

DECLARATION OF CONDOMINIUM

OF

REC 4600  
PRM 3900  
DOC \_\_\_\_\_  
INT \_\_\_\_\_  
IND \_\_\_\_\_

TUSCANY AT THE VINEYARDS, A CONDOMINIUM

This DECLARATION made this 3rd day of April, 1989, by PARKER-NAPLES VINEYARDS, INC., a Florida corporation, (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Collier County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said lands from time to time multi-unit residential buildings, housing up to, but not exceeding one hundred twenty (120) Condominium Units and related facilities; and

WHEREAS, the Developer from time to time desires to submit portions of said lands and said residential buildings with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME:

The name by which this Condominium is to be identified is TUSCANY AT THE VINEYARDS, A CONDOMINIUM.

2. DEFINITIONS:

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles: The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments: Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium Unit Owner, and all other sums which may be assessed against a Condominium Unit Owner or which may be required to be paid by a Condominium Unit Owner to the Association pursuant to this Declaration, the Articles or Bylaws.

(c) Association: Association means TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, which is responsible for the operation of this Condominium, and the Common Facilities as defined hereafter, its successors and assigns.

This Instrument Prepared by  
and Return to:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

CONDOMINIUM EXHIBITS FILED IN CONDOMINIUM  
BOOK 32, PAGES 70-73, OF THE PUBLIC  
RECORDS OF COLLIER COUNTY APRIL 4, 1989.  
JAMES C. GILES, CLERK OF COURTS  
BY: Angela S. Orta, Deputy Clerk

FIRST AMERICAN TITLE

(d) Board of Directors or Board: The Board of Directors or other representative body responsible for administration of the Association.

(e) Building: Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws: The Bylaws of the Association as the same may be amended from time to time.

(g) Common Elements: That portion of the Condominium Property not included in the Condominium Units, or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act, specifically including but not limited to:

(1) easements through Condominium Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to the Condominium Units, Limited Common Elements and Common Elements;

(2) an easement of support in every portion of a Condominium Unit which contributes to the support of a Building;

(3) the property and installations required for the furnishings of utilities and other services to more than one Condominium Unit or to the Common Elements.

(4) the courtyards, if any, for the Condominium Units.

(h) Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the Condominium Unit Owners.

(i) Common Expenses: All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus: The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(k) Condominium: TUSCANY AT THE VINEYARDS, A CONDOMINIUM, which is formed pursuant to this Declaration.

(l) Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is composed of Condominium Units that may be owned by one or more persons, and there is, appurtenant to each Condominium Unit, an undivided share in the common elements.

(m) Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

(n) Condominium Parcel: The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(o) Condominium Unit or Unit: That part of the Condominium Property which is subject to exclusive ownership.

(p) Condominium Property: The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(q) Construction Lender: Any lender financing the construction of the improvements on the Condominium Property.

(r) Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Declaration of Master Covenants, Conditions and Restrictions for The Vineyards: The Declaration of Master Covenants, Conditions and Restrictions for The Vineyards recorded in O.R. Book 1284 beginning at page 1938 and amended by that instrument recorded in O.R. Book 1326 beginning at page 1200 and as further amended by that instrument recorded in O.R. Book 1372 beginning at page 2082 all of the Public Records of Collier County, Florida and as may be further amended and/or modified from time to time.

(t) Declaration of Neighborhood Covenants, Conditions and Restrictions for a Portion of Tract "E", The Vineyards Unit One: The Declaration of Neighborhood Covenants, Conditions and Restrictions for a Portion of Tract "E", The Vineyards Unit One as recorded in O.R. Book 1344 beginning at page 973 of the Public Records of Collier County, Florida.

(u) Developer: The person or entity executing this Declaration, its successors, grantees, assigns, nominees and designees. In the event any mortgagee of the Developer obtains title to all or a portion of the Condominium Property by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors, but in any event, such mortgagee may assign its rights as Developer to any third party who acquire title to all or a portion of the Condominium Property from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more Condominium Units for which a certificate of occupancy has been issued by the controlling governmental authority, unless the Developer specifically assigns all of its rights as Developer to such person or entity. The Developer may assign a portion of its rights under this Declaration, and in such event, the assignee shall not become the Developer, but may exercise those rights specifically assigned to it in writing by the Developer.

(v) Institutional Mortgagee: Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, Federal or State agency, insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(w) Limited Common Elements: Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others. The Limited Common Elements appurtenant to each Condominium Unit shall include but not be limited to one (1) assigned covered parking space for each Condominium Unit, and all exterior Condominium Unit walls, which walls are reserved for the exclusive use of the owners of the Condominium Units to which they respectively adjoin.

(x) Management Agreement: The agreement which provides for management of the Condominium Property and Common Areas, if any.

(y) Member: An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(z) Unit Owner or Owner of a Condominium Unit: The owner of a fee simple estate in a Condominium Parcel.

(aa) Units. Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit "B". Each Condominium Unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of exterior perimeter walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Condominium Unit, (4) patio, window panes, sliding glass door panes, and other doors bounding the Condominium Unit, and (5) all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Condominium Unit. Notwithstanding any provision to the contrary, no pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall be deemed to be part of any Condominium Unit. Notwithstanding the foregoing, if any stairways are located within a Condominium Unit located downstairs but serve the Condominium Unit located upstairs, the stairways shall be a part of the upstairs Condominium Unit that it serves.

(ab) The Vineyards Development Corporation: The Vineyards Development Corporation, a Florida corporation, its successors and assigns.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The following property is hereby submitted to the Condominium Form of Ownership:

The lands lying and being situate in Collier County, Florida, as more particularly set forth in Exhibit "A", attached hereto, together with all improvements erected or installed thereon, including but not limited to, fifteen (15) buildings, each containing eight (8) units for a total of one hundred twenty (120) units. Two (2) of the buildings will each be composed of two bedroom, two bath units with approximately 1,470 square feet of living area. One (1) of the buildings will have three bedroom, two bath units with approximately 1,695 square feet of living area. The remaining twelve (12) buildings will each be composed of four (4) two bedroom, two bath units with approximately 1,470 square feet of living area and four (4) three bedroom, two bath units with approximately 1,695 square feet of living area.

The condominium property will also include the recreation facilities described as follows:



A. A rectangular shaped swimming pool with rounded ends of approximately 1,600 square feet ranging from four (4) feet to six (6) feet in depth; the pool will be heated and has a capacity of approximately eighty (80) persons;

B. A rectangular pool deck of approximately 4,000 square feet and having a capacity of ninety-five (95) persons;

C. On the pool deck there will be a cabana building with approximately 1,554 square feet under roof. The cabana will have an air-conditioned recreation room with approximately 745 square feet of area including a service area of approximately 25 square feet. The cabana building will also have men's rest room/changing facility of approximately 112 square feet, a women's rest room/changing facility of approximately 102 square feet, and a pool equipment room of approximately 84 square feet. The remaining cabana building area will be hallways, corridors and a storage closet. The pool equipment room will have a capacity of two (2) persons, the men's rest room/changing facility will have a capacity of two (2) persons, the women's rest room/changing facility will have a capacity of two (2) persons. The air-conditioned recreation room which can be used as a meeting and card playing area will have a capacity of fifty (50) persons if used for a meeting room or have a capacity of twenty-eight (28) persons if used for a card playing room.

D. The pool area will have a heated spa which will be approximately twelve (12) feet square with approximately 144 square feet and have an average depth of approximately three (3) feet. The heated spa will have a capacity of twelve (12) persons.

E. The Developer will spend a minimum amount of Seven Thousand Five Hundred Dollars (\$7,500.00) to supply items of furniture and other personal property to the cabana building located in the pool area, the heated spa and pool deck collectively referred to as the "Pool Amenities Package".

These recreational facilities will be used exclusively by the Condominium Unit Owners, guests of the Condominium Unit Owners and residents of Condominium Units in TUSCANY AT THE VINEYARDS, A CONDOMINIUM. The Condominium Unit Owners shall have an obligation to contribute to the payment of expenses for maintenance, repair, replacement and insurance for such recreational facilities constructed as a part of TUSCANY AT THE VINEYARDS, A CONDOMINIUM so that all Condominium Unit Owners in TUSCANY AT THE VINEYARDS, A CONDOMINIUM, shall share such costs on an equal pro rata basis. The location of these recreational facilities is set forth in Exhibit "B" to this Declaration. The estimated latest date of completion of the Condominium Units and the recreational facilities is March 31, 1990. Management and maintenance of the Condominium Property will be performed by PARKER MANAGEMENT, INC., a Florida corporation.

4. PROPERTY HELD BY THE VINEYARDS COMMUNITY ASSOCIATION, INC. The Declaration of Master Covenants, Conditions and Restrictions for the Vineyards attached hereto as Exhibit "E" provides that every member of THE VINEYARDS COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("VINEYARDS ASSOCIATION") shall have a right of enjoyment and use in and easement to the THE VINEYARDS COMMUNITY ASSOCIATION, INC. Common Area ("VINEYARDS Common Area") which right and easement shall be appurtenant to and shall pass with the title to every Condominium Unit subject to the right of the VINEYARDS ASSOCIATION to charge reasonable admission, assessments and other fees for the use of the VINEYARDS ASSOCIATION Common Area and the VINEYARDS ASSOCIATION property. Membership in the VINEYARDS ASSOCIATION is mandatory and automatic with the ownership of real property in THE VINEYARDS UNIT I (which would include the ownership of a Condominium Unit in TUSCANY AT THE VINEYARDS, A CONDOMINIUM). The Declaration of Master Covenants, Conditions

and Restrictions for the Vineyards provides in Article VII that every member of the VINEYARDS ASSOCIATION (which includes the Condominium Unit Owners) agrees to pay assessment to the VINEYARDS ASSOCIATION. The assessments are currently determined on a per unit basis formula. The annual assessment for the VINEYARDS ASSOCIATION is currently One Hundred Ninety-Two Dollars (\$192.00) per year for each Condominium Unit for the 1989 calendar year. The assessment together with interest and cost of collection will be a continuing lien against each Condominium Unit against which assessment is made.

The maximum number of persons that will use the VINEYARDS ASSOCIATION Common Area will vary depending on the number of members of the VINEYARDS ASSOCIATION and whether or not the right to use the VINEYARDS ASSOCIATION Common Area is exclusive to the members of the VINEYARDS ASSOCIATION. The VINEYARDS ASSOCIATION is not required to spend any funds for additional recreational facilities or enlargement of such facilities for the VINEYARDS ASSOCIATION Common Area except that the VINEYARDS ASSOCIATION is required to accept such additional property that The Vineyards Development Corporation and/or Joseph C. Procacci and/or Michael Procacci conveys, leases or grants a license or other use right in the property to the VINEYARDS ASSOCIATION. THE DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS in Article II further provides that any conveyance, lease or grant of license or use right to the VINEYARDS ASSOCIATION may be exclusive or non-exclusive so that persons or entities other than members of the VINEYARDS ASSOCIATION may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted to the VINEYARDS ASSOCIATION.

5. UNIT IDENTIFICATION:

(a) The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership are set forth in the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit "B", and made a part hereof, so that no such Condominium Unit bears the same designation as does any other such Condominium Unit.

6. CHANGE IN PLANS AND SPECIFICATIONS:

(a) Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or Bylaws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on said Property, including but not limited to enclosing the porch or patio of individual Condominium Units to convert the porch or patio into an additional room, so long as such changes do not materially or adversely affect the Condominium Project.

(b) The Developer further reserves the right from time to time to change the mix of Buildings as set forth in Paragraph 3 hereof so that the Buildings may have a different composition of two bedroom, two bath Condominium Units with approximately 1,470 square feet of living area and three bedroom, two bath Condominium Units with approximately 1,695 square feet of living area. The Developer reserves the right to alter the boundaries between Condominium Units so long as the Developer owns the Condominium Units so altered, and to alter the boundaries of the Common Elements adjacent thereto as long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall

materially or adversely affect the Condominium Project nor shall any such change be made without amendment to this Declaration, however for such purpose, the Amendment to this Declaration need be executed and acknowledged only by the Developer and approved by the Institutional Mortgagee then covering the Condominium Units affected, whether the said Condominium Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property.

7. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium Property or any Condominium Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Condominium Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Condominium Unit and the improvements constructed thereon to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Condominium Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Condominium Unit Owner's permitted use of the Condominium Unit, and except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Condominium Unit Owner.

(b) Easement of Support: Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements: The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Condominium Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements,

then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Condominium Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters: There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic: Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Condominium Unit Owners and residents of the Condominium, and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit "A", their guests and invitees and The Vineyards Development Corporation, Joseph G. Procacci and Michael J. Procacci, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit "A".

(j) Grant of Additional Easements; Modifications and Termination: Developer (so long as it owns any Condominium Units) and the Association, on their behalf and on behalf of all Condominium Unit Owners, shall each individually have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Condominium Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Condominium Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Condominium Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Condominium Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably

and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Condominium Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Condominium Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

8. DEVELOPER'S UNITS AND PRIVILEGES:

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Condominium Units to any person approved by it subject to the terms of Paragraph 21. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailer, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

9. COMMON ELEMENTS:

Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) Easements through Condominium Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Common Elements; and

(b) Easements of support in every portion of a Condominium Unit which contributes to the support of other Condominium Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Condominium Unit other than the Condominium Unit containing the installation; and

(d) The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements; and

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Condominium Units in the condominium; and

(f) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

(h) Roads installed on the Condominium property by the Developer that have not been dedicated to the State of Florida or a political subdivision thereof.

Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

Each Condominium Unit shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one/one hundred-twentieth (1/20th) of one hundred percent.

11. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Condominium Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Paragraph 10 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Condominium Unit Owners in accordance with the provisions set forth in Paragraph 10 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

12. GOVERNING BODY:

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., the Articles of Incorporation of which are attached hereto as Exhibit "C", and made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit "D", and made a part hereof as though set out in full herein.

13. MEMBERSHIP IN THE ASSOCIATION:

(a) The Association shall at all times maintain a register setting forth names of the Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the Purchaser or Transferee shall notify the Association in writing of his interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which Purchaser or Transferee has acquired his interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Parcels (Owners), whose interest is evidenced by the recordation of a proper instrument in the Public Records of Collier County, Florida, shall automatically be

members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all Owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Condominium Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interest of Condominium Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each one such Condominium Unit which he or it owns, and may cast one (1) vote for each such Condominium Unit.

(d) There shall be one hundred twenty (120) voting members consisting of one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Condominium Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.



14. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of sixty seven percent (67%) of the Condominium Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the Bylaws, and recorded among the Public Records of Collier County, provided, however, that the property rights of the Condominium Unit Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Condominium Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Condominium Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Condominium Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Condominium Unit Owners unless the affected Condominium Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 14(c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Condominium Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) Notwithstanding the foregoing, no amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Condominium Unit Owner and/or Condominium Unit. It is expressly agreed that enclosing the porch or patio of individual Condominium Units to convert the porch or patio into an additional room is not a material change to the Condominium Unit.



(e) Notwithstanding anything to the contrary contained herein, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Condominium Units without the written consent of said Developer or mortgagees, as appropriate, to any such amendment. No amendment shall make any change in the sections of this Declaration containing provisions regarding insurance, reconstruction or repair after casualty, or condemnation unless all Institutional Mortgagees whose mortgages are of record shall join in the amendment. This Paragraph may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

15. TYPE OF OWNERSHIP:

Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION:

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 19, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Condominium Unit Owner concerned), charges for utility and water used in common for the benefit of the Condominium and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, expenses and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies, and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Condominium Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Condominium Unit Owners in the portions or shares set forth in Paragraphs 10 and 11 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Condominium Unit Owners shall designate when they are due and payable.

(f) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest, shall be secured by a lien against the Condominium Unit, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except as otherwise provided herein.

(g) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge of Five and no/100 (\$5.00) Dollars, together with interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.

(h) Where the Institutional Mortgagee of a first mortgage of record, or the purchaser or purchasers of a Condominium Unit at a foreclosure sale (collectively the "Acquiror") obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, or by a deed in lieu of foreclosure, said Acquiror shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Condominium Unit or chargeable to the former Owner of such Condominium Unit which became due prior to acquisition of title by said Acquiror as a result of the foreclosure or deed in lieu thereof, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the first mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Owners of Condominium Units, including such Acquiror of the Condominium Unit and his successors and assigns. The Acquiror and/or his successors or assigns, shall thereafter be obligated to pay that share of the Common Expenses and assessments attributable to his Condominium Unit after the Acquiror obtains title to the Condominium Unit.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns since the Developer guarantees to each Condominium Unit Owner that assessment of Common Expenses of the Condominium imposed upon the Condominium Unit Owner other than the Developer will not exceed \$159.00 per unit per month or \$1,908.00 per unit per year for the period commencing with the recording of this Declaration and continuing until the expiration of twelve (12) months from the date of conveyance of the first Condominium Unit to be conveyed to a Purchaser other than the Developer or until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer, whichever occurs sooner. During

such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Condominium Unit Owners.

17. MAINTENANCE:

The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association: The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Facilities, as defined hereinabove, which are owned by the Association for the use and benefit of all Condominium Unit Owners.

(2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained and all roads located on the Condominium Property that have not been dedicated and accepted by the State of Florida or a political subdivision thereof.

(4) All Limited Common Elements.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Condominium Unit Owner. Each Condominium Unit Owner shall operate, maintain, repair and replace, at the Condominium Unit Owner's expense:

(1) All portions of the Condominium Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Condominium Unit Owner shall be windows, screens on windows and doors on the exterior of his Condominium Unit, and framing for same and stairways serving said Condominium Unit, if any. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Condominium Unit Owners.

(2) The air conditioning and heating systems exclusively serving the Condominium Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) Within the Owner's Condominium Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Condominium Unit Owner.

(4) All property to be maintained, repaired and/or replaced by a Condominium Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Condominium Unit Owner which is inside of the Condominium Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Condominium Unit Owner, or any portion of the Condominium Property.

(5) No Condominium Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Condominium Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(c) AT THE OPTION OF THE ASSOCIATION:

The Association may, at its own expense:

(1) Use and expend the assessments collected, including assessments for reserves or betterments, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Condominium Unit Owners.

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, care and preservation, the Condominium Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors.

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Condominium Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Condominium Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment

house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property.

(7) To pay any charge, assessment or tax imposed by any improvement district, special taxing district and/or the VINEYARDS ASSOCIATION and/or any Neighborhood Association created by virtue of the Declaration of Master Covenants, Conditions and Restrictions for the Vineyards.

18. ENFORCEMENT OF MAINTENANCE:

In the event a Condominium Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 17 above, the Association or any other Condominium Unit Owner shall have the right to petition to the Division of Florida Land Sales and Condominiums for voluntary binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division; or, three (3) days after the date that written notice from the Association to the Condominium Unit Owner specifying the necessary maintenance or repair has been delivered to the Condominium Unit Owner, the Association, its employees or agents, shall have the right to enter the Condominium Unit for the purpose of performing the work necessary to enforce compliance with the provisions of Paragraph 17 above. The Association shall have the right to assess the Condominium Unit Owner and the Condominium Unit for the sums necessary to perform such work. Any assessment made pursuant to this paragraph shall constitute a lien against the subject Condominium Units, which may be foreclosed should the Condominium Unit Owner or Owners fail to pay such assessment.

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Condominium Unit Owner or Institutional Mortgagee holding a first mortgage may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

19. INSURANCE:

The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Condominium Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests. Condominium Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Association. All policies shall provide thirty (30) days notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Condominium Unit Owners. Each Condominium Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal prop-

erty, personal liability, and living expenses. The insurance coverage acquired by the Association does not protect a Condominium Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings or ceiling coverings. It shall be the obligation of the individual Condominium Unit Owner to purchase and pay for any insurance covering such risks.

(b) Coverage.

(1) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Condominium Property.

(2) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit Owners as a group.

(3) Workers' compensation policy to meet legal requirements.

(4) Flood insurance policy to meet legal requirements.

(5) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including but not limited to insurance of the officers and directors against liability arising in connection with their duties.

(c) Premiums. Premiums upon such insurance policies shall be a Common Expense. If any policy of insurance is cancelled, the Association shall give notice to each mortgagee listed in the roster of mortgagees.

(d) Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as agent for the Condominium Unit Owners and their mortgagees. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the Condominium Unit Owners and their mortgagees in the following shares:

(1) Condominium Unit Owners. An undivided share for each Condominium Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Condominium Unit.

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held in trust for the mortgagee and the Condominium Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association is such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any

insurance proceeds except distributions of proceeds made to the Condominium Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Condominium Unit Owner and mortgagee.

(e) Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(f) Association as agent. The Association is irrevocably appointed agent for each Condominium Unit Owner and for each holder of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(g) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Condominium Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Condominium Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Condominium Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Condominium Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Condominium Unit Owners and mortgagees have consented to such termination.

(h) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(i) Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

(j) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Condominium Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.



(k) Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Condominium Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated, either by agreement after Lesser Damage or by failure of the Condominium Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Condominium Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Condominium Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium Unit bears to the total of these cost in all damaged Condominium Units provided, however, that no Condominium Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Condominium Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Condominium Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(a) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand (\$10,000.00) Dollars, the funds shall be disbursed by the Association upon the order of the Association in payment of these costs.

If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Association in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(b) If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Condominium Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Condominium Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(1) Benefit of mortgagees. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Condominium Unit Owners, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Condominium Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.



(m) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Condominium Unit Owners at reasonable times.

20. CONDEMNATION AND EMINENT DOMAIN:

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Escrow Agent. Even though the awards may be payable to Condominium Unit Owners, the Condominium Unit Owners shall deposit the awards with an Escrow Agent, and in the event of a failure to do so, in the discretion of the Association, a special assessment shall be made against a defaulting Condominium Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Condominium Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 25 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Condominium Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(aa) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Condominium Unit.

(bb) The balance of the award, if any, shall be distributed to the Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Condominium Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The award shall be paid jointly to all Condominium Unit Owners and the mortgagees of Condominium Units not tenantable and in an amount equal to the market value of the

Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(bb) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Condominium Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(cc) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Condominium Unit Owners. This shall be done by restating the shares of continuing Condominium Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(dd) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Condominium Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Condominium Unit Owners who will continue as owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Condominium Unit Owners in the Common Elements after the changes effected by the taking.

(ee) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Condominium Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Condominium Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Condominium Unit Owner, and one by the appraiser so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Condominium Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

21. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Condominium Units, the sale, leasing, rental and transfer of Condominium Units by any Owner shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium.

(b) No Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Florida Chapter 509 nor shall any Condominium unit be leased for a period of less than thirty (30) days nor leased more than three (3) times per calendar year nor shall any Condominium Unit be used or sold on a "time share basis".

(c) Corporate Purchaser or Lessee: The purchaser or lessee of a Condominium Unit may be a corporation.

22. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to, the Condominium Unit Owner's share in the Common Elements and the Limited Common Elements, if any, and his Association membership.

23. USE RESTRICTIONS:

In addition to other obligations and duties heretofore set out in this Declaration, every Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto and the use restrictions set forth in successors and/or assigns have the right of approval for certain uses by virtue of the Declaration of Master Covenants, Conditions and Restrictions for the Vineyards and the Declaration of Neighborhood Covenants, conditions and Restrictions for a portion of Tract "E", The Vineyards, Unit One.

(a) Each Condominium Unit shall be used only for the purpose of a single family residence. A family is defined to mean any number of persons related by blood, marriage or adoption. When all persons residing in a Condominium Unit are not related by blood, marriage or adoption, there shall not be more than six persons residing in a Condominium Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Condominium Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure for ground maintenance. No truck, van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure, if permitted under both the Declaration of Master Covenants, Conditions and Restrictions for the Vineyards and the Declaration of Neighborhood Covenants, Conditions and Restrictions for a Portion of Tract "E", The Vineyards Unit One. No boat, boat trailer or other trailer of any kind, camper,

mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in the preceding three sentences may be removed by the Association at the expense of the Condominium Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner will be permitted outside the confines of the Condominium Unit Owner's Unit.

(c) No truck, van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended.

(f) No owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

(g) Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors except that the Developers can post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein, shall be paid by the Condominium Unit Owner or person in charge of such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(j) Soliciting is strictly forbidden. It is requested that Condominium Unit Owners notify the Association if a solicitor appears and appropriate action will be taken.

(k) No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Condominium Unit Owner or resident shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

(m) Each Condominium Unit Owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter any Condominium Unit and the improvements thereon for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the Condominium Units or the Limited Common Elements, if any, and Common Elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the Association.

(n) Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed in Collier County, Florida.

(o) All garbage trash containers shall be located within designated closed in areas in such a manner as to be out of view of the street and neighboring and adjacent units. All oil tanks, bottled gas tanks, swimming pool equipment and housing and sprinkler pumps and other such outdoor equipment must be underground walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets and Units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of this Declaration.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(r) All outside spigots shall be connected to potable water only.

(s) Each Condominium Unit Owner shall, prior to the commencement of any construction or prior to any erection, improvement or alteration of the Condominium Unit or prior to any

grading, excavation or tree removal on the Condominium Property, shall submit in sequence to the Board of Directors the following items: (i) a "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations; (ii) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals. The Board of Directors shall, in writing, after receipt of each required submittal, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. Failure to obtain written approval of the Board of Directors of all such plans, proposals and specifications prior to the commencement of any construction or prior to any grading, excavation or tree removal on the Condominium Property, shall be deemed a material breach hereof and the Board of Directors shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

(t) All areas not covered by structures, walkways, paved road or paved parking facilities or areas that have been left in their natural state by the Developer shall be maintained by the Association as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved by both the Board of Directors. All modifications to the landscaping shall be accomplished in accordance with a plan approved by the Board of Directors.

(u) Any modification to the gravel, blacktop or other paved residential parking strips must first be approved in writing by the Board of Directors. Driveways and parking areas must be constructed with materials as first approved in writing by the Board of Directors.

(v) All air conditioning units shall remain shielded and hidden so that they shall not be readily visible from any adjacent streets and properties. Wall air conditioning units may be permitted only upon the prior written approval of the Board of Directors. Window air conditioning units shall not be permitted.

(w) Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Board of Directors.

(x) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(y) Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept.

(z) A change in the design, material or location of all exterior mail boxes must first be approved in writing by the Board of Directors.

(aa) No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon the Condominium Property and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon the Condominium Property. All

lawns, landscaping and sprinkler systems shall be kept in good, safe, clean, neat and attractive condition by the Association, and all structures shall be maintained in a finished, painted and attractive condition.

(ab) No ceramic tiles which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(ac) All electric, telephone, gas and other utility lines must be installed underground, with the exception of electric transmission lines. This does not relate to transformers, junction boxes and other such equipment.

(ad) Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by the Board of Directors.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements, and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

#### 24. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Buildings to any of the residents of the Condominium, while such uncompleted Buildings are under construction and development. No Condominium Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Condominium Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

**25. TERMINATION:**

The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of all Condominium Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Collier County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Condominium Unit Owners in the same undivided shares as each Condominium Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

**26. COVENANTS:**

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Condominium Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

**27. INVALIDATION AND OPERATION:**

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

**28. INTERPRETATION:**

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

**29. MANAGEMENT AGREEMENT:**

Simultaneously with the execution of the Declaration and the adoption of the Bylaws, the Association, by and through its original Board of Directors and Officers, has entered into a Management Agreement with Parker Management, Inc., a Florida corporation. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the Bylaws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager. Each Condominium Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agree-



ment to the same extend and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Condominium Unit Owners in the cases provided therefore in said Management Agreement;

(c) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(d) Agreeing that the persons acting as directors and officer of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

The Association has entered into a contract for three (3) years for the management of the Association and for maintenance and operation of the Condominium Property. Notwithstanding the foregoing the Management Agreement may be terminated by either the Association or Parker Management, Inc. upon ninety (90) days written notice at any time after Condominium Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors.

Pursuant to the provisions of paragraph 9 of the Management Agreement, the management company shall receive as compensation for its services the sum of \$8.00 per month per unit or \$96.00 annually per unit for which a certificate of occupancy has been issued. There are no provisions for increases in the \$8.00 per month per unit management fee.

30. SEPARATE VOLUNTARY MEMBERSHIP IN COUNTRY CLUB AND GOLF CLUB:

The Vineyards Development Corporation who is the original developer of a Planned Unit Development in Collier County, Florida, known as The Vineyards (of which Tuscany at the Vineyards is a part) has indicated that a country club and golf course is to be established at the Vineyards. The Developer has been informed that the country club and golf course will be private clubs whose memberships will ultimately be available only to owners of dwelling units or dwelling unit lots located at The Vineyards (the "Owners at The Vineyards"). Owners at The Vineyards will be eligible to purchase memberships into such club or clubs as long as the pre-established capacity of 325 club memberships has not been reached with such memberships being held solely by Owners of The Vineyards except for twenty (20) honorary memberships that may be provided to third parties by The Vineyards Development Corporation or its successors and assigns. The honorary memberships will not be included in calculating the membership capacity of the country club. It is understood and agreed that all non-Owners at The Vineyards (except honorary members) will be members solely at the pleasure of the country club until such time as such membership is required to be used to satisfy an approved membership application of an Owner at The Vineyards. Membership rights of non-Owners at The Vineyards (except for honorary memberships) ultimately will be phased out as Owners at The Vineyards apply for and are approved for club membership so that such club membership ultimately may be filled completely by Owners at The Vineyards. The country club may establish rules and regulations specifying how priority is established concerning those Owners at The Vineyards who want to be members of the country club and golf course and establishing initiation dues, annual membership fees, green fees and other

expenses and charges with respect to the country club and golf course for those Owners at The Vineyards who want to become members.

31. CONSENT BY MORTGAGES:

The approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of assessment liens;
- (c) insurance or fidelity bonds;
- (d) reserves for maintenance, repair, and replacement of the Common Elements or Common Areas, if applicable;
- (e) rights to use of the Common Elements or Common Areas, if any;
- (f) responsibility for maintenance and repair;
- (g) expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of property to or from the Condominium Property, subject, however, to the provisions of this Declaration granting the Developer the right to amend this instrument;
- (h) boundaries of any Condominium Unit, which is security for a mortgage of record;
- (i) interests in the Common Elements or Limited Common Elements;
- (j) conversion of Common Elements or Limited Common Elements into Condominium Units or of Condominium Units into Limited Common Elements or Common Elements;
- (k) leasing of Condominium Units;
- (l) any right of first refusal or similar restriction on the right of a Condominium Unit Owner to sell, transfer or otherwise convey his or her Condominium Unit;
- (m) Reallocation of interests in the Common Elements or Limited Common Element or rights to their use;
- (n) Restoration or repair of the Condominium Project in a manner other than that specified in the Declaration;
- (o) Termination of the Condominium after substantial destruction or condemnation occurs;
- (p) A decision by the Association to establish self-management if professional management had been required by a mortgagee of a Condominium Unit;
- (q) any provisions which are for the express benefit of the Institutional Mortgagees or insurers or guarantors of recorded first mortgages on individual Condominium Units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve

material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

32. NOTICE TO INSTITUTIONAL MORTGAGEES:

Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

33. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES:


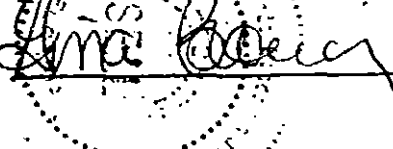
Institutional Mortgagees shall have the following rights:

(a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the Financial Statements of the Association for the immediately preceding fiscal year as soon as such Financial Statements are available.

(b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and Financial Statement of the Association.

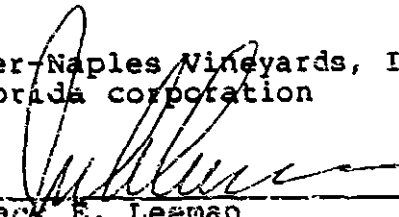
IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

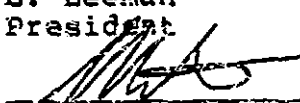
Signed, Sealed and Delivered in the Presence Of:

  
\_\_\_\_\_  
  
\_\_\_\_\_

(CORPORATE SEAL)

Parker-Naples Vineyards, Inc., a Florida corporation

By:   
\_\_\_\_\_  
Jack E. Leeman  
Vice President

Attest:   
\_\_\_\_\_  
Stephen J. Mitchell  
Assistant Secretary

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit membership corporation, hereby agrees to accept all the benefits and all the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said not-for-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

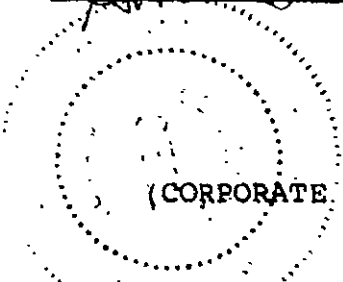
Signed, Sealed and Delivered  
in the Presence Of

[Signature]  
[Signature]

TUSCANY AT THE VINEYARDS  
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Jack E. Leeman  
Vice President

Attest: [Signature]  
Jack E. Leeman  
Secretary



(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Hillsborough

3<sup>rd</sup> The foregoing instrument was acknowledged before me this day of April, 1989, by Jack E. Leeman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation on behalf of the corporation.

[Signature]  
Notary Public - State of  
at Large

My Commission Expires:

Feb. 11, 1990

STATE OF Florida  
COUNTY OF Hillsborough

3<sup>rd</sup> The foregoing instrument was acknowledged before me this day of April, 1989, by Jack E. Leeman, as Vice President of TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida corporation on behalf of the corporation.

[Signature]  
Notary Public - State of  
at Large

My Commission Expires:

Feb. 11, 1990

097-01-1722-049

CONSENT OF MORTGAGEE OF  
DECLARATION OF CONDOMINIUM

SOUTHEAST BANK, N.A., the owner and holder of a mortgage encumbering the land described in Exhibit A, attached to the Declaration of Condominium of TUSCANY AT THE VINEYARDS, A CONDOMINIUM according to the Declaration thereof to which this Consent is attached, hereby consents to said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit A attached to the Declaration of Condominium shall be upon all of the condominium parcels of TUSCANY AT THE VINEYARDS, A CONDOMINIUM, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by SOUTHEAST BANK, N.A. or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Chapter 718.

Executed this 8<sup>th</sup> day of March, 1989.

WITNESSES:

Clay J. Wilson  
Amy Rogers

SOUTHEAST BANK, N.A., a  
national banking association

By: [Signature]  
Its: Vice President

Attest: Donald M. Sealy  
(CORPORATE SEAL) Vice President

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing Consent of Mortgagee of Declaration of Condominium was acknowledged before me this 8<sup>th</sup> day of March, 1989, by Jessie L. Cash, as Vice President of SOUTHEAST BANK, N.A., a national banking association on behalf of the national banking association.

Amy Rogers  
Notary Public  
State of Florida

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires June 15, 1992  
Bonded thru Troy Inn - Insurance Inc.

CONSENT OF MORTGAGEE OF  
DECLARATION OF CONDOMINIUM

THE VINEYARDS DEVELOPMENT CORPORATION, the owner and holder of a mortgage encumbering the land described in Exhibit A, attached to the Declaration of Condominium of TUSCANY AT THE VINEYARDS, A CONDOMINIUM according to the Declaration thereof to which this Consent is attached, hereby consents to said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit A attached to the Declaration of Condominium shall be upon all of the condominium parcels of TUSCANY AT THE VINEYARDS, A CONDOMINIUM, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by THE VINEYARDS DEVELOPMENT CORPORATION or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Chapter 718.

Executed this 13<sup>th</sup> day of MARCH, 1989.

WITNESSES:

THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation

*[Handwritten signature]*  
Diare Joster

By: *[Handwritten signature]*  
Its: (Pres)

Attest: \_\_\_\_\_  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing Consent of Mortgagee of Declaration of Condominium was acknowledged before me this 13<sup>th</sup> day of March, 1989, by Michael Procacci, as President of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation on behalf of the corporation.

*[Handwritten signature]*  
Notary Public  
State of Florida

My Commission Expires:

097-01-1722-049/2

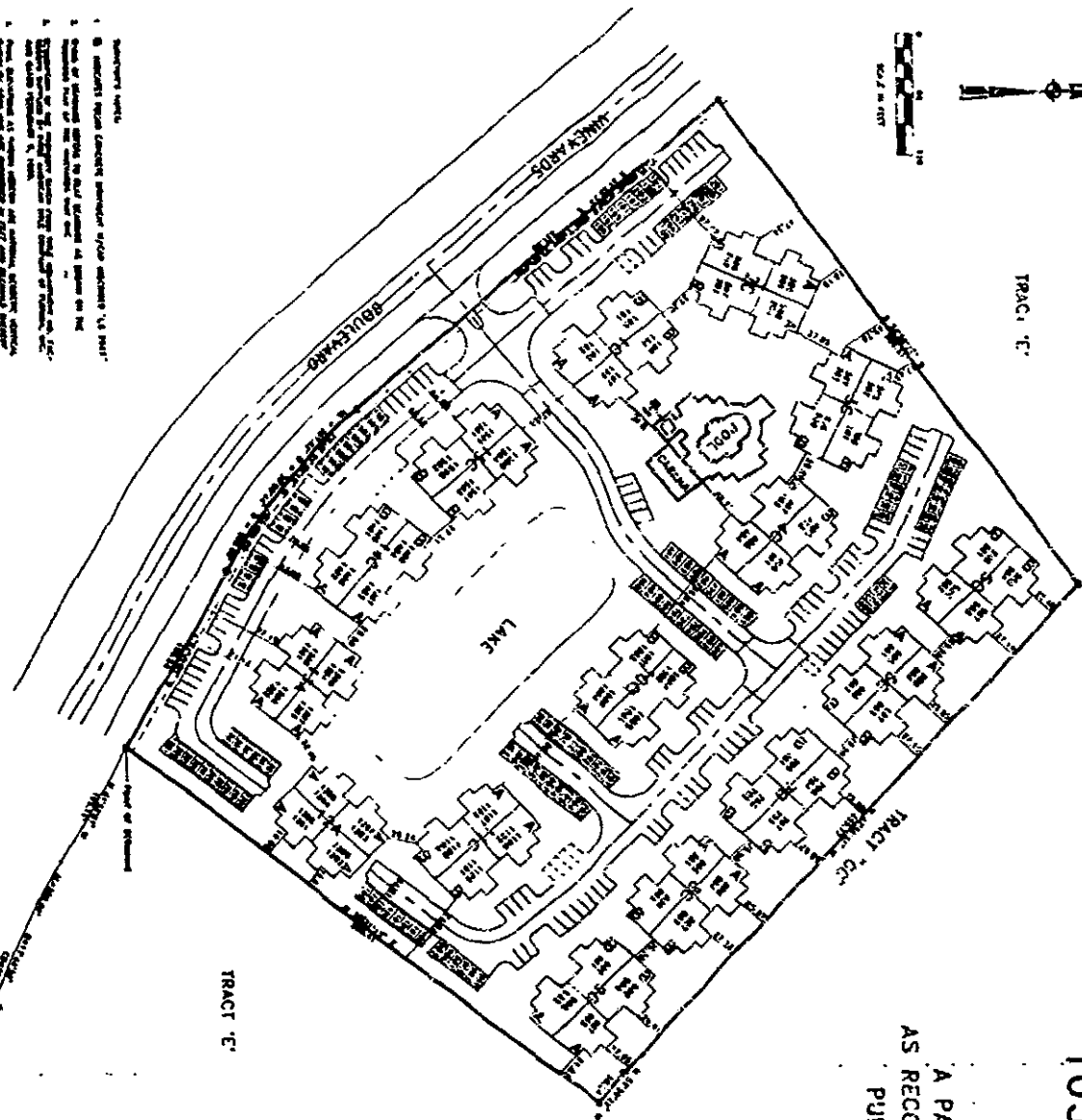
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR. 5, 1991.  
RENEW THROUGH NOTARY PUBLIC UNDERWRITER.

A parcel of land located in Section 8, Township 49 South, Range 26 East, Collier County, Florida, and being a portion of Tract E, The Vineyards Unit One as recorded in Plat Book 14, Page 69 through 70 of the Official Records of Collier County, Florida, being more particularly described as follows: commencing at a point, said point being the Southeast corner of Tract E, The Vineyards Unit One, and located on the North Right-of-way line of Vineyards Boulevard and being common corner to Tract P-1, The Vineyards Unit One; thence with the North Right-of-way line of Vineyards Boulevard along on a curve to the left, having a central angle of  $4^{\circ} 33' 38''$ , radius of 610.00 feet, chord bearing on  $N 77^{\circ} 09' 44'' W$  and chord length of 48.54 feet along the arc of the curve a distance of 48.56 feet to a point; thence  $N 79^{\circ} 17' 33'' W$  a distance of 654.46 feet to the point of curvature of a curve to the right having a central angle of  $17^{\circ} 44' 26''$ , radius of 665.00 feet, and chord length of 205.08 feet; thence along the arc of said curve 205.90 feet to a point; thence  $N 61^{\circ} 33' 07'' W$  a distance of 193.11 feet to the point of beginning; thence leaving the North Right-of-way line of Vineyards Boulevard  $N 38^{\circ} 31' 15'' E$  a distance of 568.41 feet to a point, said point being on the boundary between Tract E and Tract GC, thence with the boundary between Tract E and Tract GC the following courses:  $N 51^{\circ} 39' 22'' W$  36.94 feet,  $N 47^{\circ} 56' 31'' W$  655.72 feet; thence leaving the boundary of Tract GC  $S 54^{\circ} 56' 15'' W$  a distance of 586.51 feet to a point said point being on the North Right-of-way line of Vineyards Boulevard; thence along the North Right-of-Way  $S 41^{\circ} 23' 23'' E$  a distance of 461.89 feet to the point of curvature of a curve to the left having a central angle of  $20^{\circ} 09' 44''$  radius of 590.00 feet, and chord length of 206.55 feet; thence along said curve to the left 207.62 feet; thence  $S 61^{\circ} 33' 07'' E$  a distance of 198.94 feet to the point of beginning containing 10.783 acres, more or less.

Exhibit "A"

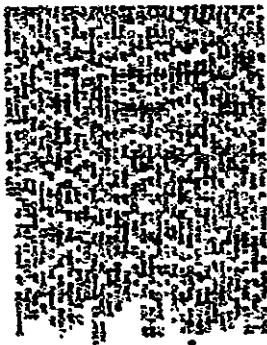
# TUSCANY AT THE VINEYARDS A CONDOMINIUM

A PART OF TRACT "E", THE VINEYARDS UNIT ONE,  
AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74  
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



## SURVEY AND PLOT PLAN

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. ALL ANGLES ARE IN DEGREES AND DECIMALS THEREOF.
3. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.

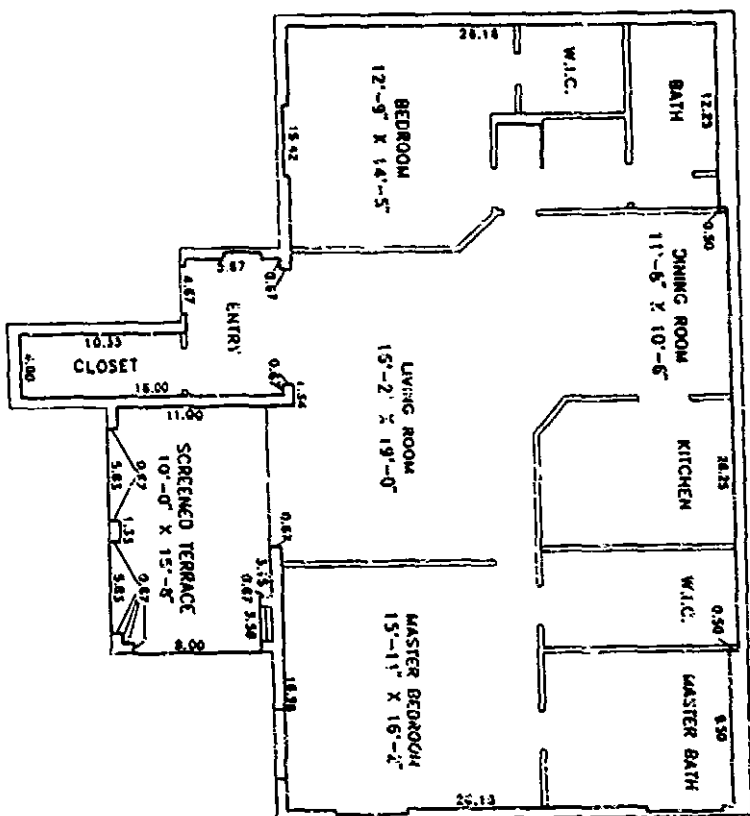


*Signature*  
 PARKER - NAPLES VINEYARDS INC.  
 TUSCANY AT THE VINEYARDS  
 A CONDOMINIUM

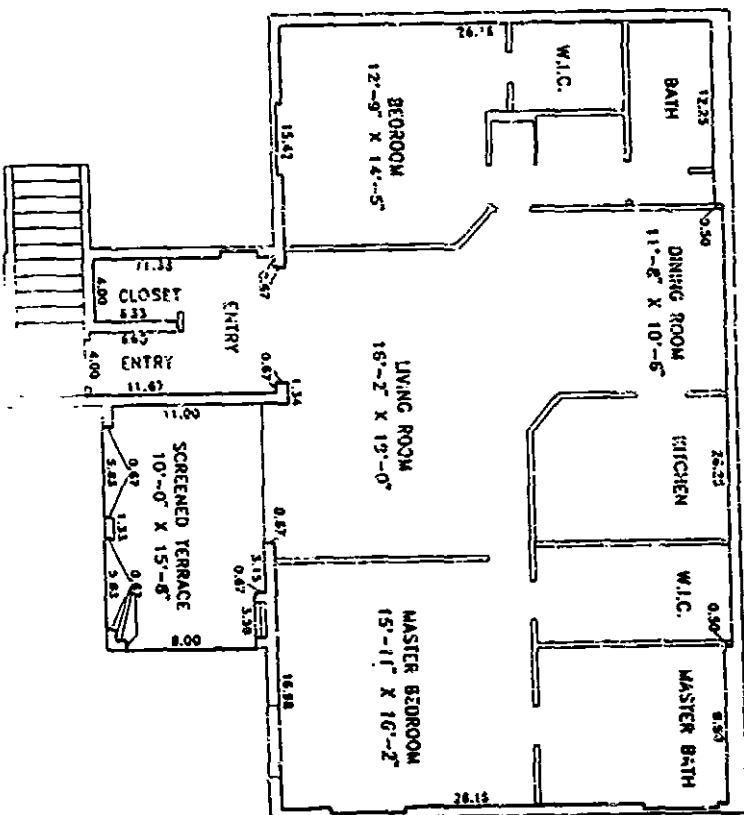
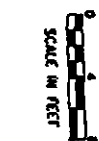
DATE	10/15/00
BY	DAVID L. PARKER
TITLE	REGISTERED PROFESSIONAL ENGINEER
NO.	10000
EXPIRES	10/15/02
STATE	FLORIDA
PROJECT	TUSCANY AT THE VINEYARDS A CONDOMINIUM
OWNER	PARKER - NAPLES VINEYARDS INC.
ADDRESS	10000
CITY	10000
STATE	10000
ZIP	10000
SCALE	1" = 100'
DATE	10/15/00
BY	DAVID L. PARKER
TITLE	REGISTERED PROFESSIONAL ENGINEER
NO.	10000
EXPIRES	10/15/02
STATE	FLORIDA
PROJECT	TUSCANY AT THE VINEYARDS A CONDOMINIUM
OWNER	PARKER - NAPLES VINEYARDS INC.
ADDRESS	10000
CITY	10000
STATE	10000
ZIP	10000

Exhibit "B"



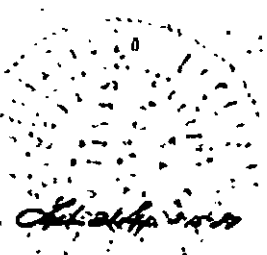


TYPICAL 'A' UNIT - DOWNSTAIRS

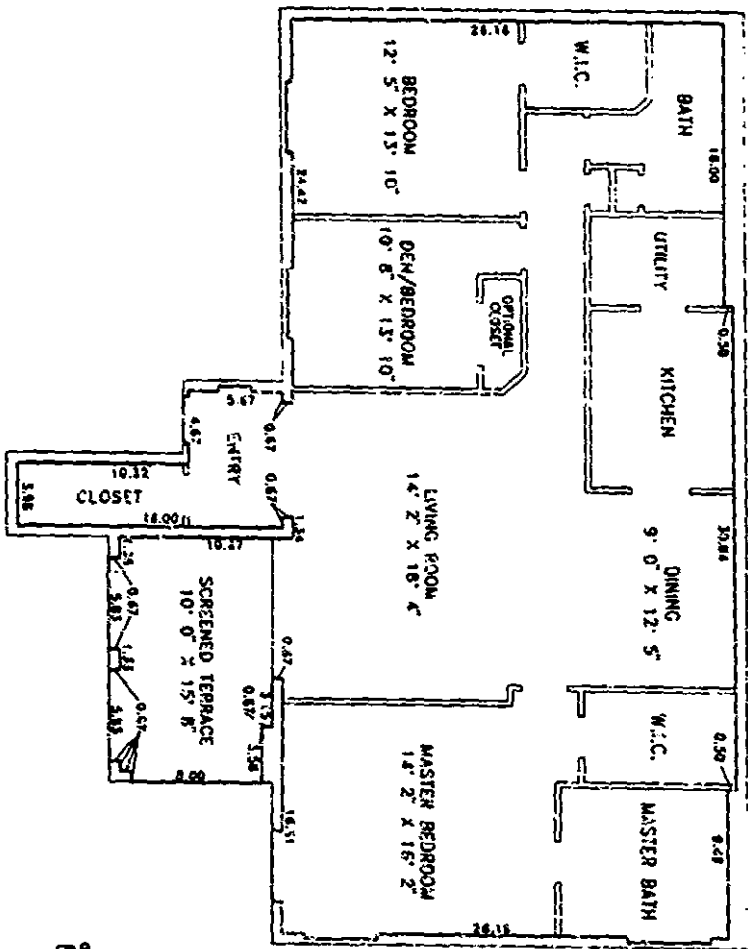


TYPICAL 'A' UNIT - UPSTAIRS

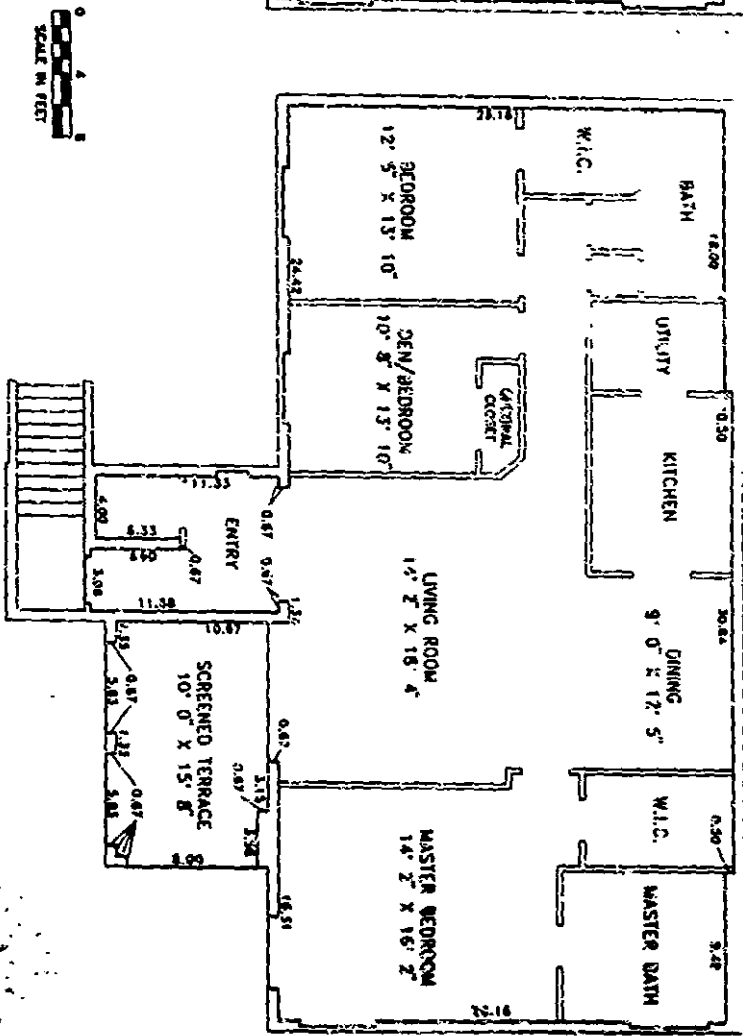
- SUPPLIER'S NOTES
- 1) UNIT PLANS PREPARED FROM ARCHITECTURAL DRAWINGS BY ALFONSO ARCHITECTS AND DATE 8/7/78.
  - 2) ALL DIMENSIONS ARE APPROXIMATE AND ARE TO FINISHED WALLS.
  - 3) ALL DIMENSIONS ARE APPROXIMATE AND ARE TO FINISHED WALLS.
  - 4) HEAVY LINE INDICATES APPROXIMATE UNIT BOUNDARY.
  - 5) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - 6) UNITS AS SHOWN HEREON MAY APPEAR REVERSED (CORRECTED) AS SHOWN ON THE RESPECTIVE BUILDINGS.



**PARLER - HARLES VINEYARDS INC.**  
**TUSCANY AT THE VINEYARDS**  
**A CONDOMINIUM**  
 Architect/Engineer  
 1100 N. ...  
 ...  
 ...



