, FL 34108.

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

**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TIERRA LAGO**

The Declaration of Covenants, Conditions and Restrictions for Tierra Lago shall be amended as shown below:

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

1. Article IV, Section 4.2 A. 1. shall be amended to read as shown below:

1. All streets and ~~driveways, parking areas and sidewalks,~~ to the extent that such improvements are a part of the Common Areas;

2. Article V, Section 5.1 shall be amended to read as shown below:

5.1 Lot Owners shall be responsible for the cleaning and general maintenance of the exterior and interior of their residence, including driveways and sidewalks located on their Lot. Lot Owners shall also be responsible for repairs to the swimming pool, if any, on their Lot and any pool enclosures, decks, patios, planters or walkways in the rear or side yards of their Lot.

3. Article V, Section 5.2 shall be amended to read as shown below:

5.2 The Association shall be responsible for maintenance of Common Areas, painting of the exterior of the residence of each Lot ~~and for driveways and walkways located on the Lots~~ and for maintenance of the lawns and landscaping on the Lots.

**AMENDMENT TO THE BY-LAWS OF
TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.**

The By-Laws of Tierra Lago Neighborhood Association, Inc. shall be amended as shown below:

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

Article III, Section 2. shall be amended to read as shown below:

Section 2. Term of Office. In the 2003 Election of Directors the three (3) Directors receiving the most votes shall serve a term of two (2) years, with the remaining two (2) elected Directors each serving a term of one (1) year. Thereafter, Directors will be elected for two (2) year terms. ~~Each Director shall hold office for a term of one (1) year.~~

**CORRECTIVE
CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Tierra Lago Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 14, 2003, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Tierra Lago, and the By-Laws of Tierra Lago Neighborhood Association, Inc. as originally recorded in O.R. Book 2019 at Pages 1937 *et seq.*, Public Records of Collier County, Florida.

3370701 OR: 3532 PG: 0508
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/31/2004 at 02:07PM DWIGHT B. BROCK, CLERK
REC FEE 10.50

Retn:
SAMOUCHE MURRELL ET AL
800 LAUREL OAK DR #300
NAPLES FL 34108

(for use by Clerk of Court)

NOTE: This Certificate of Amendment is to correct that Certificate recorded January 7, 2004 in OR Book 3479, Pages 3081 *et seq.*, Public Records of Collier County, Florida.

1. The following resolution was approved by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Tierra Lago be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by a vote of a majority of a quorum of members present in person or by proxy.

RESOLVED: That the By-Laws of Tierra Lago Neighborhood Association, Inc. be and are hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 3/15/04

**TIERRA LAGO NEIGHBORHOOD
ASSOCIATION, INC.**

(1) [Signature]
Witness
Print Name: JACK REACH

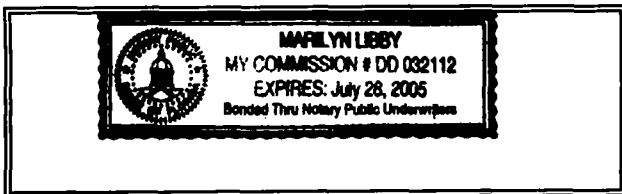
By: [Signature]
Michael Werner, President
1013 Tierra Lago Way
Naples, FL 34119

(2) [Signature]
Witness
Print Name: Ray Bennett

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 15 day of MARCH, 2004 by Michael Werner, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced FL DL as identification.



[Signature]
Signature of Notary Public

This instrument prepared by Robert C. Samouche, Esq., Samouche, Murrell & Gal, P.A., 800 Laurel Oak Drive, Suite 300, Naples, FL 34108.