TYPICAL "B" UNIT DOWNSTAIRS



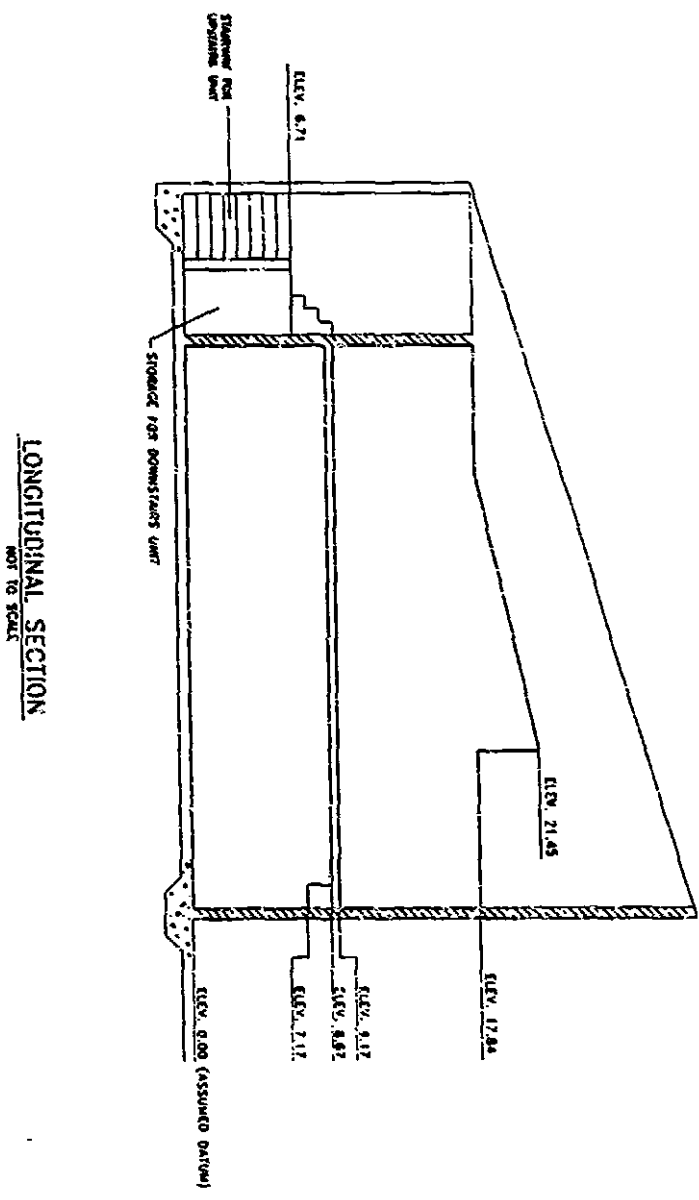
TYPICAL "B" UNIT UPSTAIRS



CONTRACTOR'S NOTES

- 1) UNIT PLANS PROVIDED FROM ARCHITECTURAL DRAWINGS BY ALTONO ARCHITECTS AND DATED 8/21/88.
- 2) ALL DIMENSIONS ARE APPROXIMATE AND ARE TO FINISHED WALLS.
- 3) FLOOR AND CEILING, THE FINAL DETERMINING FACTOR.
- 4) HONEY LUM PROVIDES PERMANENT UNIT BOUNDARY.
- 5) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 6) UNITS AS SHOWN HEREON MAY DIFFER Slightly (DIMENSIONS) AS SHOWN ON THE RESPECTIVE DRAWINGS.

PARKER - MARCUS VINEYARDS, INC.  
TUSCANY AT THE VINEYARDS  
A CONDOMINIUM



LONGITUDINAL SECTION  
NOT TO SCALE

UNIT	APPROXIMATE SQUARE FEET (NET)	APPROXIMATE SQUARE FEET (GROSS)
101A	1,100	1,100
101B	1,100	1,100
101C	1,100	1,100
101D	1,100	1,100
101E	1,100	1,100
101F	1,100	1,100
101G	1,100	1,100
101H	1,100	1,100
101I	1,100	1,100
101J	1,100	1,100
101K	1,100	1,100
101L	1,100	1,100
101M	1,100	1,100
101N	1,100	1,100
101O	1,100	1,100
101P	1,100	1,100
101Q	1,100	1,100
101R	1,100	1,100
101S	1,100	1,100
101T	1,100	1,100
101U	1,100	1,100
101V	1,100	1,100
101W	1,100	1,100
101X	1,100	1,100
101Y	1,100	1,100
101Z	1,100	1,100
102A	1,100	1,100
102B	1,100	1,100
102C	1,100	1,100
102D	1,100	1,100
102E	1,100	1,100
102F	1,100	1,100
102G	1,100	1,100
102H	1,100	1,100
102I	1,100	1,100
102J	1,100	1,100
102K	1,100	1,100
102L	1,100	1,100
102M	1,100	1,100
102N	1,100	1,100
102O	1,100	1,100
102P	1,100	1,100
102Q	1,100	1,100
102R	1,100	1,100
102S	1,100	1,100
102T	1,100	1,100
102U	1,100	1,100
102V	1,100	1,100
102W	1,100	1,100
102X	1,100	1,100
102Y	1,100	1,100
102Z	1,100	1,100

PARKER - NAPLES VINEYARDS, INC.  
**TUSCANY AT THE VINEYARDS**  
 A CONDOMINIUM  
 Anchor Engineering  
 400 ...  
 ...

1722-049-1-

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 6, 1988, as shown by the records of this office.

The document number of this corporation is N28730.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
6th day of October, 1988.



Handwritten signature of Jim Smith.

Jim Smith  
Secretary of State

CR2E022 (6-87)

ARTICLES OF INCORPORATION

OF

TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC. Its principal office and principal place of business shall be at 5333 Harborside Drive, Tampa, Florida 33615. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for TUSCANY AT THE VINEYARDS, A CONDOMINIUM, located in Collier County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Florida Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities). To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve the condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

(h) To contract for the maintenance, repair, replacement and operation of any and all of the condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association Funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular unit owners).

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby.

Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS  
AND THE MANNER OF THEIR ADMISSION

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, PARKER-NAPLES VINEYARDS, INC., shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a unit shall be a prerequisite to exercising any rights as a member. A unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of the condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Stephen J. Mitchell	Post Office Box 3433 Tampa, Florida 33601

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Walter D. Turken	President	118 W. 57th Street New York, NY 10019

Jack E. Leeman	Vice President/ Secretary	5333 Harborside Dr. Tampa, Florida 33615
David W. Scussel	Treasurer	5333 Harborside Dr. Tampa, Florida 33615

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

#### ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Walter D. Turken	118 W. 57th Street New York, NY 10019	1 year
Jack E. Leeman	5333 Harborside Drive Tampa, Florida 33615	1 year
David W. Scussel	5333 Harborside Drive Tampa, Florida 33615	1 year

Section 3. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a Director appointed or elected by the Developer (as defined herein) and the Developer retains the right to appoint or elect the Director, then the Director shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a Director elected by the members other than the Developer, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members called at least in part for the purpose. Directors elected or appointed to fill vacancies shall hold office for the unexpired term of the Director being replaced or until removed as provided in this Article IV.

Section 6. Meetings of the Board of Administration shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting



in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the association, for the purpose of conducting condominium business.

ARTICLE VIII - INDEMNIFICATION OF  
OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - RIGHTS OF DEVELOPER

PARKER-NAPLES VINEYARDS, INC., a Florida corporation, which is the developer of TUSCANY AT THE VINEYARDS, A CONDOMINIUM, shall have full right and authority but shall not be obligated to manage the affairs and exclusive right to remove and elect the directors of the Association (who need not be members) until the following shall occur:

A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such members shall be entitled to elect not less than one-third (1/3) of the board of directors.

B. Within three (3) years after fifty percent (50%) or within three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such members shall be entitled to elect a majority of the board of directors.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least 5% of the units for sale in the ordinary course of business.

D. When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

E. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

ARTICLE X - BY-LAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of PARKER-NAPLES TWO, INC. the Developer, or its successors or assigns, or the mortgagee of any condominium property or unit without the written consent of the Developer or mortgagee, respectively. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE XI - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the voting interest membership present and voting cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the consent of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XII - VOTING

Section 1. Each condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium of Tuscany at The Vineyards, a Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with PARKER-NAPLES VINEYARDS, INC. or its successors or assigns. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

ARTICLE XIII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIV - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, STEPHEN J. MITCHELL, whose address is Suite 2100, One Tampa City Center Building, Post Office Box 3433, Tampa, Florida 33601, is appointed registered agent for service of process upon TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 3rd day of October, 1988.

STEPHEN J. MITCHELL (SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 3rd day of October, 1988, before me, the undersigned authority, personally appeared STEPHEN J. MITCHELL to me well known to be the person described in and who executed the foregoing instrument and he acknowledged then and there before me that he executed said instrument.

WITNESS my hand and official seal at Tampa, Florida, this 3rd day of October, 1988.

Barbara W. Hartney  
Notary Public

My Commission Expires: by commission expires  
March 26, 1992

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

A. White  
Registered Agent

BYLAWS  
OF  
TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.  
(A Corporation not for Profit)

ARTICLE I. - GENERAL

Section 1. The name, address and term of existence of the Association shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II. - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in Collier County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of December and the 1st day of February of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail or hand delivery to each member thirty (30) days prior thereto. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting on the condominium property at least fourteen (14) days prior thereto.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium, may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the unit owners or by a majority of the Directors. Notwithstanding the foregoing, the President at his option shall either (i) serve a written application upon the Board of Directors and the Board of Directors shall call a special meeting of the members whenever a vote is required on any matter of The Vineyards Community Association, Inc. or (ii) the President shall direct the Secretary of the Association to prepare and mail out ballots to all members whenever a vote is required on any matter of The Vineyards Community Association, Inc. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the unit owners. Such special meeting of the unit owners shall be set within thirty (30) days after such written application upon not less than ten (10) days written notice to each unit owner.

Section 4. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting at which the budget will be considered. The meeting to consider the budget shall be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, the upon written application of ten (10) percent of the voting interest to the Board of Directors, the President shall call a special meeting of the members within 30 days, upon not less than 10 days

written notice to each member. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget shall require a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget shall be adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two thirds (2/3) of the voting interests those present and voting the membership approves considering business not stated in the notice. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. Members may waive such notice and may act by written agreement without meetings.

Section 6. Persons entitled to at least a majority of the voting interests shall constitute a quorum but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

### ARTICLE III. - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) hours in advance thereof except in an emergency.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

#### ARTICLE IV. - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. He shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and

committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the president. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times. The Secretary shall tabulate all votes on any matter of The Vineyards Community Association, Inc. and send the results of such tabulation to the Secretary of The Vineyards Community Association, Inc.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each members along with the notice of the annual meeting required in Article II, Section 2 hereof.

ARTICLE V. - MANNER OF COLLECTING FROM THE  
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefore from time to time, all in accordance with the terms of the Declaration of Condominium.

Section 2. Regular assessments shall paid by the members on a monthly or quarterly basis as the Board of Directors shall choose, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequently than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

#### ARTICLE VI. - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association, the Articles of Incorporation or of any law, the Association, after reasonable notice to cure not to be less than fifteen (15) days, shall all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to assess and charges any offending member a sum not to exceed \$50.00 for each infraction of the Rules and Regulations, and in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court cost and the Association's attorney's fees. If the Association elects to enforce its lien for foreclosure the member may be required to pay a reasonable rent for his unit during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. The Association to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

Section 3. The Association may suspend the enjoyment of any member for any period during which any assessment is unpaid and for a period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, and under no circumstances shall the Association have the right to suspend any easement or right of ingress and egress to any unit.



ARTICLE VII. - VOTING ON THE VINEYARDS COMMUNITY ASSOCIATION MATTERS

Section 1. Each unit shall be entitled to one vote as a Class A Member of THE VINEYARDS COMMUNITY ASSOCIATION, INC. as such term is defined in the DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS dated July 8, 1988, and recorded in O. R. Book 1284 beginning at page 1938 as amended by that certain instrument recorded in O. R. Book 1326 beginning at page 1200, and as further amended in O. R. Book 1372 beginning at page 2082, and as may be amended from time to time notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a unit, the vote to which that unit is entitled may be exercised by one of such joint owners by agreement with the remainder of the joint owners if such vote is in accordance with the terms of the DECLARATION OF CONDOMINIUM OF TUSCANY AT THE VINEYARDS; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not be an officer or director of TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC. or affiliated with PARKER-NAPLES VINEYARDS, INC. or its successors or assigns. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

Section 3. The secretary of TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC. shall tabulate all votes on any matter of THE VINEYARDS COMMUNITY ASSOCIATION, INC. and send the results of such tabulation to the secretary of THE VINEYARDS COMMUNITY ASSOCIATION, INC.

ARTICLE VIII. - ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statute Section 718.504(20).

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

ARTICLE IX. - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE X. - AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the

Association. A majority of the voting interest of those members present and voting cast at a duly called meeting shall be necessary to amend the Bylaws.

ARTICLE XI. - ARBITRATION

Any matter of controversy or dispute arising from the operation of the condominium between or among developers, members, the association and their agents and assigns, shall be settled by arbitration in accordance with the rules provided therefor by the American Arbitration and the laws of the State of Florida.

097-01-1722-049

NO. 175.00 +21.50

DECLARATION OF INTENT, COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VINEHARTS

THIS DECLARATION made as of the 11th day of July, 1961, by THE VINEHARTS DEVELOPMENT CORPORATION, 5711 Lake Boulevard South, Naples, Florida 33959, JAMES S. FRONCO, and RICHARD J. FRONCO, hereinafter called "DECLARANT".

RECEIVABLE

A. DECLARANT is the developer of a Planned Unit Development in Collier County, Florida, known as THE VINEHARTS and is desirous of creating a quality planned community.

B. DECLARANT is desirous of imposing covenants, conditions and restrictions on the lands in THE VINEHARTS UNIT I to protect and enhance the land values therein, and set in the future subject additional lands in THE VINEHARTS to the covenants, conditions, and restrictions of this Declaration and to amend this Declaration with respect to such additional lands and to well impose additional protective covenants, conditions and restrictions on such lands as may be necessary and appropriate to each distinct phase of THE VINEHARTS.

C. DECLARANT is desirous of providing for the preservation and enhancement of property values and amenities in the community and for the maintenance of the Subject Property and improvements thereon and to this end desires to subject THE VINEHARTS UNIT I, together with such additions as may hereafter be made thereto, in accordance with the provisions hereof, to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

D. DECLARANT has incorporated under the laws of the State of Florida, a property owners Association, THE VINEHARTS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION", a nonprofit corporation.

E. DECLARANT may, in its sole discretion, convey, lease or grant a license, easement or other use right to lands within or without THE VINEHARTS, to the ASSOCIATION, and the ASSOCIATION may accept the same for the purpose of maintenance, landscaping, drainage, recreation, fire protection, mosquito control, security or other purposes that will be for the use and benefit of its members and their families, tenants and guests, as determined by DECLARANT.

Witness my hand and seal this 11th day of July, 1961, at Naples, Florida 33963.



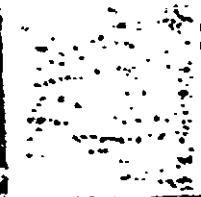
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THE UNDERSIGNED, DECLARANT, declares that the real property described in Exhibit "A", THE STUYVESANT TRACT I, and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and encumbered subject to the covenants, conditions, restrictions, easements, mortgages and liens (sometimes referred to as "covenants, conditions, and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all persons gaining title through the undersigned.

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ARTICLE I  
DEFINITIONS

Section 1.01. "Assessed Value" shall mean and refer to the value of a Plot or Unit as shown on the most recent assessment rolls prepared by the Collier County Property Appraiser.

Section 1.02. "Association" shall mean and refer to those charges levied by the ASSOCIATION from time to time against each Plot or Unit within Subject Property for the purpose set forth herein.

Section 1.03. "THE VINEYARD" shall mean and refer to those certain lands located in Collier County, Florida, and covered by PLAT NO. 1 the general boundary of Vanderbilt Beach Road to the north, Airport Road to the west, Pine Ridge Road to the south, and Golden Gate Estates to the east and such other lands as may, from time to time be added to or subtracted from said lands pursuant to Article II.

Section 1.04. "THE VINEYARD UNIT #1" shall mean and refer to TRACT NO. 1 certain lands located in THE VINEYARD, containing approximately 150.00 acres within the boundaries of the Plat or subdivision recorded in the Public Records of Collier County, Florida, at Plat Book 14, Pages 1 through 11, inclusive, as more fully described in Exhibit "A".

Section 1.05. "Commercial" shall mean and refer to all uses which are not institutional or Residential.

Section 1.06. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property and improvements thereon, which are dedicated, conveyed, reserved or for which a license is granted to the ASSOCIATION and which are intended to be devoted to the common use and enjoyment of all or a portion of the Owners of the ASSOCIATION.

Section 1.07. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.08. "ASSOCIATION" shall mean and refer to THE VINEYARD DEVELOPMENT CORPORATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 1.09. "DEVELOPER" shall mean and refer to THE VINEYARD DEVELOPMENT CORPORATION, a Florida Corporation, whose address is 301 Gals Boulevard South, Naples, Florida 33959, MICHAEL J. PROCCACI, and JAMES M. PROCCACI, jointly and severally, together with their successors and assigns of any or all of their respective rights under this Declaration.

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Section 1.10. "Encroachments" shall mean and refer to this General Ordinance Chapter 2, Collier County on May 1, 1985 governing the development of the Subject Property, and any amendments thereto.

Section 1.11. "Development Order" shall mean and refer to the certain Ordinance Chapter 2, Collier County on May 1, 1985 governing the development of the Subject Property, and any amendments thereto.

Section 1.12. "Governing Documents" shall mean (i) in the case of the ASSOCIATION, this Declaration, any Supplementary Declaration and the Articles of Incorporation of the ASSOCIATION, and (ii) in the case of a Neighborhood Association, the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and filed of record. In the event of conflict or inconsistency among Governing Documents applicable to the ASSOCIATION or Neighborhood Association, as the case may be, to the extent permitted by law, the Declaration and any Supplementary Declaration in that order shall control. In the event of conflict or inconsistency between the ASSOCIATION and Neighborhood Association Governing Documents, to the extent permitted by law the ASSOCIATION Governing Documents shall control. Any Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 1.13. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, site or other structure alteration, screen enclosure, sewer, drain, disposal system, water distribution lines and facilities, decorative building, recreational facilities, landscaping, exterior lighting, burning, mounding, or landscape device or object.

Section 1.14. "Institutional" shall mean and refer to nonresidential and noncommercial uses, including but not limited to churches, schools, libraries, museums, utilities, governmental facilities, and nonprofit recreational facilities.

Section 1.15. "Master Development Plan" shall mean and refer to the ASSOCIATION'S PLAN OF DEVELOPMENT as may be amended from time to time by resolution of the land use and residential uses defined by ORDINANCE to the various portions of Subject Property.

Section 1.10. "Shareholder" shall mean and refer to those persons who are entitled to membership in the ASSOCIATION. The two classes of membership are:

A. "Class A" shall mean and refer to the class of membership which includes all members with the exception of the DECLARANT for as long as he is a Class B Member.

B. "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.

Section 1.11. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other non-area development.

Section 1.12. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successor and assigns, for any particular Neighborhood.

Section 1.13. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased, or the use of which has been granted to the residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its Members.

Section 1.14. "Neighborhood Covenants" shall mean and refer to any and all restrictive covenants, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific Neighborhoods, but not to all Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.

Section 1.15. "Mortgage" shall mean and refer to a second charge or lien limited to any plot located within Subject Property, but excluding those having an interest in a Plot solely as security for the performance of an obligation.

Section 1.16. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.17. "Plot" shall mean and refer to a platted lot, fractionally owned, or tract of land which has been fractionally patented to one person, a governmental unit together with the undivided share of the common elements which are

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opportunities to the Plot, or to any quantity of land, including any improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is designated by the SCHEDULE to be used, developed and covered as a Plot and which is the smallest undivided part or ownership at any point in time.

Section 1.21. "Property Unit" shall mean and refer to:

A. For Residential property, any dwelling unit intended for occupancy by one family or households;

B. For Commercial property, a Property Unit shall be each three thousand (3,000) square feet of floor area as defined in Article IV.

Section 1.22. "PUD" shall mean and refer to Collier County Ordinance No. 99-09, establishing the Planned Unit Development for THE VINEYARD, adopted by the Board of County Commissioners of Collier County, Florida, on May 1, 1999, as amended by Ordinance 99-03, and as the same may be additionally amended from time to time.

Section 1.23. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.24. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.25. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within THE VINEYARD that is dedicated to or owned by the ASSOCIATION or a Neighborhood Association, or any section of a public right-of-way for which the ASSOCIATION may have maintenance responsibility, unless same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.26. "Subject Property" shall mean and refer to all fee property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article III hereof.

Section 1.27. "Unimproved Plot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.28. "Plot" shall mean and refer to:

(a) An improved Plot for a single family dwelling; or

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(b) A portion of a Building Containing for separate ownership having delineated boundaries and being located on an improved Plot; or

(c) A portion of an Unimproved Plot in Subject Property which at a given time is so delineated and designated for separate ownership; or

(d) A portion of an Unimproved Plot which at a given time is feasible for future delineation and designation for separate ownership in conformity with the Master Development Plan, this Declaration and applicable regulations.

**ARTICLE II**

**DECLARANT'S RIGHTS AND POWERS**

**Section 1.01. Additions to Subject Property.**

A. DECLARANT shall have the right and the power in its sole discretion, but without the duty nor the obligation, to add any lands within the boundaries of THE VILLAGE to Subject Property by executing an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION SHALL BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE ASSOCIATION, THE NUMBER OF PROPERTY UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE ASSOCIATION.

B. At the time any additional lands are made subject to this Declaration, DECLARANT may also record an instrument which:

- i. modifies any of the provisions of this Declaration insofar as they may apply to such additional lands; or
- ii. creates new provisions applicable only to such additional lands; or
- iii. omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- iv. does any, all, or some of the above.

C. The execution and recording of this Declaration shall not be construed to require DECLARANT to subject any of the lands within THE VILLAGE other than those subjected hereby to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 2.07. Possible Additions to the Vestments.

Any lands not within the current general boundaries of the VESTMENTS may be added to the VESTMENTS by DECLARANT only upon the consent of a majority vote of the Members of the ASSOCIATION other than DECLARANT. Provided, however, this Paragraph shall not prevent the ASSOCIATION from acquiring, by purchase, gift, dedication, lease, license or other use right, any lands outside the boundaries of the VESTMENTS in accordance with Section 2.03 or Article III.

Section 2.08. Conditions of Land.

Any addition of land shall be made by recording an instrument which adds such lands to the VESTMENTS. The deed shall not create nor shall it impose any duty or obligation on the DECLARANT to subject such additional lands to any covenants, conditions, restriction or other provision of this Declaration, but in a deed to the DECLARANT or others, it may subject such additional land to the provision of this Declaration in accordance with the provision of Section 2.03 or to the provision of any other recorded instrument.

Section 2.09. Common Area.

A. So long as there is a Class 3 Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation in its sole discretion, to out lease, grant a license, or other use right to real property within or without the VESTMENTS for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be the ASSOCIATION Common Area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.

1. Any such conveyance, dedication, lease or grant of license or use right to the ASSOCIATION may be exclusive or nonexclusive so that Persons or entities other than the ASSOCIATION may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, or licensed for the use to which it has been granted. The ASSOCIATION must accept from DECLARANT any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class 3 Member, the ASSOCIATION shall not accept from any Person other than DECLARANT a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the DECLARANT.

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11. Prior to any conveyance, dedication, lease or grant of interest or other use right by DECLARANT to the ASSOCIATION or any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; hereafter, the right to use such property may be subject to reasonable fees and other charges in favor of the ASSOCIATION; in any event, taxes, fees and other charges required to be paid to DECLARANT under the leases, grants, licenses or contracts creating the use right shall continue to be paid.

12. So long as there is a Class 2 Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to preserve the environment which will preserve the value of the Common Areas and to foster the attractiveness and functional utility of the VILLAGE as a place to live, work and play, and which will maintain harmonious relationships among structures, vegetation and topography.

13. The Common Areas shall be subject to the provisions of Article VIII. The use of Common Areas shall be in conformity with the uses permitted in Article VIII. The provisions of Article VIII shall not be applicable to any property owned by DECLARANT prior to its conveyance to the ASSOCIATION or a Neighborhood Association.

14. Nuisance or obnoxious or offensive activity shall be prohibited on any Common Area. So long as there is a Class 2 Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to residents or members.

15. So long as there is a Class 2 Member, any type use of Common Areas shall be subject to the prior written approval of DECLARANT.

16. Neither the execution and recordation of this Declaration, nor the creation of the ASSOCIATION or other entity, nor the recordation of any other instrument subjecting any land in the VILLAGE to priorities, covenants, and restrictions shall obligate or require DECLARANT or any other person to grant any right, power, duty or privilege of any nature or kind to the ASSOCIATION or other entity; or obligate or require



DECLARANT to enforce any or permitted under this Declaration or to enforce any covenants, conditions, restrictions or other provisions thereof.

W. Except as otherwise specifically provided herein, so long as there is a Class B Member, DECLARANT reserves the right and the power to delegate or assign, either exclusively or nonexclusively, to any person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and/or privileges to any person or entity.

**Section 3.11. Neighborhood Associations.**

So long as DECLARANT owns land in THE VILLAGE for development, DECLARANT shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Declaration by recording separate covenants, conditions, restrictions, and other provisions applying to any specific Neighborhood. Such amendments or separate instruments may or may not create property covenants, conditions, restrictions, neighborhood associations or entities other than the ASSOCIATION. Said amendments or supplemental covenants, conditions and restrictions shall only be implemented and recorded with the consent of the OWNER in said Neighborhood.

**Section 3.12. Enforcement and Injunction.**

A. So long as DECLARANT owns land in THE VILLAGE for development, DECLARANT reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the ASSOCIATION, or to any Neighborhood Association, or to an OWNER, or to any other person.

B. So long as DECLARANT owns land in THE VILLAGE for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provision, to require cessation of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration.

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Failure by DECLARANT or by the ASSOCIATION, or by a Neighborhood Association or any other OWNER or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

C. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by DECLARANT or the ASSOCIATION in any action against an OWNER to enforce any provisions of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount which remains due and unpaid shall be a continuing lien upon OWNER'S Plot collectible in the manner provided in Article VII.

Section 1.67. Transfer of DECLARANT'S Rights.

The ASSOCIATION shall assume DECLARANT'S rights and obligations under this Declaration:

A. After DECLARANT no longer owns land in THE VESTMENTS for development if the right or obligation extends to DECLARANT so long as it owns land for development;

B. After DECLARANT becomes a Class A Member if the right or obligation extends to DECLARANT so long as it is a Class A Member; or

C. At such earlier time as DECLARANT may elect by written assignment of a right or obligation to the ASSOCIATION. Any such assignment may be revoked in writing by DECLARANT, thereby allowing DECLARANT to reacquire the right or obligation previously assigned.

ARTICLE III

ASSOCIATION'S DUTY AND DUTIES

Section 3.01. Maintenance of the ASSOCIATION Property and Common Areas.

The ASSOCIATION shall be responsible for maintenance and repair of the following:

A. Any security system, guardhouses and other security facilities which may be operated and maintained for the benefit of the Plots within Subject Property, except any security system, guardhouse or security facility established primarily for the benefit of a Neighborhood within Subject Property.

B. All streets, bikeways, and structures within any portion of THE VESTMENTS which are dedicated to the ASSOCIATION

and any streetlights, traffic signs and signals, and informational signs on or near such streets, sidewalks and stairways.

C. The surface water and stormwater management systems.

D. Any common or other areas conveyed, dedicated, or leased to or used by the ASSOCIATION, including any improvements on such Common Areas.

Section 1.01: Management of the ASSOCIATION Property and Areas.

The ASSOCIATION'S authority to manage the ASSOCIATION'S property and Common Areas shall include:

A. The right to establish rules and regulations governing the use of the ASSOCIATION'S property and Common Areas;

B. The right to charge reasonable admission and other fees or assessments for the use of ASSOCIATION property and Common Areas;

C. The right to suspend a member's right to vote, and a member's right to use ASSOCIATION Common Areas, for any period during which any assessments against the member's plot or soil or any obligation of the member to the ASSOCIATION remains unpaid, and for a reasonable period during or after any infraction of the ASSOCIATION'S rules and regulations;

D. The right to dedicate or transfer all or any part of ASSOCIATION property and Common Areas to any governmental agency, public authority, or utility;

E. The right to borrow money for the purpose of improving ASSOCIATION property and Common Areas and in aid thereof to mortgage the same;

F. The right to take such steps as are reasonably necessary to protect ASSOCIATION property and Common Areas against encroachment;

G. The right to enforce the provision of this Declaration, or any other applicable recorded instrument adopted by the ASSOCIATION, including the Articles of Incorporation and Bylaws of the ASSOCIATION; and any rules and regulations governing use and enjoyment of the ASSOCIATION property and Common Areas adopted by the ASSOCIATION.

H. Except as provided in Article 12 regarding optional maintenance of individual property, corrective maintenance of plots, and corrective maintenance of neighborhood Common Areas.

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and Article 2 providing management services to Neighborhood Associations, this Article shall not be construed to allow or require the ASSOCIATION to acquire or maintain Neighborhood Property or Common Areas dedicated to, owned, leased or otherwise under the control of a Neighborhood Association solely for the use and benefit of Residents of such Neighborhood.

Section 3.21. Traffic Regulation.

A. The ASSOCIATION shall have the right to post speed limits on streets dedicated to the ASSOCIATION and promulgate traffic regulations for use of its Streets and Common Areas. The ASSOCIATION shall also have the power to restrict the type of vehicles which may travel on or prevent vehicles from traveling on its Common Areas. (The speed limits and traffic regulations are collectively referred to as "Traffic Regulations.")

B. The ASSOCIATION shall have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an individual assessment from Members, the removal of vehicles from Subject Property, and the suspension of a Member's rights and easements of enjoyment to the Common Areas.

Section 3.22. Insurance.

The ASSOCIATION shall maintain insurance on the ASSOCIATION Property and Common Areas of such types, in such amounts and with such companies as the ASSOCIATION Board of Directors deems appropriate. So long as there is a Class B liability and hazard insurance policy shall name the DECLARANT as an additional insured.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Members.

A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the ASSOCIATION. Persons other than an OWNER may become Members of the ASSOCIATION only if a membership right is created in such Person by the recording of a written instrument as provided for in Article II, which Subjects lands within THE VILLAGES, owned by such Person, be Assessment by the ASSOCIATION in the manner provided for in Article VII.

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6. Members' rights, powers, duties, and privileges shall be as set forth in the Articles of Incorporation, Bylaws of the Association, and this Declaration.

Section 4.02. Classes of Voting Rights.

The ASSOCIATION shall have two classes of voting membership:

Class A. Class A Members shall be all owners, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or

(b) on December 31, 2010, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 4.03. Determination of Voting Rights.

A. Residential Plots. The number of dwelling units which may be constructed within THE VICTORIAN is governed by the PUD. Improved Residential Plots shall be entitled to one Property Unit per dwelling unit located on each Plot. Unimproved Residential Plots not owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit which has been assigned to the Plot by DECLARANT. DECLARANT shall assign the number of dwelling units which may be constructed on a Residential Plot prior to the sale of such Plot to a third party. Unimproved Residential Plots owned by DECLARANT shall be entitled to one Property Unit for each proposed dwelling unit, according to the following table:

- 2-1 - 4 dwelling units per acre
- 2-2 - 7 dwelling units per acre

Dwelling units for unimproved Residential Plots owned by DECLARANT which contain fractions of an acre shall be calculated by multiplying such fraction times the number of dwelling units allowed per acre, rounded to the nearest whole number.

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8. Commercial. The general purpose of Commercial lots shall be to be constructed within the limits of the Commercial District shall be entitled to one Property Unit for each 3,000 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access ways and facilities, and excluding areas for vehicular storage and other purposes, and for conventional service equipment. Unimproved Commercial lots not owned by the Association shall be entitled to one Property Unit for each 3,000 square feet of floor area, or fraction thereof, which has been assigned to the lots by the Association. The Association shall assign the square feet of floor area which may be reconstructed on a Commercial lot prior to the sale of such lot to a third party. Unimproved Commercial lots owned by the Association shall be entitled to one Property Unit for each 3,000 square feet, or fraction thereof, of proposed floor area, according to the following table:

CIC -	1,000	Square Feet per Acre
CD -	1,000	Square Feet per Acre

9. Institutional lots are exempted from assessment pursuant to Section 7.27 and are not entitled to vote nor will voting rights be assigned to Institutional lots.

10. The designations "A-1, B-2" and "CIC, CD", refer to those land uses permitted in the PUD.

Section 4.03. Voting Rights.

The Class A members shall be entitled to one vote for each Property Unit subject to assessment by the Association, and the Class B members shall be entitled to three (3) votes for each Property Unit held by such member.

Section 4.04. Multiple Owners of a Plot.

When more than one person holds an interest in any plot, all such persons shall be members. The vote of each plot shall be exercised as they determine, but in no event shall the vote cast with respect to any plot exceed the number of votes determined for the plot in accordance with this Article of the Declaration.

Section 4.05. Voting Control.

Inasmuch as the total number of outstanding votes at any one time is determined by the total number of dwelling units assigned to and acreage of the Residential Plots and the floor area and

division of Commercial plots within Project Property at that time, it is intended for all OWNERS to understand that the submission of additional lands to the jurisdiction of the ASSOCIATION will cause the OWNERS of real property within such additional lands to be members of the ASSOCIATION which will increase the total number of votes, and will have the effect of enabling the DECLARANT to retain voting control for a longer period.

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Section 2.07. Transfer of Control of the Association.

A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the DECLARANT shall relinquish control of the ASSOCIATION and the OWNERS of Plots other than the DECLARANT shall possess control. Thereafter, the DECLARANT shall be entitled to elect a number of Directors of the ASSOCIATION equal to the percentage of votes held by the DECLARANT times the total number of Directors provided to the nearest whole number greater than zero. Upon the DECLARANT no longer owns any Plot for development or for sale in the ordinary course of business, the DECLARANT'S votes, if any, shall be counted the same as all other OWNERS' votes.

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B. The DECLARANT'S relinquishment of control shall not require the DECLARANT to relinquish control or allow the ASSOCIATION to assume control over any part of rights which is reserved to the DECLARANT hereunder for a period longer than the DECLARANT'S holding of voting control.

C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the ASSOCIATION may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in assessments for common expenses without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of Plots.

Section 2.08. Subdivision of Plots.

A. An OWNER of a Plot with more than one dwelling unit or more than 1,500 square feet of Commercial floor area assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units or floor area originally assigned to the Plot. In no event

shall each conveyance increase the total dwelling units, floor area, or property units assigned to the lots after conveyance over that originally assigned to the lot before the conveyance. At the time of such conveyance, the owner (holder) shall notify the ASSOCIATION of the number of property units assigned to each lot. In the event that an owner fails or refuses to make any necessary assignment, then the ASSOCIATION may make such assignments and notify the owner of each lot involved in the conveyance.

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8. Any assignment of dwelling units or floor area shall be done in compliance with Section 11 of the PUD.

Section 4.22. Voting Through Neighbourhood Association.

If required by the ASSOCIATION in its Bylaws, all owners of lots for which there is a Neighbourhood Association shall cast their votes on ASSOCIATION matters directly with the Neighbourhood Association. Each Neighbourhood Association shall, in its Bylaws, establish a procedure by which such owners shall cast their votes on ASSOCIATION matters. Each Neighbourhood Association shall have the duty to collect and tabulate its members' votes. Each Neighbourhood Association shall have the privilege of casting with the ASSOCIATION all of the votes to which its members would be entitled to cast as members of the ASSOCIATION. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighbourhood Covenants or by other recorded instruments, shall provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner provided that it is fair, equitable, uniformly applied within the Neighbourhood Association, and that there not result in the casting of fractional votes.

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ARTICLE V

MEMBERS' RIGHTS AND OBLIGATIONS

Section 4.23. Members' Rights and Obligations.

Every member shall have a right of enjoyment and use in and an interest in ASSOCIATION Common Areas, which right and



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document shall be appertaining to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article II, the covenants of the ASSOCIATION under Article III, and the right to limit or withhold Common Areas to the use of certain Members under Section 3.01.

Section 3.02. Delegation of Right.

A. A Member may delegate his right of use and enjoyment to Common Areas to the members of his family, to residential tenants who reside in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Deed and in accordance with the ASSOCIATION'S rules and regulations.

B. Each Member shall be responsible for the actions of any person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charges against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the ASSOCIATION'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

ARTICLE VI

PROPERTY RIGHTS

Section 3.01. Dedication of Common Areas.

Subject to the statements established in this Article and the provision of Section 3.04, the ASSOCIATION'S Common Areas designated in this Declaration, dedicated to the ASSOCIATION in any recorded subdivision plat or conveyed to the ASSOCIATION by DECLARANT for use as Common Areas, are set dedicated for use by the general public but are reserved for the common use and enjoyment of all or a portion of the Members of the ASSOCIATION, as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.

Section 4.01. Easements.

The following easements are hereby granted and/or reserved over, across and through Subject Property:

A. Easements for installation and maintenance of utilities are granted as indicated on the recorded subdivision plats of Subject Property.

B. An easement is hereby granted to each Constitutional Mortgagee for the purpose of access to the Plot subject to its Mortgage.

C. Encumbrances are hereby reserved throughout the Common Area, including, without limitation, the Streets, by DECLARANT for its use and the use of its agents, employees, licensees and invitees.

Section 4.02. Restriction on Other Encumbrances.

No OWNER shall grant any encumbrance upon any portion of Subject Property to any Person or entity, without the prior written consent of the ASSOCIATION.

ARTICLE VII  
ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Collection.

A. The DECLARANT, for each Plot owned within Subject Property, hereby covenants and each OWNER of any Plot or acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION:

1. Initial Reserve Assessments;
2. Annual Assessments;
3. Special Assessments for capital improvements; and
4. Debt fees for any optional facilities or services used by the OWNER, any occupant of the Plot or any guests of the OWNER or occupant.

B. The Initial, Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such Assessment fell due, and any fee and other Assessments shall also be the personal obligation of each Person who becomes the OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenantee and agreeing to pay any such obligation, falling due prior to or during the term of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

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8. The lien of Assessments shall be considered a restriction and collection running with the land.

Section 7.02. Initial Reserve Assessment.

A. The Initial Reserve Assessment for single family Residential and Commercial Plots shall be paid at the time a Plot is sold from the DECLARANT to an OWNER.

B. The Initial Reserve Assessment for Multifamily Residential Plots shall be paid at the time the Plot is sold by the Person who constructed the Multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The ASSOCIATION shall have a lien on Multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initial Reserve Assessment which will be payable for such Plot. The ASSOCIATION may record a Lien of Lien against each Plot as described in Section 7.05, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(B). The ASSOCIATION shall issue partial releases of liens if the Plot is subdivided and sold as Multifamily Plots or when Multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

C. In the event the DECLARANT retains ownership of Commercial Plots for its own use, it shall pay the Initial Reserve Assessment at the time the Plot is used for Commercial purposes.

D. The amount of such Assessment shall be established in accordance with the ASSOCIATION Bylaws.

Section 7.03. Annual Assessment.

A. An Annual Assessment may be levied against all Homestead Plots. The method of levying and amount of such Assessment shall be determined in accordance with the Bylaws of the ASSOCIATION. If assessed value is used in computing the Annual Assessments, it shall be the assessed valuation (total assessment for land and improvements exclusive of Homestead exemption, if any) of each Plot for ad valorem tax purposes on the most recent Collier County tax roll.

B. The ASSOCIATION may collect a partial Annual Assessment in an amount lower than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of all partial Annual Assessments collected

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In the assessment year does not exceed the amount approved in accordance with the bylaws.

Section 7.02. Assessment of Annual Assessments.

A. Except as provided in Section 7.02 (b) below, Annual Assessments levied under Section 7.01 shall commence on the first day of the month following:

1. As to single family Residential Plots, twelve (12) months after the Plot is sold by the owner or upon the issuance of a certificate of occupancy for such Plot, whichever occurs first;

2. As to multifamily Residential Plots, after the Plot is sold by the person who constructed the multifamily improvement on the Plot, when the Plot is actually used for residential purposes, or one (1) year after the issuance of a certificate of occupancy for such Plot, whichever occurs first; and

3. As to Commercial Plots, the occupancy of the Plot for Commercial purposes, or the expiration of one (1) year after the issuance of a certificate of occupancy, whichever occurs first.

\* The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

C. The ASSOCIATION shall determine the amount of the Assessments against each Plot, provide notice of the assessments and establish an annual due date in accordance with the bylaws.

Section 7.03. Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the ASSOCIATION may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the ASSOCIATION'S property or Common Areas, including fixtures and personal property related thereto, and other major unanticipated cost incurred by the ASSOCIATION or otherwise arising pursuant to Section 7.02B and A, 7.01, 7.01 or 7.02 herein. Such Assessments shall be levied, approved and commenced in accordance with the bylaws.

Section 7.04. Default Assessment.

A. Until such time as the Class 2 membership shall expire, the SECRETARY shall be exempt from the payment of any Assessments levied under Section 7.01 and 7.02. In lieu of such Assessments, the SECRETARY shall pay an Assessment for all



Plots it owns in an amount equal to the Budget deficit, if any, of the ASSOCIATION. Such deficit shall be the difference between the amount available from other assessable Plots and the Budgeted operating expenses, with the exception of the reserves of the ASSOCIATION.

9. Upon and after the expiration of the Class B Membership, the DECLARANT shall pay, as determined by the DECLARANT, either the Budget deficit, if any, or 25% of the Assessments levied under Sections 7.43 and 7.44, on any unimproved Plot it owns and on any improved Plot it owns that has not been occupied.

Section 7.41. Streets and Paralell Streets Property.

A. The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the ASSOCIATION.
2. The ASSOCIATION'S Common Areas.
3. Neighborhood Common Areas.
4. Property owned by a governmental agency and used solely for Public purposes.
5. Institutional Property.

B. Since any golf course and clubhouse within Subject Property provide great space and aesthetic benefit to all OWNERS, any Annual or Special Assessment provided for thereon attributable to the clubhouse and its underlying property will be at one-quarter (1/4) of the amount that would otherwise be required under the other provisions of this Declaration. There shall not be any Annual Assessment or any Special Assessments in respect to or arising out of the golf course. There shall not be an Initial Special Assessment in respect to or arising out of the golf course and the clubhouse or its underlying property.

Section 7.42. Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the ASSOCIATION may declare the entire Assessment immediately due and payable. The ASSOCIATION may at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment has due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The ASSOCIATION may also bring an action at law against an OWNER to pay his personal obligations to the ASSOCIATION.

B. The Claim of Lien shall include a description of the property encumbered, the OWNER'S name, the amount then due and the date when due.

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C. No owner shall be relieved of the liability for payment of assessments because of misuse or abandonment of a plot.

D. No owner shall incur or otherwise become liable for the payments provided for herein by misuse or abandonment of his plot.

**Section 7.05. Priority and Distinguishment of the Lien.**

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the plot in question given by the owner to an institutional mortgagee. For the purpose of this Section, an institutional mortgagee shall be a bank, savings and loan association, insurance company, sales pension fund or any agency of the United States government, or any person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that SECRETARY shall declare by instrument in writing and filed of record among the public records of Collier County, Florida, to be an institutional mortgagee.

B. In the event the lien herein created is extinguished by the sale or transfer of a plot pursuant to a foreclosure of a first mortgage, such delinquent assessments which were extinguished may be reallocated and assessed to all of the plots in the subject property. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a plot from liability for, nor the plot from the lien of, any assessments arising thereafter.

C. The lien herein created is specifically declared to be superior to any lien created by any neighborhood declaration or imposed by any neighborhood Association.

**Section 7.10. Collection by Neighborhood Associations.**

If required by the ASSOCIATION in its bylaws, all owners of plots for which there is a Neighborhood Association shall pay any assessments levied by the ASSOCIATION to the Neighborhood Association. Each Neighborhood Association shall have the duty to collect ASSOCIATION Assessments on plots within the neighborhood, timely remit the same to the ASSOCIATION, and notify the ASSOCIATION of plots for which assessments are delinquent and the name and address of the owner thereof. The ASSOCIATION shall be entitled to rely upon the information given by a Neighborhood Association regarding

delineation, and impose a lien upon each delinquent OWNER'S Plot in accordance with this Declaration. Provided, however, the ASSOCIATION may, in its sole discretion, elect to collect ASSOCIATION Assessments and other charges directly from any OWNER personally.

ARTICLE VIII  
RESTRICTIONS

Section 8.01. Use Restrictions.

Subject Property may be used for those purposes as provided in the DECLARANT'S Master Development Plan. The PUD and Development Order contain certain provisions which allow flexibility in zoning and reassigning various land uses to the real property within THE VISTAGE. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within THE VISTAGE as provided by the PUD, and to interpret and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to THE VISTAGE.

Section 8.02. Approval of Plans and Specifications.

A. DECLARANT shall have the authority to enforce the provisions of this Article so long as DECLARANT owns property in THE VISTAGE for development. The provisions of Section 2.06 shall apply to this paragraph.

B. No improvement shall be constructed, altered, planted, removed or maintained, including improvements undertaken by the ASSOCIATION or a Neighborhood Association, without the prior written approval of the DECLARANT regarding (i) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall ASSOCIATION design; (ii) the character of the exterior materials; and (iii) the quality of the exterior workmanship. The DECLARANT may, but is not required to, promulgate Design Review Guidelines from time to time and require that the construction of the improvements be done in accordance therewith.

C. Each OWNER shall, prior to the commencement of any improvement, submit such documents and materials as may be required by DECLARANT, including, but not limited to:

- 1. Initial plans to include a site analysis, schematic landscape plan, floor plans and exterior elevations;

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11. Plans shall include color and material selections, landscape plan, final site plan and a complete set of construction notes and specifications.

12. After receipt of such required submittal, the DECLARANT shall in writing approve, reject or approve subject to change. Such rejected plans, proposals and specifications are not submitted to it.

13. If any improvement is constructed or started without the prior written approval of the DECLARANT, the OWNER shall, upon demand of the DECLARANT, cause such improvement to be removed, corrected or restored in order to comply with the requirements of this Section. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the DECLARANT. Such costs may also be the basis for a Special Assessment. The DECLARANT is specifically authorized to enforce the architectural and landscaping provisions of this Declaration and of the Declarations of covenants and restrictions for the Neighborhoods by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to remove any unapproved improvement, the DECLARANT shall be entitled to recover all court costs, expenses and attorneys' fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein or in the Declarations of covenants and restrictions for a Neighborhood, the DECLARANT may, in addition to all other remedies contained herein, record against the OWNER'S plot a notice stating that the improvements on the parcel fail to meet the requirements of this Section or the Neighborhood restrictions.

14. The DECLARANT may impose standards for construction and alteration of improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local development codes. However, the approval, rejection or withholding of any approval by the DECLARANT of the plans, proposals, specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the DECLARANT or the ASSOCIATION that any building, plumbing, electrical code or other applicable governmental regulation or requirement has or has not been properly met by the OWNER. Such OWNER shall be responsible for obtaining all necessary technical data and for making application to and



obtaining the approval of Collier County and any other appropriate governmental agencies prior to commencement of any work or construction. The DECLARANT shall be entitled to enter upon any plot during construction of an improvement to ensure compliance with approved plans and specifications. Neither the DECLARANT, the Directors or Officers of the ASSOCIATION, nor any person acting on behalf of any of them shall be responsible for any defects in plans or specifications, nor for defects in any improvements constructed pursuant thereto.

6. The DECLARANT may adopt a schedule of reasonable fees for requests for approval. Such fees, if any, shall be payable to the DECLARANT at the time that the plans and specifications and other documents are submitted to the DECLARANT. The payment of such fees, as well as other expenses of the DECLARANT required to be paid by a plot owner shall be deemed to be a special assessment, enforceable against the owner and the plot as provided hereinabove. Neither the DECLARANT, the Directors or Officers of the ASSOCIATION, nor any person acting on behalf of any of them shall be liable for any costs or damages incurred by any owner within THE VISTAS or any other party whatsoever, due to any mistake in judgment, negligence or any action of the DECLARANT in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 8.02. Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with THE VISTAS, subject property or the particular neighborhood. Any future exterior color changes desired by owner must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.03. Materials.

No exterior materials shall be used in the construction of any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with THE VISTAS, subject property or the neighborhood. Any future exterior material changes desired by owner must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 3.33. For-gr-Shell Structures.

No structure of any kind that is commonly known as "for-gr-shell," "umbrella," or "umbrella dome" type of construction shall be erected without the prior written permission of the OCCASIONARY.

Section 3.34. Landscaping.

All areas not covered by structures, walkways, paved parking facilities or areas approved by OCCASIONARY to be left in their natural state shall be maintained as lawn or landscaped areas with underground sprinkler systems, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be laid unless approved as part of the landscaping plan. All landscaping shall be completed in accordance with a plan approved by the OCCASIONARY which shall be submitted prior to starting or commencement of construction of any plot for construction. All required lawn and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by owner.

Section 3.37. Driveways and Parking Areas.

Driveways and parking areas must be constructed with materials approved in writing by the OCCASIONARY and shall be of a permanent and dust-free nature.

Section 3.38. Underground Utility Lines.

All electric, telephone, gas and other utility lines must be installed underground, with the exception of electric transmission lines. This does not relate to transformers, junction boxes and other such equipment.

Section 3.39. Antennas and Floodlights.

No outside antennas, antenna wires, antenna masts, satellite television reception devices, electronic devices, antenna towers or signal towers (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the OCCASIONARY. A floodlight for display of the American flag or any other flag shall be permitted if first approved in writing by the OCCASIONARY. Both its design and location must be first approved in writing by the OCCASIONARY. An approved floodlight shall not be used as an antenna.

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Section 8.10. Temporary and Temporary Structures.

No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the plot have first been approved in writing by the DEPARTMENT. Any signs to be used in connection with any tent or temporary structure must also be approved in writing by the DEPARTMENT. Adequate landscaping shall be installed and maintained by the owner around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent street or property. No necessary structure shall be permitted except with the prior written approval of the DEPARTMENT.

Section 8.11. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, heating and sprayer pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent street or property. Concrete, masonry landscaping shall be installed around these facilities and maintained by the owner. All wallboxes shall be approved by the DEPARTMENT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any plot. All outside spouts shall be connected to potable water only.

Section 8.12. Air Conditioning and Heating Equipment.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent street or property. Wall air conditioning units may be permitted only upon the prior written approval of the DEPARTMENT. Window air conditioning units shall not be permitted.

Section 8.13. Solar Collectors.

DEPARTMENT shall approve the location of and materials used in the construction of solar collectors.

Section 8.14. Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed on any plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the DEPARTMENT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DEPARTMENT.

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Section 8.15. Walls, Fences and Shutters.

No wall or fence shall be constructed on any Plot until its height and location shall have first been approved in writing by the DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, construction or material shall be resolved by the DECLARANT, whose decision shall be final. Screens or store shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by DECLARANT.

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Section 8.16. Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the DECLARANT.

Section 8.17. Clothes Drying Area.

All outdoor clothes drying areas must be walled in or covered in sight-screened or fenced-in areas so that they will not be visible from the golf course, adjacent streets or properties.

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Section 8.18. Trucks, Commercial Vehicles, Recreational Vehicles, Mobile Homes, Boats, Trailers and Trailers.

A. No Commercial vehicle of any kind shall be permitted to be parked on a Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance.

B. No truck, commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Truck, as used herein, is defined as a commercial vehicle, and does not include small pick-ups, customized vans, and other such vehicles customarily used for personal transportation and not business use.

C. No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be permanently parked or stored on a Plot unless kept fully enclosed inside a structure.

D. A truck or commercial vehicle may be parked on a Commercial Plot for periods of more than four (4) hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle is permitted only to the rear of a principal structure on a Commercial Plot, except where such Commercial Plot abuts a residential tract or use.



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D. None of the above mentioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

F. Paragraphs A through G shall not be deemed to prohibit any temporary facility permitted pursuant to Section 8.16.

Section 8.18. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be confined on the owner's plot and shall not be permitted to roam freely.

B. Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Plot upon the written approval of the DECLARANT, the DECLARANT, with respect to Commercial Plots, and the ASSOCIATION, with respect to non-commercial Plots. Any outdoor lions on the number and kind of pets that may be kept or permitted to be kept on any Plot.

C. No horses, cows, pigs, guine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of Subject Property.

Section 8.19. Maintenance of Premises.

No weeds, overbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and 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.

Section 8.20. Water Management and Drainage Areas.

A. No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, divert or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by DECLARANT to be reserved for, drainage ways, stormways or for the circulation of runoff waters, as reflected in any plot or instrument of record, without the specific written permission of the ASSOCIATION and the DECLARANT.

B. An OWNER shall in no way deny or prevent access and egress by DECLARANT, ASSOCIATION, or governmental agencies to such water management and drainage areas for maintenance or landscape purposes. The right of access and egress, and easements therefor are hereby specifically reserved and created in

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... of the DECLARANT, the ASSOCIATION, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. CURBS shall not fill, dig, enclose, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the ASSOCIATION and the DECLARANT.

Section 8.22. Easements.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person or to a neighborhood. No offensive, noisome or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the ASSOCIATION whose decision shall be final.

Section 8.23. DECLARANT'S AND THE ASSOCIATION'S Easements.

The ASSOCIATION and/or DECLARANT may grant, withhold or deny its or their permission or approval in any instance under its or their permission or approval is permitted or required without liability of any nature to CURBS or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 8.24. Subdivision and Implication of Land.

A. No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on CURBS to comply with the provisions of the Master Development Plan. DECLARANT shall assign the number of dwelling units for each Residential Plot, and the authorized units shall not be increased by any CURBS without the approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT. Any action taken by DECLARANT or on CURBS pursuant to this paragraph shall be in accordance with 12:173.

B. No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or restricting any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership. A condominium shall

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not be construed as constituting a violation of any Plot, provided that the number of Residential Units in the Condominium is not greater than the number of Residential Units designed in the Plot.

C. An OWNER shall not inaugurate or implement any violation from modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to THE VESTMENTS, to Subject Property or to any Plot, without the prior written approval of DECLARANT.

Section 9.11. OWNER and Owner Compliance.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS, AND PERSONS to whom an OWNER has delegated his right of use in any ASSOCIATION Common Area, Neighborhood Common Area or property, if any is created, but also to any other person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation, expressed or implied, of the OWNER or his tenants, licensees, invitees or guests.

B. Failure of an OWNER to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divert the right of DECLARANT, the ASSOCIATION or any Neighborhood Association to enforce the provisions of this Declaration. The OWNER shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

ARTICLE II

PROPERTY MAINTENANCE

Section 9.01. Purpose and Authority.

The ASSOCIATION shall regulate the maintenance of Subject Property and the improvements thereon to create and conserve a quality environment for the OWNER and occupants and to protect the investment and enhance the value of Subject Property.

Section 9.02. Maintenance Requirement.

A. In order to protect property values and to conserve the environment, maintenance of any of the ASSOCIATION'S Common Areas, structures, or improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No attention shall be

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allowed to exist or continue that may be or could become an emergency or nuisance to the members of the ASSOCIATION.

B. The preceding requirements of this Section shall also apply to any Plot, any Neighborhood Common Area or improvement in the event that the Neighborhood Association fails to perform and enforce effectively enforceable maintenance regulation provisions as established by the ASSOCIATION. The cost of such maintenance regulation shall be assessed to any such Plot or Neighborhood Association and shall not be subject to the limitation of the assessments in Sections 7.02, 7.03, and 7.04.

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the ASSOCIATION fails to do so. The provisions of Section 7.06 shall apply to this paragraph.

Section 7.05. Guidelines.

A. The ASSOCIATION may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include but not be limited to the approval and enforcement of property maintenance regulations, and its general principles and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in a tract property, the ASSOCIATION may develop and promulgate typical specific practices that are generally acceptable and unobjectionable. The policy guidelines and any such specific practices are intended to assist the ASSOCIATION, OWNERS and Residents in the ongoing process of appropriate maintenance of the Plots and Common Areas.

Section 7.06. Optional Maintenance of Individual Property.

The ASSOCIATION may, but is not required to, offer optional exterior maintenance for any Plot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent expected to ASSOCIATION wide, fences, landscaping, walls and other exterior improvements. When the ASSOCIATION provides maintenance pursuant to the provisions of this Section, the cost shall be assessed and become part of the Assessment to which the Plot is subject.



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Section 9.41. Corrective Maintenance of a Plot.

In the event an OWNER of any Plot in Subject Property shall fail in his obligation to maintain the premises and the improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration by the ASSOCIATION or a Neighborhood Association, either the ASSOCIATION or the Neighborhood Association, after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said Plot and to repair, maintain and restore the Plot and the exterior of the building and any other improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Plot is subject.

Section 9.42. Corrective Maintenance of a Neighborhood Common Area.

In the event that any Neighborhood Association shall fail in its obligation to maintain any Neighborhood Common Area and/or the improvements situated thereon in compliance with the requirements set out in this Declaration, by the ASSOCIATION, or by a Neighborhood Association, the ASSOCIATION, after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or improvements therein. The cost of each shall be added to and become part of the Neighborhood Association Assessment and be reimbursed by the Neighborhood Association to the ASSOCIATION.

Section 9.43. Added Assessments.

Any such added Assessment under Sections 9.41, 9.42 or 9.43 above shall not be subject to the limitation of the Assessments set forth in Sections 7.32 and 7.33.

Section 9.44. Entry Rights.

Each OWNER and each Neighborhood Association shall permit the ASSOCIATION's Officers, Directors, agents and employees to enter upon the OWNER'S or Neighborhood Association's premises at reasonable times, to maintain the ASSOCIATION'S Common Areas and elements, to carry repairs, and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use the OWNER'S or Neighborhood Association's water, from an outside spigot in reasonable amounts, without compensation to the OWNER or Neighborhood Association if used for maintenance on the OWNER'S Plot, the ASSOCIATION or a Neighborhood Association's Common Areas or

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the ASSOCIATION, Neighborhood Association's consent immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on Subject Property unless such entry is necessary to perform corrective maintenance pursuant to Sections 9.65 or 9.66.

ARTICLE 9

ADMINISTRATIVE SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 9.81. Scope.

The ASSOCIATION may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

- A. Consultations on policy determinations;
- B. Occupant information materials, newsletters, leadership development, rules, enforcement, recreation programs and other ASSOCIATION relations activities;
- C. Complaint handling, emergency management, recordkeeping and other general administrative activities;
- D. Assessment collection, expense disbursement and other financial operations;
- E. Insurance, bond, security services and other risk management activities;
- F. Design review and construction inspection of alterations to the property improvements;
- G. Maintenance of Common Areas and the exterior of Vlots;
- H. Supplementary security.

Section 9.82. Service Agreement.

Any such association management service shall be at the option of the ASSOCIATION and the Neighborhood Association, and as contracted by them or otherwise agreed, including collaboration and cooperation therefor.

Section 9.83. Basis of Management Services.

The ASSOCIATION and its officers, committees, employees and contractors shall perform any such Association management

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service as the agent of the Neighborhood Association being served and in accordance with the Operating, Maintenance, Programs, Budgets and other policies of the Neighborhood Association.

ARTICLE II

GENERAL PROVISIONS

Section 11.01. Public Facilities.

A. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, upon DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water plant and supply system, irrigation water system, sewerage control facilities, fire fighting facilities, a gas system, a sewage disposal plant and sanitary sewer system, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the ASSOCIATION pursuant to Article III. Any services provided by DECLARANT hereunder and any facilities owned by DECLARANT may, in DECLARANT'S discretion, be transferred to the ASSOCIATION. OWNERS of plots are not permitted to utilize any outside services if such services are provided by the DECLARANT or the ASSOCIATION pursuant to this Article or Article III.

B. Each OWNER shall install, subject to the written approval of DECLARANT and the ASSOCIATION, if applicable, all sewer connections so that direct connections can be made to the nearest street, alley, main or collection lines and the plan for such sewer connection shall be submitted to DECLARANT and the ASSOCIATION, if applicable, for approval prior to commencement of said construction. The OWNER shall install any central or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT and the ASSOCIATION, and if permission is granted, the OWNER may be required to connect to central or irrigation water system when available and thereafter to disconnect any private well or system. The ASSOCIATION and/or the DECLARANT, whichever is applicable, in its sole judgment, shall determine when an OWNER must connect to central or irrigation water systems and disconnect any private system.

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C. The toll roads and other such roads may be exempted from the provisions of this section by the DECLARANT, but only in accordance with applicable governmental regulations.

Section 11.07. Declaration and General Protective Covenants

A. The covenants, reservations, restrictions, and other provisions of this Declaration shall run with and bind Subject Premises subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from:

1. the date this Declaration is recorded; or
11. the date of the last addition of land to THE VESTMENTS or to Subject Premises in accordance with the provisions of Article 11, whichever is later, but not more than thirty-five (35) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the OWNER of said addition at least sixty (60) days of the Property Unit has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 11.08. Commencement and Completion of Construction

A. After a Plat is sold by the DECLARANT, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the DECLARANT.

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT and the ASSOCIATION shall have the right to notify the OWNER of its intentions herein, cause the site and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and the ASSOCIATION and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 3.06.



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Section 11.04. Enforceability of Declaration.

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

Section 11.05. Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in any case these provisions shall apply, and in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration as long as the same do not substantially conflict with the Master Development Plan, provided, any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

Section 11.06. Other Instruments.

DECLARANT, the ASSOCIATION, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constitutive documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 11.07. Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 11.08. Dissolution.

In the event of dissolution of the ASSOCIATION, in accordance with the terms of its Articles of Incorporation, each Plat shall continue to be subject to the Annual Assessment specified in Article 11, and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of the ASSOCIATION as the case may be, for such Assessment to the extent that such Assessments are required to enable DECLARANT or any such successor or assignee acquiring any real property previously owned by the ASSOCIATION to properly

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maintain, operate and preserve it. The provisions of this Section 11.08 shall apply only with regard to the maintenance, operation and preservation of property which has been ASSOCIATION Common Area and continues to be so used, as otherwise provided for in Article III for the common use, enjoyment and benefit of the Owners.

Section 11.09. Gender.

Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 11.10. Notice.

A. To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by DECLARANT.

B. To ASSOCIATION. Notice to the ASSOCIATION as may be required herein or the Spouse of the ASSOCIATION shall be in writing and delivered or mailed to the ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the ASSOCIATION.

C. To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the OWNER as shown on the deed recorded in the Public Records of Collier County, Florida.

Section 11.11. Construction.

The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 11.12. Waiver.

Failure of the DECLARANT or ASSOCIATION to enforce, file, or otherwise cause any violation of any of these covenants, conditions, or restrictions shall not operate to waive said covenants, conditions, or restrictions in such an instance or in any subsequent incidents.

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IN WITNESS WHEREOF, THE VINEYARD DEVELOPMENT CORPORATION, a Florida corporation, JAMES G. QUINN, and RICHARD J. QUINN, do hereby execute this Declaration of Restrictive Covenants and Restrictions in its name by its authorized officers and officers its corporate seal here this 14th day of July, 1927.

WITNESSES:

THE VINEYARD DEVELOPMENT CORPORATION

*Richard J. Quinn*  
*James G. Quinn*

By: *Richard J. Quinn*  
Its: President

(Corporate Seal)

ATTEST:  
By: *James G. Quinn*  
Its: Secretary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

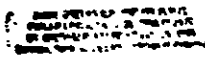
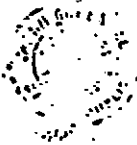
On this 14th day of July, 1927, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *Richard J. Quinn* and *James G. Quinn*, who acknowledged themselves to be the President and Secretary, respectively, of THE VINEYARD DEVELOPMENT CORPORATION, a Florida corporation, and that as such officers, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

*James G. Quinn*  
Notary Public

By Commission Expires:



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OR BOOK

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PAGE

WITNESSES:

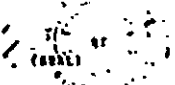
*Thomas [unclear]*  
*John [unclear]*

*John G. Procacci*  
JOHN G. PROCACCI

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 10th day of July, 1927, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared JOSEPH G. PROCACCI known to me satisfactorily, present to the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.



*John G. Procacci*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
at \_\_\_\_\_ Pa.

WITNESSES:

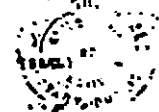
*Thomas [unclear]*  
*John [unclear]*

*Richard J. Procacci*  
RICHARD J. PROCACCI

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this, this 10th day of July, 1927, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared RICHARD J. PROCACCI known to me satisfactorily present to the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.



*Richard J. Procacci*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
at \_\_\_\_\_ Pa.



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**FIDELITY BANK, NATIONAL ASSOCIATION**  
as assignee of that certain mortgage on the above described property of the same is recorded in G.S. Book 1111, Page 1112 through 1117, inclusive, of the Public Records of Collier County, Florida. It is hereby joined in the execution of this Declaration of Master Deeds, Conditions and Restrictions for the Vineyards and by said Joinder agrees to subject themselves, their successors and assigns to the provisions of this Declaration of Master Deeds, Conditions and Restrictions for the Vineyards.

WITNESSETH: **FIDELITY BANK, NATIONAL ASSOCIATION**  
*[Signature]* By: *[Signature]*  
\_\_\_\_\_  
Attorney-in-Fact  
and Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER  
The foregoing instrument was acknowledged before me by *[Signature]* and *[Signature]* as Secretary of FIDELITY BANK, National Banking Association, this 14th day of *[Month]*, 1997.  
Notary Public  
My Commission Expires *[Date]*

EXHIBIT 'A'  
HOLE, MONYER AND ASSOC., INC.  
CORPORATE ENGINEERS - LAND SURVEYORS

PLAT FILE NO. 28,604  
11/1/57  
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DESCRIPTION OF UNIT ONE, THE VINEYARDS

A parcel of land located in Section 5 and Section 9, Township 33 South, Range 24 East, Collier County, Florida, being more particularly described as follows:

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Commence at the Southwest corner of Section 9, Township 33 South, Range 24 East, Collier County, Florida; thence run North 89°12'33" East along the West line of the Southwest quarter of the said Section 9 for a distance of 338.85 feet to the Northwest corner of the Florida Department of Transportation parcel 171 as recorded in D.R. Book 567, Page 637 through 643, Pub. Records of Collier County, Florida, and the POINT OF BEGINNING of the parcel of land herein described; thence continue North 87°12'33" East along the West line of the Southwest quarter of the said Section 9 for a distance of 226.57 feet to the West quarter corner of the said Section 9; thence run North 89°12'33" East along the East line of the Northwest quarter of the said Section 9 for a distance of 331.82 feet to the Northwest corner of the said Section 9 and the Southwest corner of Section 9, Township 33 South, Range 24 East, Collier County, Florida; thence run North 89°24'00" East along the West line of the Southwest quarter of the said Section 9 for a distance of 338.85 feet; thence run North 89°31'00" East for a distance of 333.55 feet; thence run North 89°34'58" East for a distance of 498.59 feet; thence run North 88°51'58" East for a distance of 471.82 feet to the beginning of a tangential circular curve, curve to the South-East; thence run Northwesterly along the arc of said curve to the right, having a radius of 765.78 feet, through a central angle of 19°03'49", for a distance of 265.92 feet to the end of said curve; thence run North 89°18'15" East for a distance of 181.87 feet; thence run North 89°18'15" East for a distance of 129.24 feet; thence run North 89°27'22" East for a distance of 184.37 feet; thence run North 89°19'42" East for a distance of 484.81 feet; thence run South 89°07'01" East for a distance of 158.88 feet; thence run South 89°04'33" East for a distance of 138.82 feet; thence run South 89°08'28" East for a distance of 171.87 feet; thence run South 89°03'22" East for a distance of 317.82 feet; thence run South 89°10'10" East for a distance of 188.82 feet to a point on the South line of the said Section 9, bearing North 89°31'22" East from the Southeast corner, along the South line, of the said Section 9 a distance of 1,322.21 feet therefrom; thence continue South 89°10'10" East for a distance of 38.88 feet; thence run South 89°08'21" East for a distance of 283.17 feet; thence run South 89°38'08" East for a distance of 279.72 feet; thence run South 89°45'39" East for a distance of 252.83 feet; thence run South 89°58'49" East for a distance of 348.88 feet; thence run South 89°29'18" East for a distance of 285.77 feet; thence run South 89°12'55" East for a distance of 122.88 feet; thence run South 89°23'03" East for a

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Map File No. 88,000  
12582  
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DESCRIPTION OF UNIT ONE, THE VINEYARD

distance of 251.26 feet; thence run South 81°00'11" West for a distance of 162.38 feet; thence run South 10°10'19" East for a distance of 211.50 feet; thence run North 01°00'11" East for a distance of 120.02 feet; thence run South 00°50'00" East for a distance of 120.00 feet; thence run South 21°00'11" West for a distance of 257.26 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Southeast along said curve to the left, having a radius of 112.00 feet, through a central angle of 15°10'11" for a distance of 111.10 feet to the end of said curve; thence run South 03°00'00" West for a distance of 151.52 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southeast along the arc of said curve to the right, having a radius of 400.00 feet, through a central angle of 21°20'00", for a distance of 400.00 feet to the end of said curve; thence run South 33°00'00" West for a distance of 603.01 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southeast along the arc of said curve to the right, having a radius of 400.00 feet, through a central angle of 21°20'00", for a distance of 400.00 feet to the end of said curve; thence run South 04°00'10" West for a distance of 157.02 feet; thence run South 02°11'02" East for a distance of 122.00 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Southeast along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of 03°12'00" for a distance of 60.00 feet to the end of said curve; thence run South 07°20'20" East for a distance of 320.00 feet; thence run South 02°11'02" East for a distance of 172.00 feet; thence run South 00°10'00" East for a distance of 317.00 feet to a point on the South line of the said Section 8, said point bearing North 00°10'00" East, from the Southwest corner, along the South line of the said Section 8 a distance of 317.00 feet; thence run South 00°10'00" West along the South line of the said Sec. 8 for a distance of 1,516.00 feet to the Southeast corner of the said Florida Department of Transportation Parcel 121; thence run North 00°10'00" West along the Eastern line of said Parcel 121 for a distance of 50.00 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Northwest along the arc of said curve to the left, the name being the Eastern line of the said Parcel 121, having a radius

HOLS, MORTIS & ASSOCIATES, INC.



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OMA File No. 00.00M  
11/187  
Page 3 of 3

DESCRIPTION OF UNIT ONE, THE VINEYARDS

of 331.00 feet, through a central angle of 90°00'00", for a distance of 317.36 feet to the end of said curve; thence run South 01°30'25" West along the Easterly line of said Parcel 121 for a distance of 238.00 feet to the beginning of a tangential circular curve, convex to the Northwest; thence run Northwest along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 472.10 feet, through a central angle of 31°15'00", for a distance of 122.95 feet to the end of said curve; thence run North 88°10'11" West along the Easterly line of said Parcel 121 for a distance of 225.30 feet to the beginning of a tangential circular curve, convex to the Northwest; thence run Northwest along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 655.00 feet, through a central angle of 53°17'10", for a distance of 331.00 feet to the end of said curve; thence run North 14°50'01" West along the Easterly line of said Parcel 121 for a distance of 318.21 feet to the beginning of a tangential circular curve, convex to the East; thence run Northwest along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 1,000.00 feet, through a central angle of 15°01'00", for a distance of 331.30 feet to the end of said curve; thence run North 88°42'43" West along the Easterly line of said Parcel 121 for a distance of 127.30 feet; thence run North 10°11'53" West along the Easterly line of said Parcel 121 for a distance of 11.00 feet to the beginning of a tangential circular curve, convex to the East; thence run Northwest along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 2,347.10 feet, through a central angle of 12°07'30", for a distance of 316.07 feet to the end of said curve; thence run North 81°45'12" West along the Easterly line of said Parcel 121 for a distance of 438.01 feet; thence run South 88°19'23" West along the Easterly line of said Parcel 121 for a distance of 119.02 feet to the POINT OF BEGINNING.

Containing 550.00 acres, more or less.

HOLE, KORTES & ASSOCIATES, INC.

REC-350  
FROM 2100  
DOC  
BY  
NO

01153807  
COLLIER COUNTY

Tracy, Underwriting et al., Attorneys  
P.O. Box 7987  
Naples, FL 34101

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OR BOOK

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PAGE

APPROVED TO DECLARATION OF MASTER COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESTRICTIONS  
FOR THE VINEYARDS

THIS APPROVED TO the Declaration of Master Covenants,  
Conditions and Restrictions for The Vineyards is now this  
Day of \_\_\_\_\_ 1951 by MICHAEL  
J. PROCCACI, JOSEPH C. PROCCACI and THE VINEYARDS DEVELOPMENT  
CORPORATION, hereinafter called "DECLARANT."

WITNESSETH:

WHEREAS, DECLARANT is the Developer of a Planned Unit  
Development in Collier County, Florida, known as THE VINEYARDS,  
and previously recorded a Declaration of Master Covenants, Con-  
ditions and Restrictions for The Vineyards (the "Declara-  
tion") in Official Records Book 1282, Page 1918 - 1923,  
inclusive, of the Public Records of Collier County, Florida; and

WHEREAS, the Declaration imposed protective cove-  
nants, conditions, and restrictions on the property described in  
said Declaration (the "Subject Property"); and

WHEREAS, Section 2.01 of the Declaration allows the  
DECLARANT to add any lands within the boundaries of THE  
VINEYARDS to the Subject Property by recording an instrument  
subjecting such additional lands to the Declaration; and

WHEREAS, the DECLARANT desires to so amend the  
Declaration to add the lands within THE VINEYARDS UNIT TWO  
to the Subject Property.

NOW, THEREFORE, DECLARANT declares that the real property  
within THE VINEYARDS UNIT TWO the plat of which is recorded in  
Plat Book 14, at Page 21 and in Public Records of  
Collier County, Florida, and HEREIN IN ATTACHED EXHIBIT "A", is  
and shall be held, transferred, sold, conveyed and occupied  
subject to the covenants, conditions, restrictions, easements and  
encumbrances and liens (sometimes referred to as "covenants,  
conditions, and restrictions") established by the Declaration  
and the Declaration shall constitute a covenant running with  
the land and shall be binding upon the undersigned and/or all  
persons gaining title through the undersigned.

THIS INSTRUMENT PREPARED BY:  
George L. Varnados, Esq.  
Post Office Box 7987  
Naples, Florida 34101-7987

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OR BOOK

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IN WITNESS WHEREOF, MICHAEL J. PROCCACCI, JOSEPH G. PROCCACCI, and THE VINEYARDS DEVELOPMENT CORPORATION do hereby execute this instrument to Declaration of Hatched Covenants, Conditions and Restrictions this 24 day of January 1967.

Richard D. Proccacci  
Witness  
MICHAEL J. PROCCACCI

Joseph Proccacci  
Witness  
JOSEPH G. PROCCACCI

Richard D. Proccacci  
Witness  
THE VINEYARDS DEVELOPMENT CORPORATION

Richard D. Proccacci  
Witness  
BY: Richard D. Proccacci

ATTEST: Paul Brown  
Secretary

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

BEFORE ME personally appeared MICHAEL J. PROCCACCI and JOSEPH G. PROCCACCI, to be known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 24 day of January, 1967.

Paul Brown  
Notary Public

By Commission Expires:

NOTARY PUBLIC STATE OF PENNSYLVANIA  
PHILADELPHIA COUNTY - 27-1  
BY COMMISSION EXPIRES 12-31-68  
PAUL BROWN, Notary Public

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OR BOOK

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STATE OF MISSISSIPPI  
IN and SHOULD

WITNESSETH that personally appeared WILLIAM J. MORRIS, the President, and WILLIAM J. MORRIS, the Secretary, of the MISSISSIPPI STATE UNIVERSITY, to be known as the executing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESSETH my hand and official seal, this 21<sup>st</sup> day of December, 1952.

John Greenwald  
Notary Public

By Commission Expires:

MISSISSIPPI COMMISSION ON  
NOTARIAL PUBLIC SERVICE  
2000 1100 1100 1100  
State Department of Administration



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JOINDER OF THE VINEYARD  
COMMUNITY ASSOCIATION, INC.

THE VINEYARD COMMUNITY ASSOCIATION, INC., a Florida  
not-for-profit corporation, heretofore being in this Amendment to  
Declaration of Master Coverage, Conditions, and Restrictions for  
THE VINEYARD, and agrees as follows:

1. THE VINEYARD COMMUNITY ASSOCIATION, INC., is the  
"association" as that term is defined in the Community Declara-  
tion.
2. THE VINEYARD COMMUNITY ASSOCIATION, INC., joins in  
this Amendment for the purpose of agreeing to perform its obliga-  
tions as contained in the Community Declaration, as the same is  
now or hereafter amended.

THE VINEYARD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

*[Signature]*  
By: *[Signature]*  
Its President

STATE OF FLORIDA  
COUNTY OF COLLIER

BEFORE ME personally appeared MICHAEL PICKER  
the President of THE VINEYARD COMMUNITY ASSOCIATION, INC., a  
Florida not-for-profit corporation, to be known and known to be to  
be the person described in and who executed the foregoing instru-  
ment, and acknowledged to and before me that he executed said  
instrument for the purposes therein expressed, on behalf of the  
corporation.

WITNESSED BY HAND AND OFFICIAL SEAL, this 24<sup>th</sup> day of  
October, 1977.

*[Signature]*  
NOTARY PUBLIC

By Commission Expires:

*[Stamp]*

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OR BOOK

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JOINDER OF FIDELITY BANK, N.A.

FIDELITY BANK, N.A., a National Banking Association, as mortgagee of that certain Mortgage on the property described in Exhibit "A" attached hereto, said Mortgage being recorded in Official Record Book, 1231, at Page 1129, Public Records of Collier County, Florida, hereby joins in the execution of this Amendment to Declaration of Master Covenants, Conditions and Restrictions and by said Joinder agrees in subject themselves, their successors and assigns to the provisions of this Amendment to Declaration of Master Covenants, Conditions and Restrictions.

[Signature]  
Witness

FIDELITY BANK, N.A.  
By: [Signature]  
Title: Vice President

[Signature]  
Witness

ATTEST:  
By: [Signature]  
Title: Notary Public

STATE OF  
COUNTY OF

APPEAR ME personally appeared Dean Cech  
the Vice President of Fidelity Bank, N.A., to me known and  
known to be to be the person described in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed said instrument for the purposes therein expressed, on  
behalf of the corporation.

WITNESSED by hand and official seal, this 2nd day of  
Dec, 1952.

[Signature]  
Notary Public

By Commission Expires:

ANNUAL LICENSE  
COMMISSION OF COLLEGE  
COMMISSIONERS OF PENNSYLVANIA  
1952-1953



WOLF, MORTIS AND ASSOC., INC.  
SURVEYING ENGINEERS - LAND SURVEYORS

1964 File No. 88-604  
1/5/87  
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DESCRIPTION OF UNIT ONE, THE VINEYARDS

A parcel of land located in Section 5 and Section 8, Township 45 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 45 South, Range 26 East, Collier County, Florida; thence run North 88°12'12" East along the West line of the Southwest quarter of the said Section 8 for a distance of 1338.85 feet to the Northwest corner of the Florida Department of Transportation parcel 121 as recorded in O.R. Book 487, Pages 627 through 683, Public Records of Collier County, Florida, and the POINT OF BEGINNING of the parcel of land herein described; thence continue North 22°11'13" East along the West line of the Southwest quarter of the said Section 8 for a distance of 288.57 feet to the West quarter corner of the said Section 8; thence run North 88°17'47" East along the West line of the Northwest quarter of the said Section 8 for a distance of 2731.52 feet to the Northwest corner of the said Section 8 and the Southwest corner of Section 5, Township 45 South, Range 26 East, Collier County, Florida; thence run North 81°28'08" West along the West line of the Southwest quarter of the said Section 5 for a distance of 538.07 feet; thence run North 88°32'08" East for a distance of 283.32 feet; thence run North 75°51'58" East for a distance of 498.55 feet; thence run North 88°51'58" East for a distance of 871.42 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Northeasterly along the arc of said curve to the right, having a radius of 795.74 feet, through a central angle of 19°08'45", for a distance of 265.92 feet to the end of said curve; thence run North 84°09'43" East for a distance of 183.87 feet; thence run North 84°18'19" East for a distance of 139.34 feet; thence run North 82°31'52" East for a distance of 286.37 feet; thence run North 78°10'42" East for a distance of 189.91 feet; thence run South 85°07'01" East for a distance of 518.88 feet; thence run South 85°48'02" East for a distance of 238.92 feet; thence run South 74°48'38" East for a distance of 471.57 feet; thence run South 63°45'32" East for a distance of 217.82 feet; thence run South 48°21'18" East for a distance of 548.02 feet to a point on the South line of the said Section 5, said point bearing North 87°35'12" East from the Southwest corner, along the South line, of the said Section 5 a distance of 8,392.21 feet therefrom, thence continue South 48°18'18" East for a distance of 58.84 feet; thence run South 33°08'21" East for a distance of 233.17 feet; thence run South 15°30'08" East for a distance of 259.72 feet; thence run South 88°45'28" East for a distance of 252.62 feet; thence run South 118°47'47" West for a distance of 848.88 feet; thence run South 164°25'13" West for a distance of 259.77 feet; thence run South 35°12'33" West for a distance of 122.48 feet; thence run South 87°23'03" West for a

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1944 File No. 21.8PM  
11/1/52  
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DESCRIPTION OF UNIT ONE, THE VINEYARDS

distance of 151.26 feet; thence run South 81°00'11" West for a distance of 157.35 feet; thence run South 10°10'13" East for a distance of 112.02 feet; thence run North 81°00'11" East for a distance of 112.02 feet; thence run South 80°55'49" East for a distance of 112.02 feet; thence run South 81°00'11" West for a distance of 157.35 feet to the beginning of a tangential circular curve concave to the Southeast; thence run Southwesterly along the arc of said curve to the left, having a radius of 312.00 feet, through a central angle of 75°15'32", for a distance of 411.56 feet to the end of said curve; thence run South 85°22'38" West for a distance of 159.52 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 988.88 feet, through a central angle of 27°22'45", for a distance of 244.25 feet to the end of said curve; thence run South 13°08'47" West for a distance of 447.81 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 415.88 feet, through a central angle of 1°21'37", for a distance of 178.84 feet to the end of said curve; thence run South 54°15'24" West for a distance of 218.24 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Southwesterly along the arc of said curve to the left, having a radius of 298.88 feet, through a central angle of 12°32'46", for a distance of 81.37 feet to the end of said curve; thence run South 82°45'42" West for a distance of 157.82 feet; thence run South 82°45'42" West for a distance of 28.08 feet; thence run North 73°21'16" East for a distance of 117.85 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Southeasterly along the arc of said curve to the right, having a radius of 25.88 feet, through a central angle of 85°15'36", for a distance of 48.82 feet to the end of said curve; thence run South 87°20'28" East for a distance of 536.88 feet; thence run South 87°10'18" East for a distance of 122.32 feet; thence run South 87°10'18" East for a distance of 317.38 feet to a point on the South line of the said Section 6, said point bearing North 89°34'44" East, from the Southwest corner, along the North line of the said Section 6 a distance of 1157.12 feet therefrom; thence run South 89°34'44" West along the South line of the said Section 6 for a distance of 1,310.65 feet to the Southeast corner of the said Florida Department of Transportation Parcel 121; thence run North 88°23'18" West along the Easterly line of said Parcel 121 for a distance of 54.88 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Northwesterly along the arc of said curve to the left, the same being the Easterly line of the said Parcel 121, having a radius

HOLE, NORTES & ASSOCIATES, INC

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DESCRIPTION OF UNIT ONE, THE VINEYARDS

of 135.88 feet, through a central angle of  $48^{\circ}08'00''$ , for a distance of 112.44 feet to the end of said curve; thence run South  $84^{\circ}12'44''$  West along the Easterly line of said Parcel 121 for a distance of 104.25 feet to the beginning of a tangential circular curve, concave to the northeast; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 410.28 feet, through a central angle of  $22^{\circ}11'05''$ , for a distance of 102.88 feet to the end of said curve; thence run North  $08^{\circ}10'15''$  West along the Easterly line of said Parcel 121 for a distance of 225.26 feet to the beginning of a tangential circular curve, concave to the northeast; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 405.88 feet, through a central angle of  $53^{\circ}12'15''$ , for a distance of 432.48 feet to the end of said curve; thence run North  $10^{\circ}58'53''$  West along the Easterly line of said Parcel 121 for a distance of 586.21 feet to the beginning of a tangential circular curve, concave to the East; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 405.88 feet, through a central angle of  $15^{\circ}15'09''$ , for a distance of 235.26 feet to the end of said curve; thence run North  $85^{\circ}07'43''$  West along the Easterly line of said Parcel 121 for a distance of 187.28 feet; thence run North  $10^{\circ}15'52''$  West along the Easterly line of said Parcel 121 for a distance of 41.16 feet to the beginning of a tangential circular curve, concave to the East; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 2,367.79 feet, through a central angle of  $13^{\circ}07'38''$ , for a distance of 516.81 feet to the end of said curve; thence run North  $01^{\circ}49'22''$  West along the Easterly line of said Parcel 121 for a distance of 429.65 feet; thence run South  $84^{\circ}12'44''$  West along the Westerly line of said Parcel 121 for a distance of 144.82 feet to the POINT OF BEGINNING.

Containing 355.88 acres, more or less.

THE STATE OF TEXAS  
COUNTY OF DALLAS  
JAN 15 1987

HOLE, MONTES & ASSOCIATES, INC.

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COLLIER COUNTY      RECEIVED      OR BOOK      PAGE

AMENDMENT TO DECLARATION OF MASTER  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VINEYARDS

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THIS AMENDMENT to the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards is made this 10<sup>th</sup> day of August, 1987, by MICHAEL J. PROCACCI, JOSEPH C. PROCACCI as "Owners" and THE VINEYARD DEVELOPMENT CORPORATION as "Developer", hereinafter called "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the Owner and Developer respectively of a Planned Unit Development in Collier County, Florida, known as THE VINEYARDS, and previously recorded a Declaration of Master Covenants, Conditions and Restrictions for The Vineyards (the "Declaration") in Official Records Book 1124, Pages 1022 through 1023, inclusive, and Amended by Instrument recorded in Official Records Book 1124, Pages 1108 through 1109, inclusive of the Public Records of Collier County, Florida; and

WHEREAS, the Declaration imposed Protective Covenants, Conditions and Restrictions on the property described in said Declaration (the "Subject Property"); and

WHEREAS, Section 11.03 of the Declaration allows the DECLARANT, in its sole discretion, by an instrument filed of record, to modify, enlarge, amend, waive or add to the Covenants, Conditions, Restrictions and other provisions of the Declaration; and

WHEREAS, the DECLARANT desires to so amend the Declaration to add the following amendments and revisions to the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards.

NOW, THEREFORE, DECLARANT hereby modifies, enlarges, amends, and adds to the Covenants, Conditions and Restrictions established by the Declaration and amends the same as follows:

1. Areas designated as Cypress Preserve Areas under the Master Development Plan are hereby declared common areas, they shall be the perpetual responsibility of the Master Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash, removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil

THOMAS LIBRIS, ATTORNEY (11/13/87)



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... or farming) and any other activities detrimental to  
... control, water conservation, erosion control, or fish  
... habitat conservation or preservation.

Single family roofs shall have a minimum of a 6 in 12 slope  
... constructed of flat or barrel tile or cedar shakes. In  
... that some new, attractive material for roofing surfaces is  
... invented, the LHO may, in its sole discretion, approve  
... of such new materials. Roofs that have less than the above  
... slope may be permitted in special circumstances, provided  
... that such roofs shall not be used as a major structural element.

3. The Declarant, in its sole discretion, shall approve any  
alarm, security, detection, intrusion companies or businesses that  
provide alarm, leasing, installation or monitoring services, or any  
combination of these services, to be used on or within the property  
known as The Vineyards. This shall apply to sales, leases, or use by  
any and all developers, builders, unit owners, lessor(s) or lessee(s),  
occupants or ultimate and users of any property or unit within the  
"Project". Any and all developers, builders, unit owners, lessor(s)  
or lessee(s), occupants or ultimate and users of any property or  
unit(s) within the "Project" shall get from the Declarant the name(s)  
of the approved and authorized alarm-monitoring company(ies) prior to  
any sale, lease or installation of any security type system within the  
Vineyards.

The Declaration and any Amendments thereto, shall constitute a  
covenant running with the land and shall be binding upon the  
undersigned and/or all persons gaining title through the undersigned.

IN WITNESS WHEREOF, MICHAEL J. PROCACCI, JOSEPH G. PROCACCI, and  
THE VINEYARDS DEVELOPMENT CORPORATION do hereby execute this second  
Amendment to the Declaration of Master Covenants, Conditions and  
Restrictions this 10th day of NOV, 1988.

Diagno Jester  
Witness  
William Wood  
Witness

Michael J. Procacci  
Michael J. Procacci

William Wood  
Witness  
Thomas Wood  
Witness

Joseph G. Procacci  
Joseph G. Procacci

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OR BOOK PAGE

THE VINEYARDS DEVELOPMENT  
COOPERATION

Witness *Diana Jordan*  
Witness *Michael Sander*

BY *Michael J. Procacci*  
Michael J. Procacci, President  
ATTORNEY BY:  
*Joseph G. Procacci*  
Joseph G. Procacci, Secretary

STATE OF Florida  
COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael J. Procacci, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1988.

*Diana Jordan*  
Notary Public

My Commission Expires: DEPT. OF STATE, STATE OF FLORIDA  
11, 001, 000, 0000, 0000, 0000, 0000 (SEAL)

STATE OF Pennsylvania  
COUNTY OF Philadelphia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joseph G. Procacci, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of August, 1988.

*Robert Kucanwald*  
Notary Public

My Commission Expires: DEPARTMENT OF STATE  
PHILADELPHIA COUNTY, PENNSYLVANIA  
PROCEEDINGS - 1988 (SEAL)





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JOURNAL OF THE VINEYARDS  
COMMUNITY ASSOCIATION, INC.

THE VINEYARDS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Amendment to Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, and agrees as follows:

1. THE VINEYARDS COMMUNITY ASSOCIATION, INC., is to "Association" as that term is defined in the Community Declaration.
2. THE VINEYARDS COMMUNITY ASSOCIATION, INC., joins in this Amendment for the purpose of agreeing to perform its obligations as contained in the Community Declaration, as the same is now or hereafter amended.

THE VINEYARDS COMMUNITY  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

[Signature]  
Witness

BY: Walter F. Assaad  
Walter F. Assaad, President

[Signature]  
Witness

ATTEST BY: Nichol Saadon  
Nichol Saadon, Secretary

STATE OF Florida  
COUNTY OF Collier

On this, this 17<sup>th</sup> day of August, 1988, before me, a Notary Public in and for the State of Florida, personally appeared Walter F. Assaad, who acknowledged himself to be the President and Nichol Saadon, Secretary, respectively, of THE VINEYARDS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and that as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
BY COMMISSION EXPIRES DATE 8/1/89  
BY THE STATE OF FLORIDA

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OR BOOK

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JOINDER OF FIDELITY BANK, N.A.

FIDELITY BANK, N.A., a National Banking Association, as Mortgagee of that certain Mortgage on the Property described in Exhibit A attached hereto, said Mortgage being recorded in Official Record Book 1223, at Page 1129, Public Records of Collier County, Florida, hereby joins in the execution of this Second Amendment of Declaration of Master Covenants, Conditions and Restrictions and by said Joinder agrees to subject themselves, their successors and assigns to the provisions of this Second Amendment of Master Covenants, Conditions and Restrictions.

FIDELITY BANK, N.A.

Lanny J. Pappas BY: Frank C. Van Alben  
Witness

Virginia B. Johnson ITS: John P. Blair  
Witness

E. L. Lusk ATTEST:  
Witness

John P. Blair ITS: John P. Blair  
Witness

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frank C. Van Alben and John P. Blair, well known to me to be the President and Secretary, respectively of Fidelity Bank, N.A. and that they severally acknowledged executing said instrument for the purposes therein expressed, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of April, 1928.

John P. Blair  
Notary Public

By Commission Expires:

RECORDED IN OFFICIAL RECORD BOOK 1223 PAGE 1129

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DESCRIPTION OF LAND OWNED BY THE VETERANS

A parcel of land located in Section 8 and Section 9, Township 36 South, Range 16 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 36 South, Range 16 East, Collier County, Florida, thence run North 88°32'33" East along the West line of the Southwest quarter of the said Section 8 for a distance of 2385.81 feet to the Northwest corner of the parcel of land described in Q-111, Parcel 121 as recorded in Q-111, Department of Transportation, Public Records of Collier County, Florida, and the Point of Beginning of the parcel of land herein described; thence run North 88°32'33" East along the West line of the Southwest quarter of the said Section 8 for a distance of 386.17 feet to the West quarter corner of the said Section 8; thence run North 88°32'33" East along the West line of the Southwest quarter of the said Section 8 for a distance of 2211.92 feet to the Northwest corner of the said Section 8 and the Southwest corner of Section 9, Township 36 South, Range 16 East, Collier County, Florida; thence run North 88°32'33" West along the West line of the Southwest quarter of the said Section 9 for a distance of 318.83 feet; thence run North 88°32'33" East for a distance of 107.82 feet; thence run North 88°32'33" East for a distance of 138.33 feet; thence run North 88°32'33" East for a distance of 131.02 feet to the beginning of a tangential circular curve, thence to the Southeast; thence run northwesterly along the arc of said curve to the right, having a radius of 793.28 feet, through a central angle of 158°14'42", for a distance of 285.42 feet to the end of said curve; thence run North 88°32'33" East for a distance of 107.82 feet; thence run North 88°32'33" East for a distance of 138.33 feet; thence run North 88°32'33" East for a distance of 131.02 feet; thence run South 88°32'33" East for a distance of 107.82 feet; thence run South 88°32'33" East for a distance of 138.33 feet; thence run South 88°32'33" East for a distance of 131.02 feet to a point on the South line of the said Section 9, said point bearing North 88°32'33" East from the Southwest corner, along the South line of the said Section 9 a distance of 2,292.21 feet therefrom; thence continue South 88°32'33" East for a distance of 10.88 feet; thence run South 88°32'33" East for a distance of 211.27 feet; thence run South 88°32'33" East for a distance of 227.22 feet; thence run South 88°32'33" East for a distance of 212.22 feet; thence run South 88°32'33" West for a distance of 211.27 feet; thence run South 88°32'33" West for a distance of 122.48 feet; thence run South 88°32'33" West for a distance of 211.27 feet; thence run South 88°32'33" West for a distance of 142.22 feet; thence run South 88°32'33" West for a distance of 221.22 feet; thence run North 88°32'33" East for a distance of 122.82 feet; thence run South 88°32'33" East for a



distance of 100.00 feet thence run South 89°50'10" East for a  
 distance of 257.20 feet to the beginning of a tangential circular  
 curve concave to the Southeast; thence run South easterly along  
 the arc of said curve to the left, having a radius of 312.00  
 feet through a central angle of 19°00'00", for a distance of  
 111.18 feet to the beginning of a tangential circular  
 curve concave to the Southeast; thence run South 89°50'10"  
 East for a distance of 100.00 feet to the beginning of a  
 tangential circular curve, concave to the Northwest; thence run  
 South easterly along the arc of said curve to the right, having a  
 radius of 100.00 feet, through a central angle of 19°00'00", for  
 a distance of 100.00 feet to the end of said curve; thence run  
 South 11°00'00" East for a distance of 692.01 feet to the  
 beginning of a tangential circular curve, concave to the  
 Northwest; thence run South easterly along the arc of said curve  
 to the right, having a radius of 692.00 feet, through a central  
 angle of 19°00'00", for a distance of 100.00 feet to the end of  
 said curve; thence run South 89°50'10" East for a distance of  
 100.00 feet to the beginning of a tangential circular curve,  
 concave to the Northwest; thence run South easterly along the arc  
 of said curve to the left, having a radius of 100.00 feet,  
 through a central angle of 19°00'00", for a distance of 100.00  
 feet to the end of said curve; thence run South 89°50'10" East  
 for a distance of 100.00 feet; thence run South 89°50'10" East  
 for a distance of 100.00 feet; thence run South 89°50'10" East  
 for a distance of 100.00 feet to the beginning of a tangential  
 circular curve, concave to the Northwest; thence run  
 South easterly along the arc of said curve to the right, having a  
 radius of 100.00 feet, through a central angle of 19°00'00" for a  
 distance of 100.00 feet to the end of said curve; thence run South  
 89°50'10" East for a distance of 100.00 feet; thence run South  
 89°50'10" East for a distance of 100.00 feet; thence run South  
 89°50'10" East for a distance of 100.00 feet to a point on the  
 South line of the said Parcel 121, said point bearing South  
 89°50'10" East, from the Southeast corner, along the South line,  
 of the said Parcel 121 a distance of 100.00 feet therefrom;  
 thence run South 89°50'10" East along the South line of the said  
 Parcel 121 for a distance of 1,514.05 feet to the Southeast corner  
 of the said Parcel 121; thence run South 89°50'10" East along the  
 Easterly line of said Parcel 121 for a distance of 30.00 feet to the  
 beginning of a tangential circular curve, concave to the Southeast; thence run  
 South easterly along the arc of said curve to the left, the same  
 having the Easterly line of the said Parcel 121, having a radius  
 of 100.00 feet, through a central angle of 19°00'00", for a  
 distance of 100.00 feet to the end of said curve; thence run  
 South 89°50'10" East along the Easterly line of said Parcel 121  
 for a distance of 100.00 feet to the beginning of a tangential  
 circular curve, concave to the Northwest; thence run  
 South easterly along the arc of said curve to the right, the same  
 having the Easterly line of said Parcel 121, having a radius of  
 100.00 feet, through a central angle of 19°00'00", for a distance  
 of 100.00 feet to the end of said curve; thence run North  
 89°50'10" West along the Easterly line of said Parcel 121 for a  
 distance of 100.00 feet to the beginning of a tangential circular  
 curve, concave to the Northwest; thence run North easterly along  
 the arc of said curve to the right, the same having the Easterly  
 line of said Parcel 121, having a radius of 100.00 feet, through

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Central angle of  $51^{\circ}11'10''$ , for a distance of 432.00 feet to the end of said curve. thence run North  $12^{\circ}12'15''$  West along the Easerty line of said Parcel 121 for a distance of 400.00 feet to the beginning of a tangential circular curve, curved to the right, the same being the easerty line of said Parcel 121, having a radius of 100.00 feet, through a central angle of  $15^{\circ}00'00''$ , for a distance of 120.00 feet to the end of said curve; thence run North  $09^{\circ}00'00''$  West along the easerty line of said Parcel 121 for a distance of 100.00 feet to the beginning of a tangential circular curve, curved to the right, the same being the easerty line of said Parcel 121, having a radius of 2,000.00 feet, through a central angle of  $12^{\circ}00'00''$ , for a distance of 410.00 feet to the end of said curve; thence run North  $01^{\circ}00'00''$  West along the easerty line of said Parcel 121 for a distance of 430.00 feet thence run South  $08^{\circ}12'15''$  West along the Northerly line of said Parcel 121 for a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 350.00 acres, more or less.

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RECORDED AND RETURNED  
TO THE OFFICE OF THE  
CLERK OF THE COUNTY OF  
GULF COUNTY, FLORIDA

Recorded and Returned  
in Office of Recorder  
GULF COUNTY, FLORIDA  
JAMES C. GILES, CLERK



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AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM,  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDINGS 5 and 6

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Pages 70-73, in the Public Records of Collier County, Florida, (the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium recorded in O. R. Book 1429 at Page 1679, and Condominium Book 32 at Pages 70-73 of the Public Records of Collier County, Florida declares:

1. The construction of Buildings 5 and 6 is now complete, but has been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium of Tuscany at The Vineyards, a Condominium.

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 2nd day of May, 1989.

Witnesses:

*[Signature]*  
Debra D. Creaser

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

*[Signature]*  
By: David W. Scussel  
Vice President

(CORPORATE SEAL,)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, was acknowledged before me this 2nd day of May, 1989, by David W. Scussel as Vice President of Parker-Naples Vineyards, Inc., a Florida corporation, on behalf of the corporation.

*[Signature]*  
Notary Public

My Commission Expires: Feb 4 1991

097-01-1722-049

This Instrument is Prepared By  
and Return to:

Stephen L. Fissner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roahn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

Return To:  
First American Title Co.  
File #

FIRST AMERICAN TITLE

CERTIFICATE OF SURVEYOR

I, Donald W. Fitzgerald, of Collier County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 4617, authorized and licensed to practice in the State of Florida, and that construction of the improvements of Building 5C and 6C of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, all recorded in the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 5C and 6C of Tuscany at The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 5C and 6C of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 5C and 6C can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 5C and 6C, and the common element facilities serving Building 5C and 6C are substantially completed.

IN WITNESS THEREOF, I have set my hand and seal this Second day of May, 1989.

Witnesses:

[Signature]  
[Signature]

Donald W. Fitzgerald  
Donald W. Fitzgerald

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of May, 1989, by Donald W. Fitzgerald.

Jamie M. Appligater  
Notary Public

Notary Public  
State of Florida at Large  
My Commission Expires April 14, 1992

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES L. GILES, CLERK

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COLLIER COUNTY

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AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM,  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 10

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Hook 32, Pages 70-73, in the Public Records of Collier County, Florida and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, in the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 10 is now complete, but has been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

IN WITNESS THEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 5 day of February, 1991.

Witnesses:

Johanna M. Cole  
Monica Kiley

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

By: [Signature]  
David W. Scussel  
Vice President

(CORPORATE SEAL)

This Instrument is Prepared By  
and Return To:  
Stephen L. Kussner, Esq.  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
P. O. Box 3433  
Tampa, Florida 33601

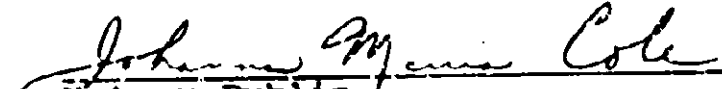
Return To:  
First American Title Co.  
File # 102283

001593  
OR BOOK

000192  
PAGE

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, was acknowledged before me this 5 day of February, 1991 by David W. Scussel as Vice President of Parker-Naples Vineyards, Inc., a Florida corporation, on behalf of the corporation.

  
Notary Public

Notary Public, State of Florida  
My Commission Expires March 18, 1994  
My Commission Expires: \_\_\_\_\_

097-01-1722-049

EXHIBIT A-1

CERTIFICATE OF SURVEYOR

I, T. ALAN NEAL, of Lee County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 4656, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 10 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plat Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O.R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-71, all recorded in the Public Records of Collier County, Florida amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, evidencing completion and addition for Buildings 5 and 6, recorded in O.R. Book 1438 at Page 239, in the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 10 of Tuscany of The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 10 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 10 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 10, and the common element facilities serving Building 10 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 7TH day of FEBRUARY, 1991.

Witnesses:

Vicki S. Lewis  
Jack McEwen

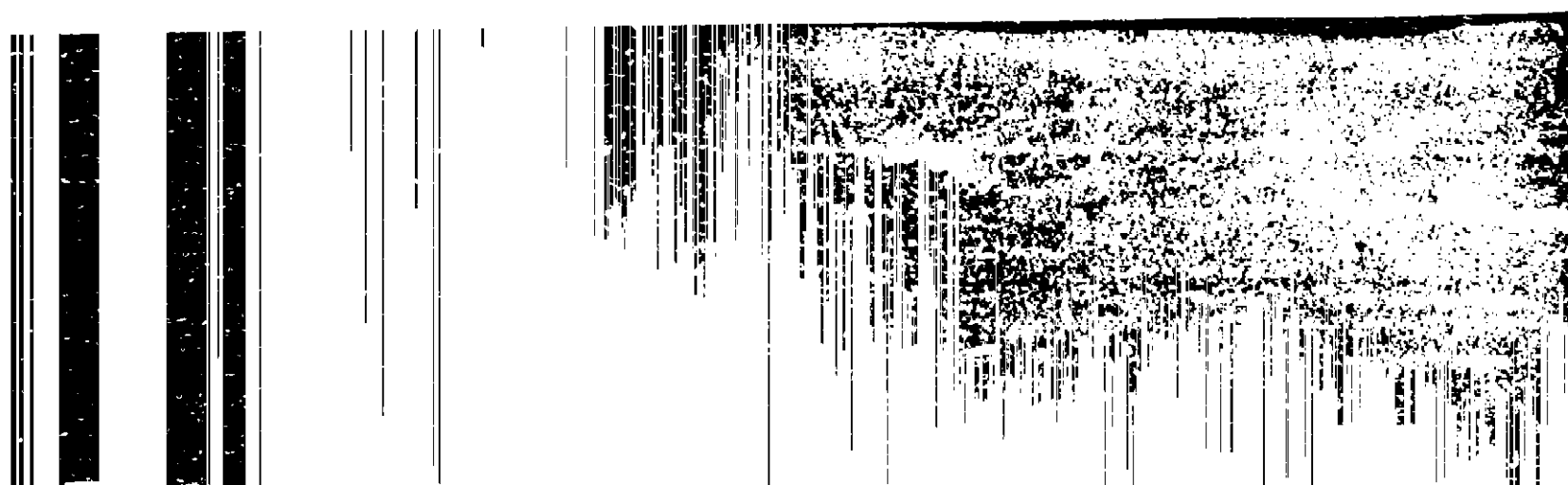
T. Alan Neal  
T. Alan Neal

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7TH day of FEBRUARY, 1991, by T. Alan Neal.

Jessie M. Tubus  
Notary Public

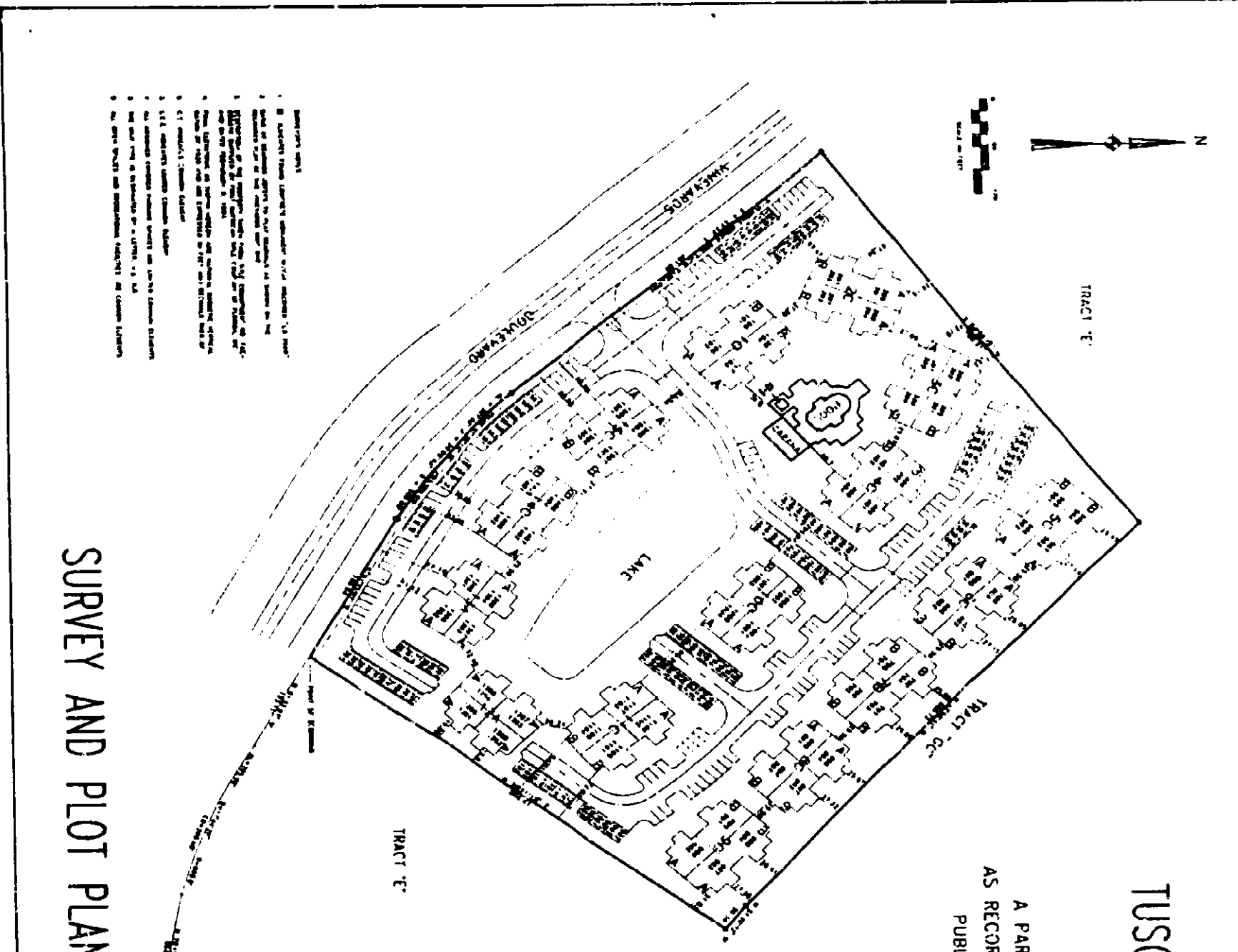
My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires May 27, 1991  
Bonded thru Huckleberry & Associates





# TUSCANY AT THE VINEYARDS A CONDOMINIUM

A PART OF TRACT "E", THE VINEYARDS UNIT ONE,  
AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74  
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA



## SURVEY AND PLOT PLAN

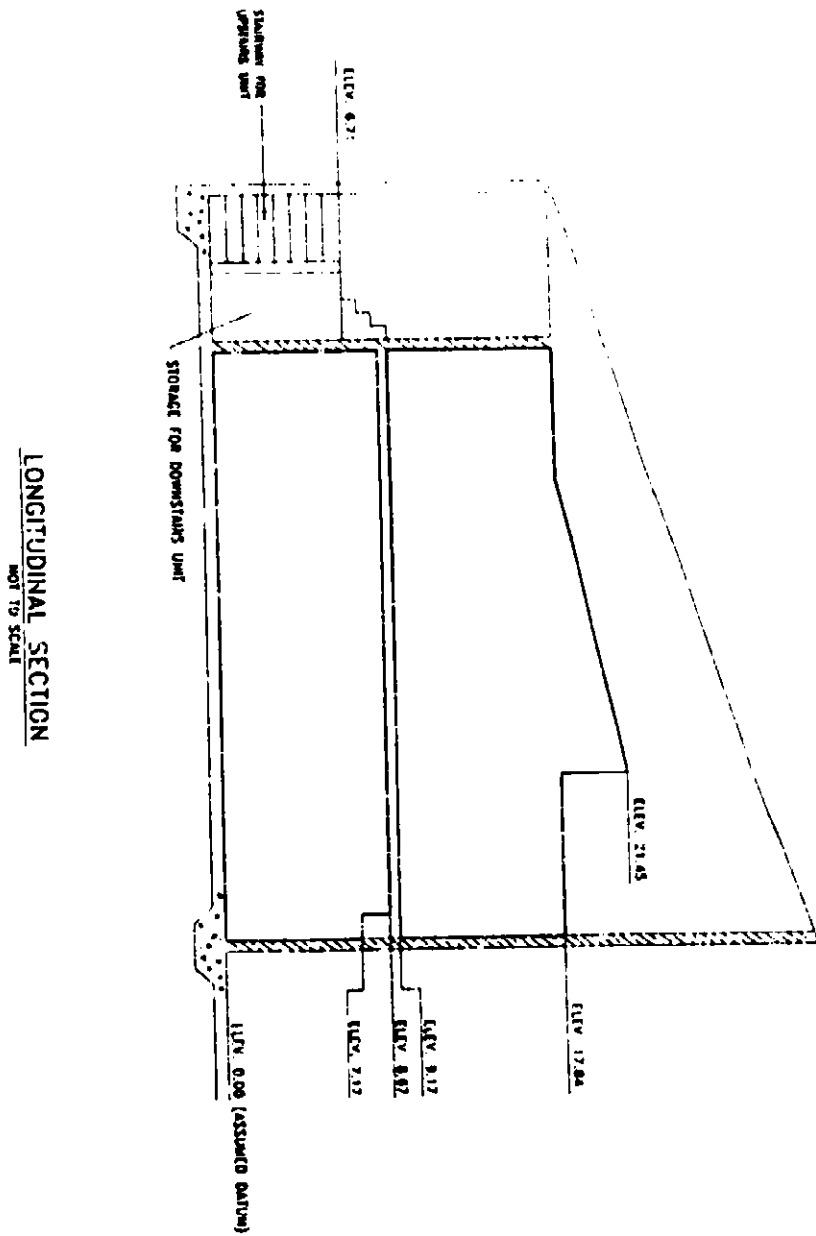
- 1. All boundary lines, bearings, distances, and area are based on the survey of the subject property as shown on the plat of the subject property recorded in Public Records of Collier County, Florida, Book 14, Pages 67 through 74.
- 2. The area of the subject property is 1.14 acres, more or less.
- 3. The area of the subject property is 1.14 acres, more or less.
- 4. The area of the subject property is 1.14 acres, more or less.
- 5. The area of the subject property is 1.14 acres, more or less.
- 6. The area of the subject property is 1.14 acres, more or less.
- 7. The area of the subject property is 1.14 acres, more or less.
- 8. The area of the subject property is 1.14 acres, more or less.
- 9. The area of the subject property is 1.14 acres, more or less.
- 10. The area of the subject property is 1.14 acres, more or less.



*Shawn Paul*

*Shawn Paul* 02/07/91

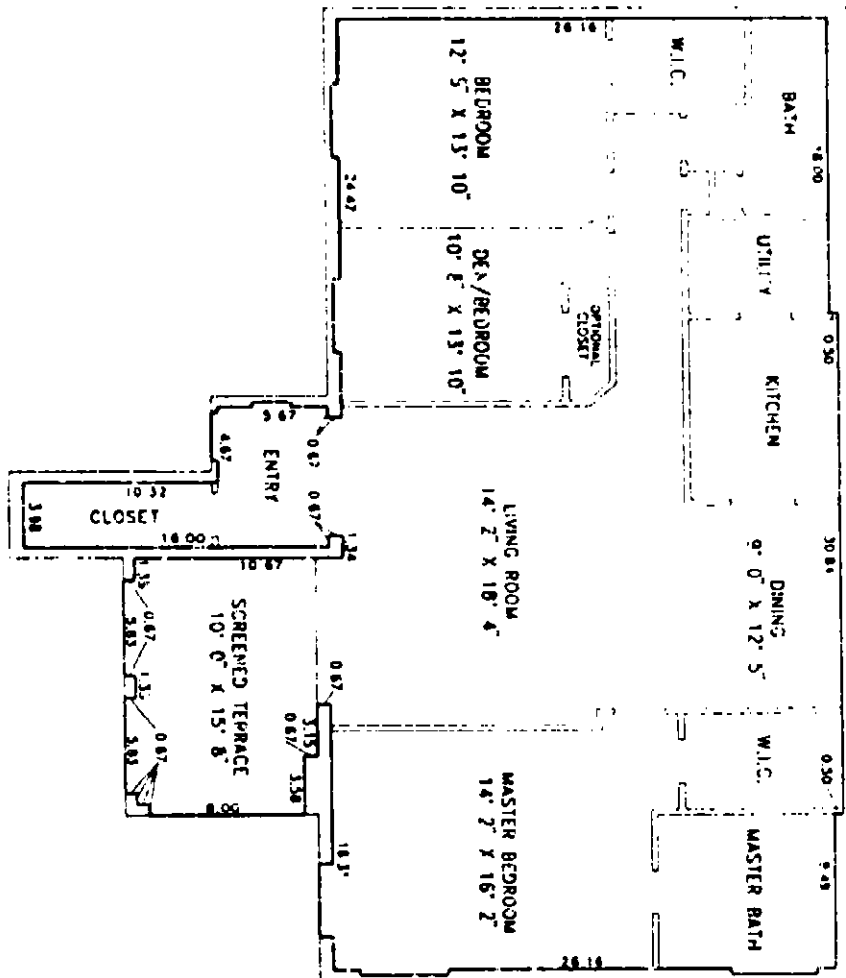
DATE	02/07/91
PROJECT	TUSCANY AT THE VINEYARDS A CONDOMINIUM
CLIENT	PARNER - MAPLES VINEYARDS INC.
ENGINEER	Anchor Engineering



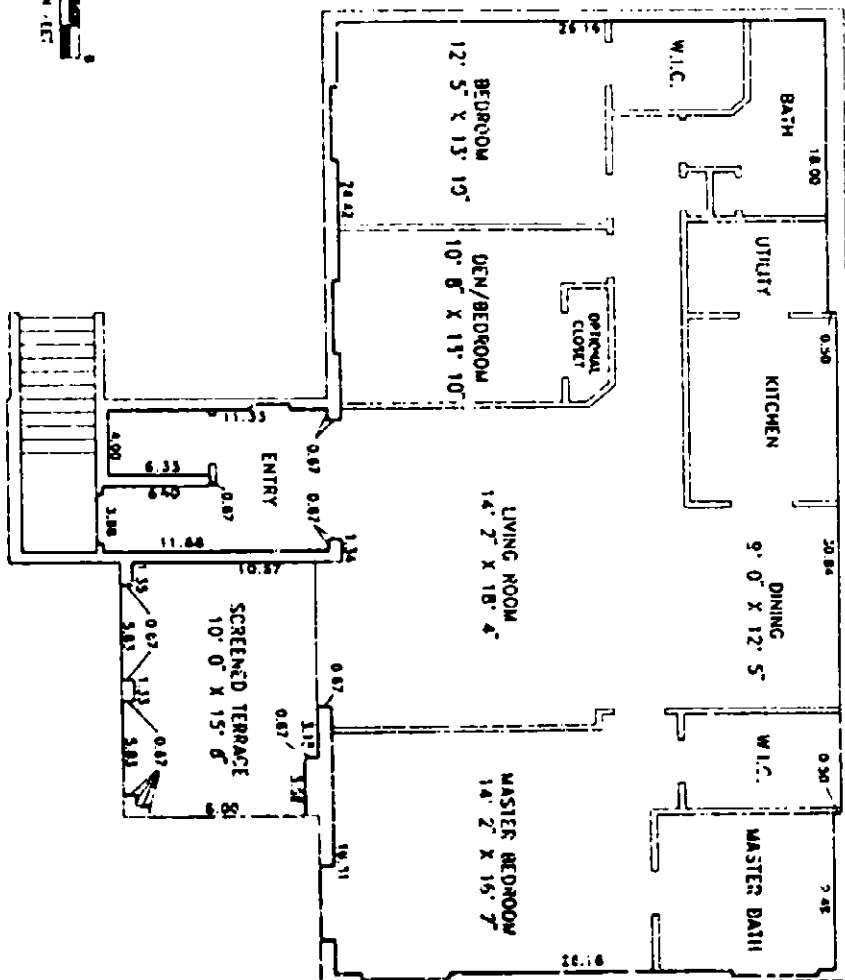
UNIT	OFFERING PRICE (APPROXIMATE \$/SQ. FT.)	APPROXIMATE SQUARE FEET
1A	14.50*	1,100
1B	14.50*	1,100
1C	14.50*	1,100
1D	14.50*	1,100
1E	14.50*	1,100
1F	14.50*	1,100
1G	14.50*	1,100
1H	14.50*	1,100
1I	14.50*	1,100
1J	14.50*	1,100
1K	14.50*	1,100
1L	14.50*	1,100
1M	14.50*	1,100
1N	14.50*	1,100
1O	14.50*	1,100
1P	14.50*	1,100
1Q	14.50*	1,100
1R	14.50*	1,100
1S	14.50*	1,100
1T	14.50*	1,100
1U	14.50*	1,100
1V	14.50*	1,100
1W	14.50*	1,100
1X	14.50*	1,100
1Y	14.50*	1,100
1Z	14.50*	1,100

**PARKER - MAPLES VINEYARDS INC.**  
**TUSCANY AT THE VINEYARDS**  
**A CONDOMINIUM**  
 Anchor Engineering  
 5000 W. 10th Ave., Suite 100  
 Denver, CO 80202  
 303.733.1234

TYPICAL "B" UNIT DOWNSTAIRS



TYPICAL "B" UNIT UPSTAIRS

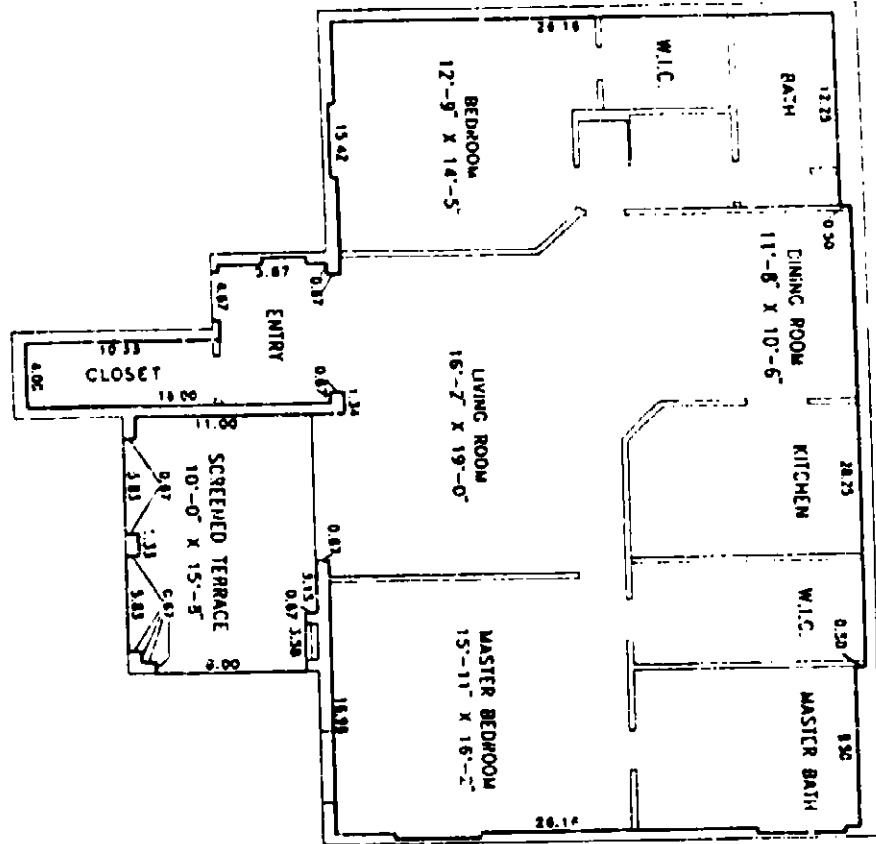


OWNER'S NOTES

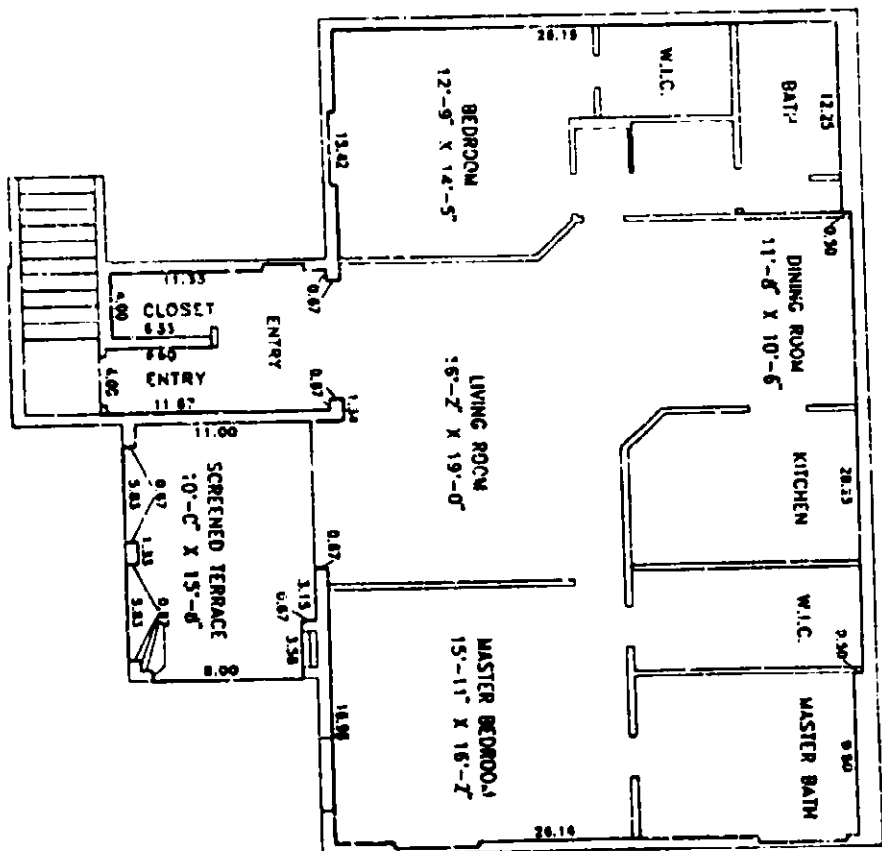
- 1) UNIT PLANS PREPARED FROM ARCHITECTURAL DRAWINGS BY ALFONSO ARCHITECT, AND DATED 6/21/98
- 2) ALL DIMENSIONS ARE APPROXIMATE AND ARE TO FINISHED WALLS.
- 3) FLOOR AND CEILING THE FINAL DETERMINED UNIT BOUNDARY.
- 4) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 5) UNITS AS SHOWN HEREON MAY APPEAR REVERSED (INVERTED) AS SHOWN ON THE RESPECTIVE BOUNDARIES.



DATE	11-20-98
BY	ANCHOR ENGINEERING
PROJECT	TUSCANY AT THE VINEYARDS A CONDOMINIUM
OWNER	PARKER - NIPLES VINEYARDS INC.
ANCHOR ENGINEERING	4000 W. 10TH ST. DENVER, CO 80202



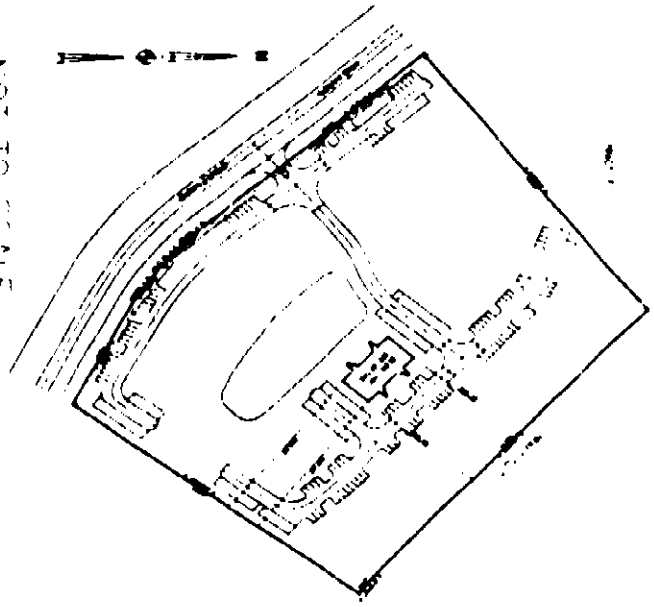
TYPICAL 'A' UNIT - DOWNSTAIRS



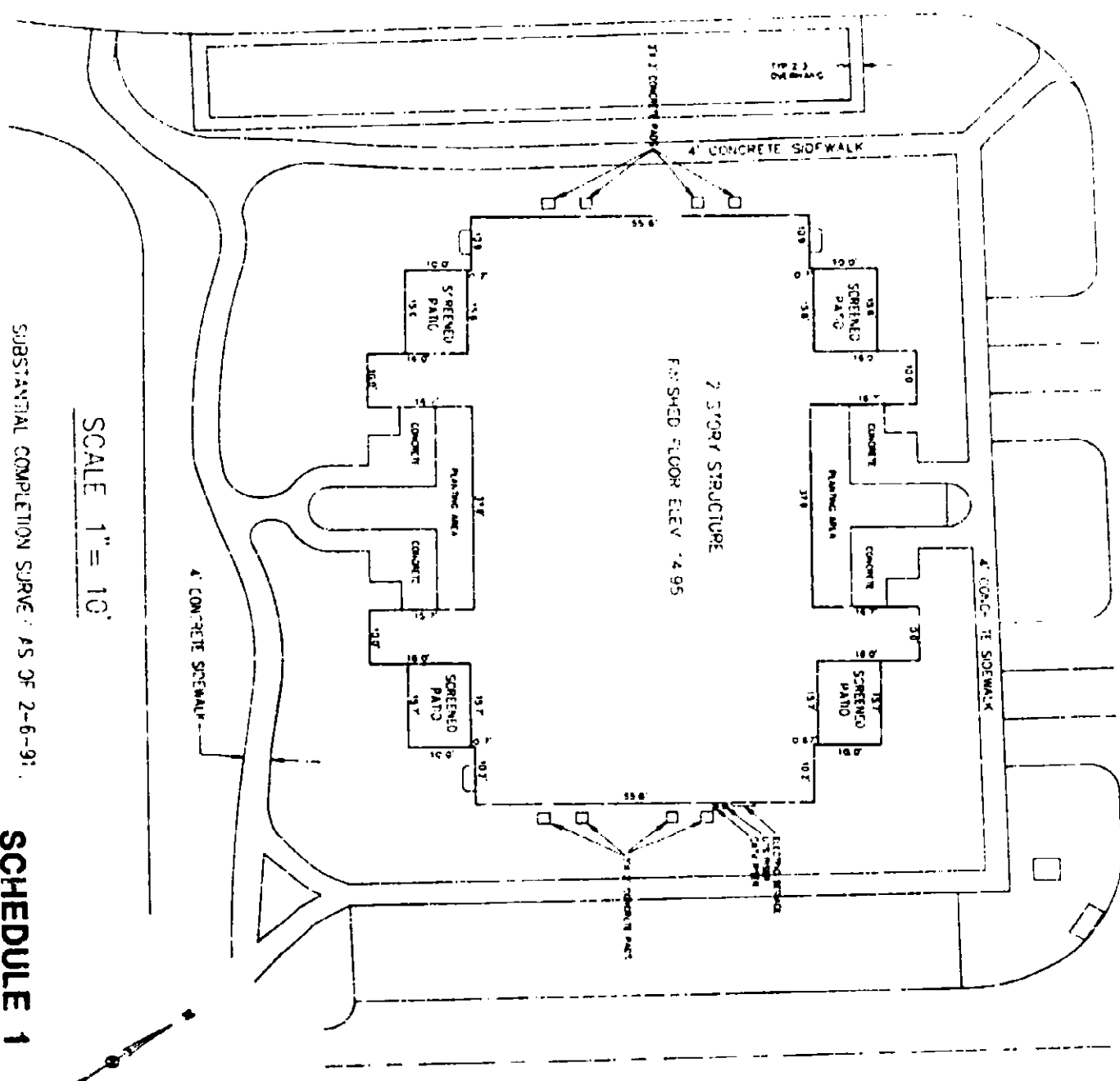
TYPICAL 'A' UNIT - UPSTAIRS

- OWNER'S NOTE:**
- 1) UNIT PLANS PREPARED FROM ARCHITECTURAL DRAWINGS BY ALTONSO ARCHITECTS AND DATED 6/21/78.
  - 2) ALL DIMENSIONS ARE APPROXIMATE AND ARE TO UNFINISHED WALLS.
  - 3) FLOOR AND CEILING FINISHES, THE FINAL DIMENSIONS MAY VARY.
  - 4) MEASUREMENTS ARE TO FACE UNLESS OTHERWISE NOTED.
  - 5) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - 6) UNITS AS SHOWN HEREON MAY APPEAR REVERSED (UPSIDE) AS SHOWN ON THE RESPECTIVE BALCONIES.

<p><b>TUSCANY AT THE VINEYARDS</b> A CONDOMINIUM</p> <p>Architect: <b>Altonso Architects</b></p> <p>Engineer: <b>Parlier - Mott's Vineyards Inc.</b></p>	<p>DATE: 6/21/78</p> <p>SCALE: AS SHOWN</p>
--	---



NOT TO SCALE



SCALE 1" = 10'

SUBSTANTIAL COMPLETION SURVEY AS OF 2-6-91

SCHEDULE 1

**TUSCANY A CONDOMINIUM  
BUILDING 10**

Asst. Engineer	
DATE	2-6-91
BY	[Signature]
PROJECT NO.	001593
DATE OF SURVEY	2-6-91
DATE OF PLOTTING	2-6-91
DATE OF PRINTING	2-6-91
DATE OF RECORDING	2-6-91
DATE OF CLOSURE	2-6-91
DATE OF REVISION	2-6-91
DATE OF FINAL SURVEY	2-6-91
DATE OF FINAL PLOTTING	2-6-91
DATE OF FINAL PRINTING	2-6-91
DATE OF FINAL RECORDING	2-6-91
DATE OF FINAL CLOSURE	2-6-91
DATE OF FINAL REVISION	2-6-91
DATE OF FINAL SURVEY	2-6-91
DATE OF FINAL PLOTTING	2-6-91
DATE OF FINAL PRINTING	2-6-91
DATE OF FINAL RECORDING	2-6-91
DATE OF FINAL CLOSURE	2-6-91
DATE OF FINAL REVISION	2-6-91

**AS-BUILT  
SURVEY**

1 1

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM,  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 7

1200  
350

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Pages 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 7 is now complete, but has been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 2 day of April, 1991.

Witnesses:

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation



By:   
Jack E. Zeeman  
Vice President

Best Image Available

(CORPORATE SEAL)

This Instrument is Prepared By  
and Return To:  
Stephen L. Kussner, Esq.  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
P. O. Box 3433  
Tampa, Florida 33601

Return To:  
First American Title Co.  
File # 11274



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, was acknowledged before me this 2nd day of April, 1991, by Jack E. Leeman as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation, on behalf of the corporation.

Ely M. Rye  
Notary Public

My Commission Expires: Feb. 28, 1994

097-01-1722-049

CERTIFICATE OF SURVEYOR

I, T. ALAN NEAL, of Lee County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 4656, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 7 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O.R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, all recorded in the Public Records of Collier County, Florida amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, evidencing completion and addition for Buildings 5 and 6, recorded in O.R. Book 1438 at Page 239, in the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 7 of Tuscany of The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 7 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 7 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 7, and the common element facilities serving Building 7 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 1 day of April, 1991.

Witnesses:

Christine E. Delmond

T. Alan Neal

T. Alan Neal APR 01 1991

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 1st day of April, 1991, by T. Alan Neal.

Jessie M. Tubue  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My Commission Expires May 17, 1991  
Bonded thru Huckleberry & Associates

# TUSCANY A CONDOMINIUM BUILDING 7

Anchor Engineering	
DATE OF SURVEY	04-01-91
PROJECT NO.	100
SCALE	1" = 10'
BY	[Signature]
CHECKED BY	[Signature]
DATE OF THIS SURVEY	04-01-91
TOTAL	100

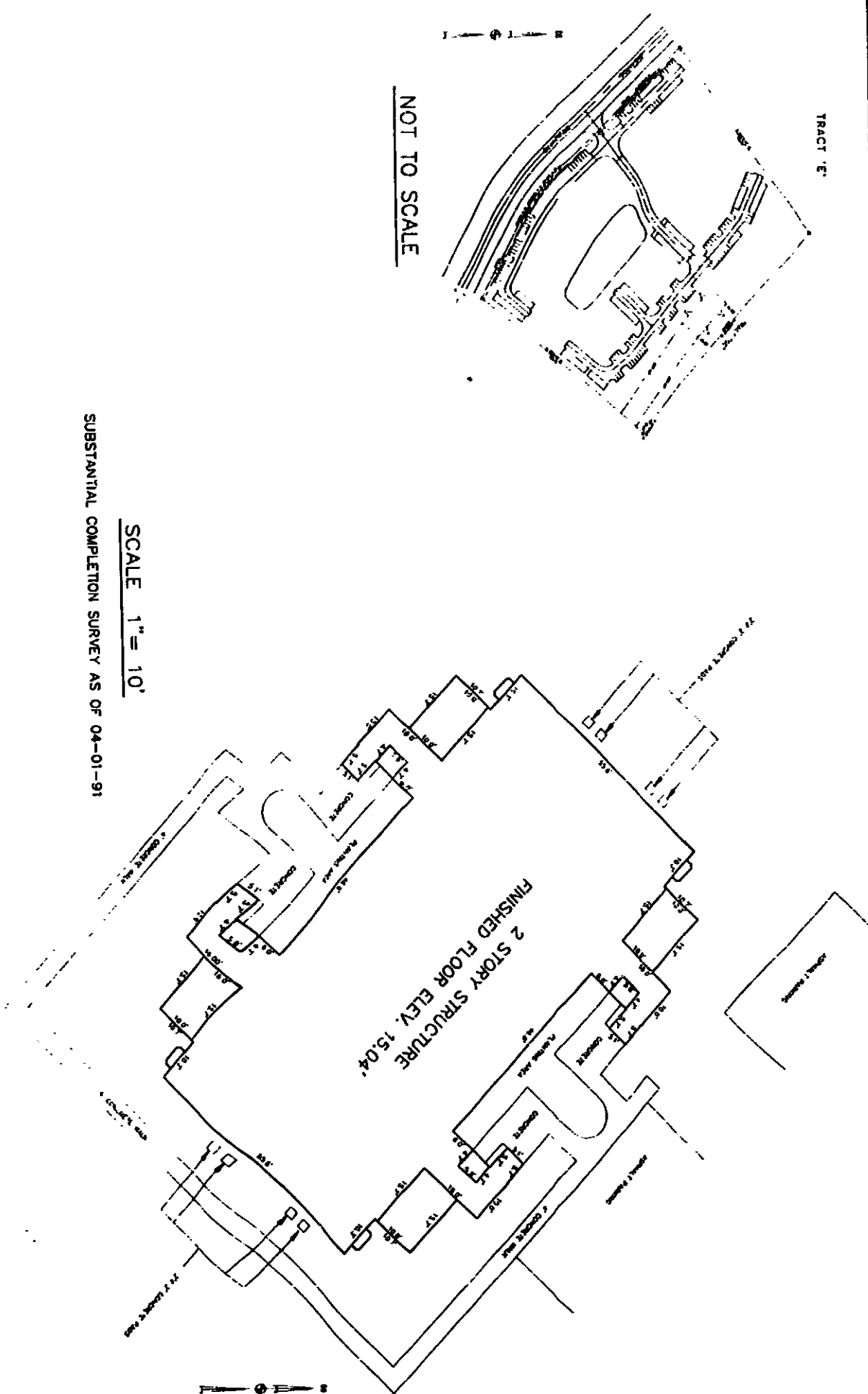
# AS-BUILT SURVEY

1

SUBSTANTIAL COMPLETION SURVEY AS OF 04-01-91

SCALE 1" = 10'

NOT TO SCALE



ANCHOR ENGINEERING  
 1000 N. W. 10th Ave., Suite 100  
 Ft. Lauderdale, FL 33304  
 (305) 555-1000

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM,  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 15

17.00  
2.50  
KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Pages 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 15 is now complete, but has been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 19th day of June, 1991.

Witnesses:

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

*[Handwritten signatures]*  
Best Image Available  
By: *[Signature]*  
Jack E. Leeman  
Vice President  
(CORPORATE SEAL)

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esq., Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

Return to: *[Arrow]*  
First American Title Co.  
File # 11913

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, was acknowledged before me this 12 day of June, 1991, by Jack E. Leeman as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation, on behalf of the corporation.

*Elinor M.*  
Notary Public

My Commission Expires: Feb 28, 1994

1722-049-24628



001627  
OR BOOK

002238  
PAGE

Anchor Engineering

CERTIFICATE OF SURVEYOR

I, T. ALAN NEAL, of Lee County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 4656, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 15 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O.R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, all recorded in the Public Records of Collier County, Florida amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, evidencing completion and addition for Buildings 5 and 6, recorded in O.R. Book 1438 at Page 239, in the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 15 of Tuscany of The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 15 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 15 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 15, and the common element facilities serving Building 15 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 21<sup>st</sup> day of June, 1991.

Witnesses:

Chris DeArmond  
Uicker R. Louisa

T. Alan Neal  
T. Alan Neal

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JUNE, 1991, by T. Alan Neal.

Jeanne M. Turua  
Notary Public



My Commission Expires: \_\_\_\_\_  
**OFFICIAL SEAL**  
JEANNE M. TURUA  
MY COMMISSION EXPIRES  
MAY 17, 1993

SHEET 1 OF 2





6

13.00  
2.00

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING COMPLETION AND ADDITION FOR BUILDING 14

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 14 is now complete, but has been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 12th day of January, 1993.

Witnesses:

Dennis M. Griner  
Print Name: Dennis M. Griner  
Donna M. English  
Print Name: Donna M. English

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

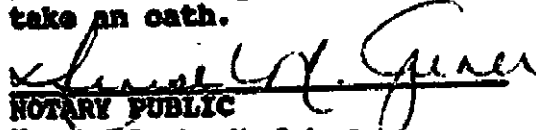
By: Jack E. Leeman  
Jack E. Leeman  
Vice President

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

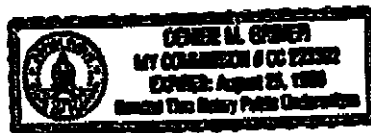
Return to:  
First American Title Co  
File # 12928

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 1993, by Jack E. Lozman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation. He is personally known to me and did not take an oath.

  
NOTARY PUBLIC  
Name: Denise M. Griner  
My Commission Expires:

1722-049-119226



I, LESLIE W. SAPP, of Lee County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 14 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 339, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 14 of Tuscany at The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 14 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 14 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 14, and the common element facilities serving Building 14 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 14<sup>th</sup> day of January, 1993.

Witnesses:

Michael D. Lanston  
Print Name: MICHAEL D. LANSTON

Kathleen Withrow  
Print Name: KATHLEEN WITHROW

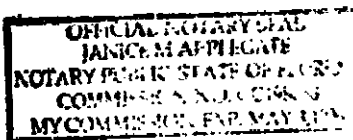
Leslie W. Sapp  
Print Name: LESLIE W. SAPP

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing was acknowledged before me this 14<sup>th</sup> day of January, 1993, by Leslie W. Sapp, who is personally known to me and who did not take an oath.

Janice M. Applegate  
NOTARY PUBLIC  
Name: JANICE M. APPLGATE  
My Commission Expires:

1722-049-119229



Recorded and Verified  
in Public Records of  
COLLIER COUNTY, FLORIDA  
Dwight E. Brock, Clerk

REC'D 13.05  
FILED 2.05  
DCC \_\_\_\_\_  
INT \_\_\_\_\_  
IND \_\_\_\_\_

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 11

1856  
OR BOOK  
PAGE  
000547

01791166  
COLLIER COUNTY  
RECORDED  
0803 AUG 17 AM 9 02

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 11 are now complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and
2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration.
3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

Best Image Available

Return to:  
Pine Associates, Inc. Co.  
File # 110000011

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 4<sup>th</sup> day of August, 1993.

Witnesses:

Denise M. Griner  
Print Name: Denise M. Griner  
Donna M. English  
Print Name: Donna M. English

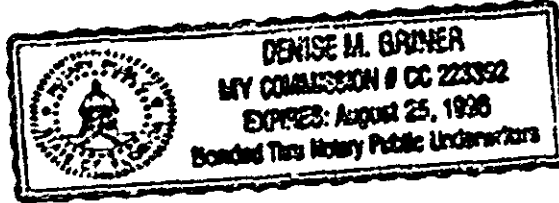
PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

By: Jack E. Leeman  
Jack E. Leeman  
Vice President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 1993, by Jack E. Leeman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation. He is personally known to me and did not take an oath.

Denise M. Griner  
NOTARY PUBLIC  
Name: Denise M. Griner  
My Commission Expires:



1722-049-134625

OR BOOK  
1856

PAGE:  
000548



EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, Leslie W. Sapp of Collier County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 11 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 11 of Tuscany at The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 11 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 11 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 11, and the common element facilities serving Building 11 are substantially completed.

IN WITNESS WHEREOF, I have set my and seal this 5<sup>th</sup> day of August, 1993.

Witnesses:

Kim Gross  
Print Name: Kim Gross

Scott A. Ford  
Print Name: SCOTT A. FORD

Leslie W. Sapp  
Print Name: Leslie W. Sapp

STATE OF FLORIDA.  
COUNTY OF Collier

The foregoing was acknowledged before me this 11 day of August, 1993, by Leslie W. Sapp, who is personally known to me and who did not take an oath.

Leslie W. Sapp  
NOTARY PUBLIC  
Name: Leslie W. Sapp  
My Commission Expires:

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 8

1200  
256  
DOC  
INT  
IND

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1879 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 3 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2336, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 8 are now complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

Best Image Available

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Coakey,  
Edwards & Bohn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

Return to:  
First American Title Co.  
File # *T-111-111*

7

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 20<sup>th</sup> day of October, 1993.

Witnesses:

[Signature]  
Print Name: Quinn A. Pagan  
[Signature]  
Print Name: Denise M. Griner

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

By: [Signature]  
Jack E. Leeman  
Vice President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 1993, by Jack E. Leeman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation. He is personally known to me and did not take an oath.

[Signature]  
NOTARY PUBLIC  
Name: Denise M. Griner  
My Commission Expires:

1722-040-0171040.01



EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, LESLIE W. SAPP, of COLLIER County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 8 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 31 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1893 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1804 at Page 2380, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1637 at Page 2256, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 847, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 8 of Tuscany at The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 8 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 8 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 8, and the common element facilities serving Building 11 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 19 day of October, 1993.

Witnesses:

Kimberly A. Cross  
 Print Name: Kimberly A. Cross

Norman L. Hill  
 Print Name: NORMAN L. HILL

Leslie W. Sapp  
 Print Name: LESLIE W. SAPP

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing was acknowledged before me this 19th day of October, 1993, by Debra W. Lipp, who is personally known to me and who did not take an oath.

Barbara Gross  
NOTARY PUBLIC  
Name: Barbara Gross  
My Commission Expires:

172-640-3171061.01

NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES

Recorded and Verified  
to Official Records of  
COLLIER COUNTY, FLORIDA  
DWIGHT E. BROCK, CLERK

01774311  
COLLIER COUNTY

93 DEC 30 AM 11:28  
RECORDED

001899  
OR BOOK

002181  
PAGE

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDING 9

12.00  
2.50

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Building 9 is now complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration.

3. The Developer reserves the right to amend and supplement the Declaration of Condominium by issuing, executing and causing to be recorded those amendments, modifications and supplements, adding the additional drawings and surveyor's certificates from time to time and without requiring the joinder of any other person.

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

File # 14857



001899

002182

OR BOOK

PAGE

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 23 day of December, 1993.

Witnesses:

[Signature]  
Print Name:

DAVID [Signature]  
Print Name:

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

[Signature]  
By: Jack E. Leeman  
Vice President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 23rd day of December, 1993, by Jack E. Leeman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation. He is personally known to me and did not take an oath.

Sara Stelling  
NOTARY PUBLIC

Name: SARA STELLING

My Commission Expires:

1722-049-0183155.01



001899

OR BOOK

002183

PAGE

EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, LESLIE W. SAPP, of COLLIER County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Building 9 of Tuscany at The Vineyards, a Condominium, is substantially complete so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium"), together with the provisions of the Declaration of Condominium describing Building 9 of Tuscany at The Vineyards, a Condominium, present an accurate representation of the location and dimensions of the improvements constituting Building 9 of Tuscany at The Vineyards, a Condominium, and the identification, location and dimensions of the common elements and of each unit in Building 9 can be determined from these materials.

I further certify that all planned improvements including, but not limited to landscaping, utility services and access to each unit in Building 9, and the common element facilities serving Building 9 are substantially completed.

IN WITNESS WHEREOF, I have set my hand and seal this 28<sup>th</sup> day of December, 1993.

Witnesses:

Michael J. [Signature]  
Print Name: MICHAEL J. [Name]

Norman L. Hill  
Print Name: NORMAN L. HILL

Leslie W. Sapp  
Print Name: LESLIE W. SAPP

001899  
OR BOOK

002184  
PAGE

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing was acknowledged before me this 28th day of December, 1993, by Leslie W. Sapp, who is personally known to me and who did not take an oath.

Janice M. Applegate  
NOTARY PUBLIC  
Name: JANICE M. APPELGATE  
My Commission Expires:

1722-049-01A3163.01

OFFICIAL NOTARY SEAL  
JANICE M. APPELGATE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC19875  
MY COMMISSION EXPIRES MAY 1, 1994

Recorded and certified  
in original by me at  
COLLIER COUNTY, FLORIDA  
DORIS E. BRADY, CLERK

01808003  
COLLIER COUNTY

94 APR -8 AM 9:39  
RECORDED

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OR BOOK

000701  
PAGE

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING ELEVATIONS FOR  
BUILDINGS 6, 8, 9, 11 and 14

REC 13.00  
PREP 2.00  
LAW  
FEE  
TAX

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Buildings 6, 8, 9, 11 and 14 are complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

Return to:  
First American Title Co.  
File # *Tuskey-B.*  
↑

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 24<sup>TH</sup> day of MARCH, 1994.

Witnesses:

[Signature]  
Print Name: JANICE M. TORRE  
[Signature]  
Print Name: Denise M. Griner

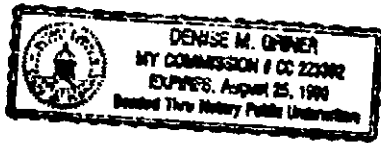
PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

By: [Signature]  
Jack E. Leeman  
Vice President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of MARCH, 1994, by Jack E. Leeman, as Vice President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

[Signature]  
NOTARY PUBLIC  
Name: Denise M. Griner  
My Commission Expires:



1722-049-0199999.01

001933  
OR BOOK

000702  
PAGE

EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, LESLIE W. SAPP, of Collier County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Buildings 6, 8, 9, 11 and 14 of Tuscany at The Vineyards, a Condominium, are substantially completed and the measured floor elevations (NGVD) of Building 6 is 15.26', of Building 8 is 14.69', of Building 9 is 16.48', of Building 11 is 15.29' and of Building 14 is 14.74', so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 16 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 17 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") is amended.

001933  
000703

IN WITNESS WHEREOF, I have set my hand and seal this 3rd day of MARCH, 1994.

Witnesses:

Michael D. Langley  
Print Name: Michael D. Langley

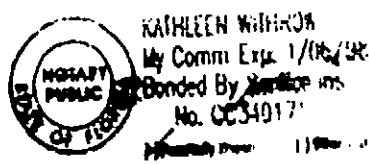
Jamie M. Applegate  
Print Name: Jamie M. Applegate

Leslie W. Sapp  
Print Name: LESLIE W. SAPP

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing was acknowledged before me this 30 day of March, 1994, by LESLIE W. SAPP, who is personally known to me and who did not take an oath.

Kathleen Withrow  
NOTARY PUBLIC  
Name: KATHLEEN WITHROW  
My Commission Expires:



Recorded and Certified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
DAUGHT E. BRUCE, CLERK



AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING COMPLETION AND ADDITION FOR  
BUILDINGS 12 and 13

REC 13.00  
PRM 2.00  
DOC \_\_\_\_\_  
INT \_\_\_\_\_  
IND \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Elevations for Buildings 6, 8, 9, 11 and 14 recorded in O. R. Book 1933 at Page 701, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Buildings 12 and 13 is complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

Return to  
First American Title Co.  
File # Tuscany

Best Image Available

2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 24<sup>th</sup> day of August, 1994.

Witnesses:

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

Christina L. Harvey  
Print Name: Christina L. Harvey  
Denise M. Grier  
Print Name: Denise M. Grier

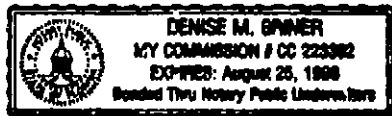
By: Walter D. Turken  
Walter D. Turken  
President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 1994, by Walter D. Turken, as President of PARKER-NAPLES VINEYARDS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Denise M. Grier  
NOTARY PUBLIC  
Name: Denise M. Grier  
My Commission Expires:

1722-049-0227190.01



R  
AUG 24 1994

001981

000052

OR BOOK

PAGE

EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, LESLIE W. SAPP, of Collier County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Buildings 12 and 13 of Tuscany at The Vineyards, a Condominium, is substantially completed so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Elevations for Buildings 6, 8, 9, 11 and 14 recorded in O. R. Book 1933 at Page 701, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") is amended.

IN WITNESS WHEREOF, I have set my hand and seal this 23<sup>rd</sup> day of August, 1994.

Witnesses:

Michael F. Zisselmaier  
Print Name: MICHAEL F. ZISSELMAYER

Mohammad Annan  
Print Name: MOHAMMAD ANNAN

Leslie W. Sapp P.L.S.  
Print Name: LESLIE W. SAPP

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing was acknowledged before me this 23<sup>rd</sup> day of August, 1994, by LESLIE W. SAPP, who is personally known to me and who did not take an oath.

Barbara Gross  
NOTARY PUBLIC  
Name: BARBARA GROSS  
My Commission Expires:

Notar:  
ANNIS MITCHELL COCKEY ET AL  
P O BOX 3433  
TAMPA FL 33601

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR TUSCANY AT THE VINEYARDS, A CONDOMINIUM  
EVIDENCING ELEVATIONS FOR  
BUILDINGS 7, 12, 13, and 15

KNOW ALL MEN BY THESE PRESENTS, that PARKER-NAPLES VINEYARDS, INC., a Florida corporation, the Developer described in that certain Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32, Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium Evidencing Elevations for Buildings 6, 8, 9, 11 and 14 recorded in O. R. Book 1933, at Page 701, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") and the owner and holder of all of the property described in Exhibit "A" of the Declaration of Condominium on the date of the execution and recording of said Declaration of Condominium declares:

1. The construction of Buildings 7, 12, 13 and 15 are complete, but have been completed subsequent to the recording of the original Declaration of Condominium; and
2. The Declaration of Condominium is amended and supplemented by the addition thereto of the Certificate of Surveyor attached hereto as Exhibit "A-1" and incorporated herein by reference, all in accordance with the provisions of Paragraph 14 of the Declaration of Condominium.

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Stephen L. Kussner, Esquire  
Annis, Mitchell, Cockey,  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

IN WITNESS WHEREOF, Parker-Naples Vineyards, Inc. has caused this Amendment to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, to be executed by its duly authorized officer this 27<sup>th</sup> day of September, 1994.

Witnesses:

PARKER-NAPLES VINEYARDS, INC.,  
a Florida corporation

S. Stelling  
Print Name: SARA STELLING  
Vivian M. Hazarek  
Print Name: VIVIAN M. HAZAREK

By: [Signature]  
Print Name: DAVID KNIZNER  
Print Title: VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 1994, by DAVID KNIZNER, as VICE PRESIDENT of PARKER-NAPLES VINEYARDS, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

Karen Yates  
NOTARY PUBLIC  
Print Name: KAREN YATES  
My Commission Expires:

1722-049-0230917.01

OFFICIAL NOTARY SEAL  
KAREN YATES  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC351973  
MY COMMISSION EXP. MAR. 1, 1998

## EXHIBIT "A-1"

CERTIFICATE OF SURVEYOR

I, LESLIE W. SAPP, of Collier County, Florida, do hereby certify that I am a Professional Land Surveyor, Certificate No. 1126, authorized and licensed to practice in the State of Florida, and that the construction of the improvements of Buildings 7, 12, 13 and 15 of Tuscany at The Vineyards, a Condominium, are substantially completed and the measured floor elevations (NGVD) of Building 7 is 14.80', of Building 12 is 14.85', of Building 13 is 14.82', and of Building 15 is 15.04', so that the Survey, Graphic Description and Plot Plan attached to the Declaration of Condominium of Tuscany at The Vineyards, a Condominium, recorded in O. R. Book 1429 at Page 1679 and Condominium Book 32 at Page 70-73, and amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Buildings 5 and 6, recorded in O. R. Book 1438 at Page 239, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 10, recorded in O. R. Book 1593 at Page 191, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 7 recorded in O. R. Book 1604 at Page 2350, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 15 recorded in O. R. Book 1627 at Page 2236, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 14 recorded in O. R. Book 1789 at Page 1596, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 11 recorded in O. R. Book 1856 at Page 547, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 8 recorded in O. R. Book 1877 at Page 12, and further amended by that certain Amendment to Declaration of Condominium for Tuscany at The Vineyards, a Condominium, Evidencing Completion and Addition for Building 9 recorded in O. R. Book 1899 at Page 2181 and further amended by that certain Amendment to Declaration of Condominium for Tuscany at the Vineyards, A Condominium Evidencing Elevations for Buildings 6, 8, 9, 11, and 14 recorded in O. R. Book 1933, Page 701, all of the Public Records of Collier County, Florida (collectively the "Declaration of Condominium") is amended.

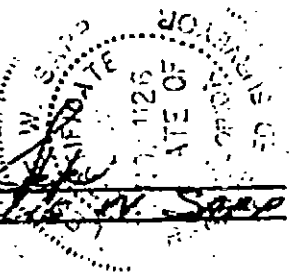
IN WITNESS WHEREOF, I have set my and seal this 20<sup>th</sup> day of September, 1994.

Witnesses:

Kenneth Sarno  
Print Name: KENNETH SARNO

Ronald Norris  
Print Name: RONALD NORRIS

Leslie W. Sapp  
Print Name: LESLIE W. SAPP

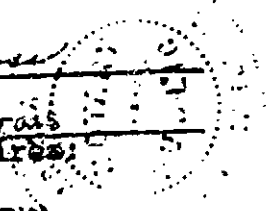




STATE OF FLORIDA  
COUNTY OF Collins

The foregoing was acknowledged before me this 20th day of September, 1994, by LESLIE W. SAPP, who is personally known to me and who did not take an oath.

Barbara Gross  
NOTARY PUBLIC  
Name: Barbara Gross  
My Commission Expires:



1722-049-0230918.01

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT. 20, 1994  
BONDED THRU GENERAL INS. UND.

Instrument prepared by and return to:

Steven M. Falk, Esq.  
Roetzel and Andress, a  
Legal Professional Association  
850 Park Shore Drive, Third Floor  
Naples, FL 34103

2141983 OR: 2276 PG: 0986

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
01/27/97 at 10:35AM DWIGHT B. BROCK, CLERK  
REC FEE 10.50

Retn:  
ROETZEL & ANDRESS  
850 PARK SHORE DR 3RD FLOOR  
NAPLES FL 34103


(Space above line for recording information)

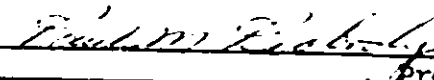
CERTIFICATE OF AMENDMENT

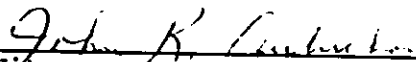
THE UNDERSIGNED, being the duly elected and acting President, of Tuscany at the Vineyards Condominium Association, Inc., a Florida corporation, not for profit, does hereby certify that at a duly called meeting of the members held on January 26, 1995, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "A" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Condominium for Tuscany at the Vineyards, A Condominium was originally recorded at O.R. Book 1429, Page 1679 et seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

Tuscany at the Vineyards  
Condominium Association, Inc.

  
\_\_\_\_\_  
Witness  
Print Name: PETER S BRUNKER

By: , President


  
\_\_\_\_\_  
Witness  
Print Name: JOHN K. HUBERTSON

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 1997 by Paul Reabody, as President of Tuscany at the Vineyards Condominium Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced personally known to me as identification and who took an oath, and acknowledged executing the same under authority vested in him/her by said corporation.



LORI ANNE WRIGHT  
My Commission CC412558  
Expires Oct. 10, 1998  
Bonded by HAI  
800-422-1555

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10-10-98  
LORI ANNE WRIGHT  
\_\_\_\_\_  
Printed Name of Notary Public

AMENDMENT TO THE ARTICLES OF INCORPORATION OF  
TUSCANY AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

Date: January 26, 1995

Purpose: To provide ease of transition form year to year in the make-up and continuity of the Board of Directors. This proposal was approved by the Board of Directors on December 20, 1994.

WHEREAS, the present Articles of Incorporation provide that the number of Directors shall be any odd number not less than three (3) nor more than seven (7) as shall be determined by resolution of the membership by a majority vote, as defined in said Articles in Article VII, Sections 1 and 3, and shall serve a one year term; AND

WHEREAS, the membership finds it desirable to provide a longer term for each member, provide a number certain for the membership of said Board, and to provide staggered terms for the members to facilitate continuity from year to year in the election of new board members by the membership.

NOW THEREFORE, BE IT HEREBY RESOLVED that Article VII, Sections 1 and 3 of the Tuscany at the Vineyards Condominium Association, Inc., be and the same be amended as follows:

~~Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons.~~

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of five (5) persons.

~~Section 2. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.~~

Section 3. That effective with the 1996 annual meeting of the membership of the Tuscany at the Vineyards Condominium Association, Inc., there shall be elected by the membership a Board of Directors as follows: That said members of the Board of Directors shall be elected for a term of two (2) years, and any member of said Board may be re-elected for any number of additional terms, provided, however, that the first Board of Directors elected after the recording of this Amendment will be comprised of members with staggered terms as follows: the three (3) members receiving the highest number of votes shall serve for two (2) years, and the two (2) members receiving the remaining number of votes shall serve for one (1) year; in the next succeeding election ( in the year 1997), the two (2) seats on the Board then becoming vacant shall be subject to election by the membership; thereafter, in each succeeding year, the membership shall elect to the Board the number of directors whose terms are ending ( three (3) in the year 1998). If, at the election of the Board in 1996 there is no election by ballot, then the Board then elected shall determine the method acceptable to dividing the seats on said Board for staggered terms not inconsistent with this paragraph.

PLEASE NOTE: The deleted portions of the existing Articles are stricken and the proposed new portions of the Articles are underlined.

EXHIBIT A

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
04/18/2001 at 01:45PM DWIGHT N. BROCK, CLERK  
REC FEE 10.50

Instrument prepared by and return to:

Richard D. DeBoest II, Esq.  
Roetzel and Andress, a  
Legal Professional Association  
850 Park Shore Drive, Third Floor  
Naples, FL 34103

Retn:  
ROETZEL & ANDRESS  
850 PARK SHORE DR 3RD FLOOR  
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President, of Tuscany at the Vineyards Condominium Association, Inc., a Florida corporation, not for profit, does hereby certify that at a duly called meeting of the members held on February 21, 2001 where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "A" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Condominium for Tuscany at the Vineyards, A Condominium was originally recorded at O.R. Book 1429, Page 1679 et seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and the seal of the corporation.

Tuscany at the Vineyards  
Condominium Association, Inc.

Nancy Winkler  
Witness  
Print Name: Nancy Winkler

By: Paul Peabody  
Paul Peabody, President

Nancy Duncan  
Witness  
Print Name: Nancy Duncan

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 11 day of April, 2001, by Paul Peabody, as President of Tuscany at the Vineyards Condominium Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced as identification and who took an oath, and acknowledged executing the same under authority vested in him/her by said corporation.

Cynthia Lee Hawkins  
Feb 25, 2005

Cynthia Lee Hawkins  
My Commission D0003900  
Expires February 25, 2005

Notary Public  
My Commission Expires:  
Cynthia Lee Hawkins  
Printed Name of Notary Public

AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM OF TUSCANY AT THE VINEYARDS, A  
CONDOMINIUM

Additions indicated by underlining  
Deletions indicated by ~~strike-through~~

Proposed amendment to Declaration of Condominium of Tuscany at the Vineyards, a  
Condominium:

23. USE RESTRICTIONS:

\*\*\*\*

(y) Pets: Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. An Owner of a Unit may keep one (1) non-exotic, domesticated, quiet and inoffensive household pet (dog, cat, bird) weighing twenty-five (25) pounds or less in his Unit. No reptiles, rodents, amphibians, poultry or livestock shall be kept in the Condominium. Tenants and guests shall not be permitted to keep pets and no pets or other animals of any kind shall be permitted in leased units. In no event shall any pets be kept, bred or maintained for any commercial purpose. All authorized pets shall be carried or on a handheld leash at all times when outside a Unit. Messes made by pets on Condominium property must be removed by owners or handlers immediately. The Board shall have the authority to designate the portions of the Condominium property that will be used to accommodate the requirements of pets. Pets shall not be left unattended on lanais or common areas. The keeping of a pet is a privilege and not a right. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. Any pet that has, in the sole opinion of the Board, become a nuisance or an unreasonable disturbance, shall be removed from the Condominium property following three (3) days written notice from the Board. Authorized pets in the Condominium prior to the effective date of this amendment shall be allowed to remain (grandfathered) however, when such pets become deceased or are otherwise permanently removed from the Condominium they shall not be replaced except in conformance with this amendment.

Exhibit "A"

336124\_1