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

**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TIERRA LAGO**

The Declaration of Covenants, Conditions and Restrictions for Tierra Lago shall be amended as shown below:

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

1. Article IV, Section 4.2 A. 1. shall be amended to read as shown below:

1. All streets and driveways, parking areas ~~and sidewalks~~, to the extent that such improvements are a part of the Common Areas;

2. Article V, Section 5.1 shall be amended to read as shown below:

5.1 Lot Owners shall be responsible for the cleaning and general maintenance of the exterior and interior of their residence, including driveways and sidewalks located on their Lot. Lot Owners shall also be responsible for repairs to the swimming pool, if any, on their Lot and any pool enclosures, decks, patios, planters or walkways in the rear or side yards of their Lot. Lot owners shall each be responsible for painting the exterior of their own residences.

3. Article V, Section 5.2 shall be amended to read as shown below:

5.2 The Association shall be responsible for maintenance of Common Areas, ~~and for driveways and walkways located on the Lots~~ and for maintenance of the lawns and landscaping on the Lots.

**AMENDMENT TO THE BY-LAWS OF
TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.**

The By-Laws of Tierra Lago Neighborhood Association, Inc. shall be amended as shown below:

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

Article III, Section 2. shall be amended to read as shown below:

Section 2. Term of Office. In the 2003 Election of Directors the three (3) Directors receiving the most votes shall serve a term of two (2) years, with the remaining two (2) elected Directors each serving a term of one (1) year. Thereafter, Directors will be elected for two (2) year terms. ~~Each Director shall hold office for a term of one (1) year.~~

This Instrument was prepared by:

Gregory W. Marler, Esquire
Becker & Poliakoff, P.A.
4501 Tamiami Trail North, Suite 214
Naples, Florida 34103
Phone: 239/261-9555
Florida Bar No. 0222089

Retn:
BECKER & POLIAKOFF
14241 METROPOLIS AVE #100
FT MYERS FL 33912

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TIERRA LAGO**

**BY-LAWS
OF
TIERRA LAGO NEIGHBORHOOD ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Declaration of Restrictive Covenants of Tierra Lago were duly adopted by the Association membership at the duly noticed members' meeting of the Association on the 9th day of February 2006. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Tierra Lago is recorded at O.R. Book 2019, Pages 1937 et seq., of the Public Records of Collier County, Florida, and the By-Laws are recorded at O.R. Book 2019, Pages 1960, et seq. of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article VII, Declaration of Condominium

(Article 7.1 through 7.14 unchanged)

7.15 Lot Owners are ~~expressly permitted to erect one~~ prohibited from erecting basketball poles and backboards for use on their Lots, and shall not place portable basketball hoops upon any part of their Lots.

Amendment No. 2: Article II, Bylaws

(Section 1 through 6 unchanged)

Section 7. Notice. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or may be

electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented in writing to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting the purpose of the meeting. The notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting.

Amendment No.3: Article V, By-Laws

(Section 1 unchanged)

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the directors, after not less than three (3) days notice, unless waived, to each director. Such notice may be electronically transmitted to a correct facsimile number or electronic mail address at which the Director has consented in writing to receive notice. Each Director bears the responsibility of notifying the Association of any change of address. Consent by a Director to receive notice by electronic transmission shall be revocable by the Director by written notice to the Association.


(Sections 3 through 4 unchanged)

WITNESSES:
(TWO)

TIERRA LAGO NEIGHBORHOOD
ASSOCIATION, INC.



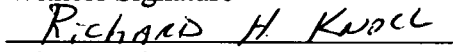
Witness Signature



Witness Printed Name

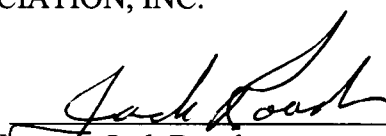


Witness Signature



Witness Printed Name

By:



Print Name: Jack Roach

Title: President

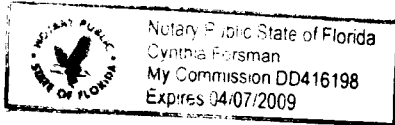
Date: 9-14-06

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14 day of September, 2006, by Jack Roach, President of Tierra Lago Neighborhood Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Cynthia Forsman

Signature of person taking acknowledgment



Name typed, printed or stamped

My commission expires: