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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VALLEY OAK
AT THE VINEYARDS**

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VALLEY OAK
AT THE VINEYARDS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on the 19th day of October, 1992, by VINEYARDS DEVELOPMENT CORPORATION, MICHAEL J. PROCACCI AND JOSEPH G. PROCACCI (hereinafter collectively referred to as the "Declarant"), and is joined in by VALLEY OAK HOMEOWNERS' ASSOCIATION AT THE VINEYARDS, INC. (hereinafter referred to as the "Valley Oak Association"), THE VINEYARDS COMMUNITY ASSOCIATION, INC., FIDELITY BANK, N.A. and the Owners of Lots identified on the signature pages attached to this Declaration.

STATEMENT OF BACKGROUND INFORMATION

- A. The Declarant is the master developer of The Vineyards at Naples.
- B. The Vineyards at Naples will consist of a series of Neighborhoods.
- C. Valley Oak Subdivision is one of the Neighborhoods within The Vineyards at Naples.
- D. The Declarant and the Owners desire to impose this Declaration on the Lots.

STATEMENT OF DECLARATION

Declarant and the Owners hereby declare that the Lots shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions and provisions, which shall run with the Lots, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

To establish and create a common scheme and plan for the improvement and maintenance of the Lots and to promote the interests unique to the Owners and occupants of the Lots, Declarant and the Owners hereby declare that the Lots shall be held, sold, conveyed, encumbered, leased, occupied and improved subject not only to the Master Documents but also to the Valley Oak Documents.

ARTICLE II

DEFINITIONS

Certain words and terms used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Annexation" or "Annexed" or "Annex" shall mean the process by which lots within the Valley Oak Subdivision, which are not subject to this Declaration, are made subject to this Declaration.

"Architectural Review Committee" or "Committee" shall mean the committee formed pursuant to Article 9 hereof to maintain the quality and architectural harmony of Improvements in Valley Oak Subdivision.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Valley Oak Association which are filed with the Secretary of State of Florida, as the same may be amended from time to time.

"Assessments" shall mean Base, Special, and Individual Assessments, collectively.

"Base Assessment" shall mean the Assessments levied in accordance with Section 7.4 of this Declaration.

"Board of Directors" or "Board" shall mean the board of directors of the Valley Oak Association.

"By-Laws" shall mean the by-laws of the Valley Oak Association, as the same may be adopted, amended or repealed from time to time.

"CPI" shall mean and refer to the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, 1982-1984=100, published by the Bureau of Labor Statistics, United States Department of Labor; provided, however, that if the compilation or publication, or both, of the index shall be transferred to any other department, bureau or agency of the United States government, or if the bureau shall adopt a successor index, the index published by such successor department, bureau or agency or the successor index shall be adopted and used as a standard hereunder. In the event no index level is published on any date on which adjustment is required to be made under this Declaration, the levels for computation shall be arrived at by interpolation from the published levels nearest to the date on which the levels are to be determined.

"Declarant" shall mean Michael J. Procacci, Joseph G. Procacci and Vineyards Development Corporation, collectively, and their successors in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly

recorded Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests specifically designated in the recorded Supplemental Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions for Valley Oak as amended or supplemented from time to time.

"Design Standards and Guidelines" shall mean those standards, guidelines and rules established from time to time by the Committee, and may include landscape design guidelines.

"Eligible Holder" is defined in Section 12.2 hereof.

"FHLMC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FNMA" shall mean Federal National Mortgage Association, a government sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"Government Mortgage Agencies" shall mean the FHLMC, the FNMA, and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean any and all buildings and structures, parking areas, fences, walls, hedges, planting, poles, driveways, recreational facilities, signs, changes in any exterior color or shape, excavation and any and all other site work including, without limitation grading, removal of trees or planting, and any construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" includes both original Improvements and all later changes and Improvements.

"Individual Assessment" shall mean an Assessment levied in accordance with Section 7.6 of this Declaration.

"Lot" or "Lots" shall mean the single family lots and all Improvements thereto subject to this Declaration from time to time.

"Master Association" shall mean The Vineyards Community Association, Inc., or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Declaration and the articles of incorporation and by-laws of the Master Association.

"Master Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing The Vineyards, including, but not

limited to, the Master Declaration, the articles of incorporation and by-laws, regulations of the Master Association and any procedures, rules, regulations or policies adopted by the Master Association.

"Master Declaration" shall mean the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, as amended, and recorded in the public records of Collier County, Florida.

"Member" shall mean any person or entity holding membership in the Valley Oak Association.

"Merchant Builder" shall mean and refer to all builders who purchase Lots to construct Improvements thereon and who are participants in an organized builder program implemented by Declarant.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Lot or interest therein as security for the payment of a debt or obligation. **"First Mortgage"** means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgagee" shall mean a holder or beneficiary of a Mortgage. **"First Mortgagee"** means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who resides on the Lot of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Special Assessment" shall mean the Assessment levied in accordance with Section 7.5 of this Declaration.

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration.

"The Vineyards" shall mean the real property which is or hereafter may become subject to the Master Declaration pursuant to the terms thereof.

Valley Oak Association shall mean Valley Oak Homeowners' Association at The Vineyards, Inc., or any successor thereof by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and the By-Laws.

Valley Oak Documents shall mean any and all documents, instruments and agreements governing the Lots, including, but not limited to, this Declaration, the Declaration of Neighborhood Covenants, Conditions and Restrictions for Valley Oak at The Vineyards recorded in O.R. Book 1301, page 812, et seq., of the Collier County Public Records (as amended and restated); which Declaration shall be considered a supplement to the Master Declaration, the Articles of Incorporation and By-Laws, the Design Standards and Guidelines, the Valley Oak Rules and any procedures, rules, regulations or policies adopted thereunder.

Valley Oak Representative shall mean the individual permitted to vote on behalf of and represent the Members on Master Association matters.

Valley Oak Rules shall mean the rules adopted by the Valley Oak Association as provided in Section 5.7 including, but not limited to, any landscape design and/or maintenance guidelines.

Valley Oak Subdivision shall mean any lot within the area described in Exhibit A.

ARTICLE III

EXPANSION

The Board of Directors shall permit any owner of a single family lot in the Valley Oak Subdivision to subject his lot to this Declaration at any time. Such expansion may be accomplished by Supplemental Declaration, describing the lot to be Annexed and submitted to the provisions of this Declaration. Such Supplemental Declaration shall not require the consent of the Owners. Any such expansion shall be effective upon the filing of record of such Supplemental Declaration. No Owner may remove his Lot from the provisions of this Declaration.

ARTICLE IV

VALLEY OAK ASSOCIATION OPERATIONS

Section 4.1 Valley Oak Association. The Valley Oak Association has been formed as a Florida not-for-profit corporation. The Valley Oak Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and By-Laws.

Section 4.2 Membership in the Valley Oak Association. Each Owner of a Lot shall be a Member of the Valley Oak Association. There shall be one (1) membership in the Valley Oak Association for each Lot. Membership in the Valley Oak Association shall be appurtenant

to the Lot, and such membership shall automatically pass with fee simple title to the Lot. In the event the Owner of a Lot is more than one (1) person, votes and rights of use and enjoyments shall be as provided hereinafter. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Valley Oak Association. Declarant shall hold a separate membership in the Valley Oak Association for each Lot owned by Declarant.

Section 4.3 Valley Oak Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted through the Neighborhood Association (as that term is defined in the Master Declaration) and Members will have no power to vote on Master Association matters other than through their Neighborhood Association. The Valley Oak Representative shall, on behalf of Members, cast the votes of Members on Master Association matters. The Valley Oak Representatives shall be the president of the Valley Oak Association, and in his absence the first vice president may fulfill the functions of the Valley Oak Representative. In the event the Valley Oak Association Board of Directors desires to appoint a different member or officer to be the Valley Oak Representative, the Board of Directors may do so, in its discretion, by written notification to the Master Association. The Valley Oak Representative shall cast the votes which such representative represents (votes of non-Declarant Members) in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least fifty one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Valley Oak Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members (other than the Declarant) in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. The Valley Oak Representative shall not be entitled to vote on behalf of Lots owned by the Declarant. The Declarant, so long as it owns one (1) or more Lots, shall be entitled to directly cast votes on behalf of Lots which it owns on Master Association matters. The Valley Oak Representative shall have the authority, but not the obligation, in the Valley Oak Representative's sole discretion, to call a special meeting of the Members in the manner provided in the By-Laws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Master Association. The Valley Oak Representative shall be required to call a special meeting of the Members in the manner provided for in the By-Laws, if requested by twenty-five percent (25%) or more of the Members, by petition filed with the Board. It shall be conclusively presumed for all purposes of Master Association business that the Valley Oak Representative in casting votes for the Members has acted within the authority and consent of the Members.

Section 4.4 Voting Rights of Members. Each Member shall have the right to cast votes for the election of the Board of Directors of the Valley Oak Association, and on any issue to be voted on by the Members under the terms of this Declaration, the Articles or By-Laws. There shall be only one (1) membership per Lot and one (1) vote per membership. In the event

the Owner of a Lot is more than one (1) person, the vote for such Lot shall be exercised as they, among themselves, determine, and the Secretary of the Valley Oak Association shall be notified, in writing, of such designation prior to any meeting. The vote of any Lot owned by a husband and wife as joint tenants with the right of survivorship may be exercised by either spouse; provided, if both spouses attempt to vote, such votes shall not be considered on such matter. In the absence of such advice, the Board of Directors may deny the Owners of such Lot the privilege to vote. The By-Laws shall provide for the manner, time, place, conduct and voting procedures for meetings of Members.

For all voting purposes, subject to applicable law, no member shall have the right to vote if any Assessment with respect to such Member's lot is not paid within 30 days of its due date. During the period that any Member is delinquent in the payment of any Assessment (as defined in Section 7.7) in order to determine whether a quorum is present for any voting purposes contemplated by this instrument or by the By-Laws of the Valley Oak Association, or in order to determine whether a sufficient percentage of Members have voted to take any actions, the presence of any such delinquent Member shall not be counted for any such purpose and the total number of Members required to be present or to take any action shall be reduced accordingly.

Section 4.5 Board of Directors. The affairs of the Valley Oak Association shall be managed by a Board of Directors. The number, term, election and qualifications of the Board of Director shall be fixed in the By-Laws. The Board of Directors may, by resolution, delegate portions of its authority to the manager of the Valley Oak Association, to officers of the Valley Oak Association, or to the Master Association or to agent and employees of the Valley Oak Association or of the Master Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Valley Oak Association. Action by or on behalf of the Valley Oak Association may be taken by the Board of Directors without a vote of the Members, except as otherwise specifically provided in this Declaration, the Articles of Incorporation or By-Laws. Prior to the initial sale of all Lots owned by Declarant (to persons other than Merchant Builders), Declarant shall have the right to appoint one (1) member to the Board of Directors. The Director appointed by the Declarant shall resign upon the earlier of: (a) the retail sale of the last Lot owned by Declarant or a Merchant Builder, or (b) December 31, 1997.

ARTICLE V

DUTIES AND POWERS OF THE VALLEY OAK ASSOCIATION

Section 5.1 General Duties and Powers of the Valley Oak Association. The Valley Oak Association has been formed to further the common interests of the Owners. The Valley Oak Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Lots.

Section 5.2 Properties and Facilities Transferred by Declarant. The Declarant, with the consent of the Board of Directors, may convey certain areas of land to the Valley Oak Association, including without limitation, land intended for common use by the Owners for purposes including the location of signs for identification of Valley Oak Subdivision. After any such transfer, the Valley Oak Association shall have the sole responsibility to perform any and all duties, including maintenance and replacement associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. **NOTHING IN THIS SECTION SHALL REQUIRE THE VALLEY OAK ASSOCIATION TO ACCEPT OR ACQUIRE ANY REAL PROPERTY. THE BOARD'S RIGHT TO ACCEPT OR ACQUIRE REAL PROPERTY SHALL BE LIMITED TO THE RIGHTS-OF-WAY WITHIN THE VALLEY OAK SUBDIVISION AS DESCRIBED ON EXHIBIT B ATTACHED HERETO AND THE ENTRY SIGNAGE FOR VALLEY OAK AND ASSOCIATED LANDSCAPING.**

Section 5.3 Duty to Maintain Fidelity Insurance. The Valley Oak Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Valley Oak Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall cover the manager and its officers, employees, and agents. Such fidelity coverage shall name the Valley Oak Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Valley Oak Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

Section 5.4 Duty to Maintain Officers' and Directors' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and directors' personal liability insurance shall be obtained by the Valley Oak Association to protect the officers, directors and the Committee members and all other committee members from personal liability in relation to their duties and responsibilities on behalf of the Valley Oak Association.

Section 5.5 Duty to Maintain Workers' Compensation Insurance. The Valley Oak Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.6 Other Insurance. The Valley Oak Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Valley Oak Association's responsibilities and duties.

Section 5.7 Power to Adopt Rules and Regulations. The Valley Oak Association, from time to time and subject to the provisions of the Master Association Documents, may adopt,

amend and repeal rules and regulations uniformly applicable to all Lots, to be known as the "Valley Oak Rules," governing, among other things and without limitation:

5.7.1 Maintenance standards for Lots, including without limitation landscape maintenance and maintenance of the exterior of residences; and

5.7.2 Additional use restrictions;

5.7.3 Design Standards and Guidelines;

5.7.4 Fines for the infraction of the Valley Oak Rules; and

5.7.5 Any other rules or regulations deemed necessary, desirable or advisable by the Valley Oak Association to promote the health, safety or welfare of the Owners and their Lots.

Notice of the adoption, amendment or repeal of any Valley Oak Rules shall be given in writing to each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the By-Laws, and copies of the currently effective Valley Oak Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Valley Oak Rules and shall see that the Related Users of said Owner's Lot shall comply with the Valley Oak Rules. In the event of any conflict between the Valley Oak Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.8 Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and shall cooperate with the Master Association so that the Master Association and the Valley Oak Association can most efficiently and economically provide their respective services to the Owners. If the Valley Oak Association fails, neglects, or is unable to perform a duty or obligation required by the Valley Oak Documents, then the Master Association may, after reasonable notice and an opportunity to cure given to the Valley Oak Association, perform such duties or obligations until such time as the Valley Oak Association is able to resume such functions, and charge the Valley Oak Association a reasonable fee for the performance of such functions.

Section 5.9 Collection of Master Association Assessments. The Valley Oak Association shall, upon the request of the Master Association, invoice and receive assessments owed the Master Association by Owners. The Valley Oak Association shall remit the amount collected during a month to the Master Association within fifteen (15) days after the end of such month along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association by the Owner or the Valley Oak Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is

not received by the Master Association. The Valley Oak Association shall have no right of set-off or diminution or abatement with respect to assessments collected on behalf of the Master Association.

The obligation of the Valley Oak Association to invoice and receive Master Association assessments shall be limited to assessments levied uniformly on all Owners within the Valley Oak Subdivision (other than Declarant owned Lots), and the Master Association must provide written notification of the assessments to the Board of Directors at least fifteen (15) days prior to the date of a regular Valley Oak Association billing cycle. The Valley Oak Association acknowledges and agrees to use the same billing cycle of the Master Association, provided, if Master Association assessments are billed more frequently than quarterly the Valley Oak Association shall have no obligation to use the same billing cycle as the Master Association or to invoice, receive and remit Master Association assessments.

Section 5.10 Manager. The Valley Oak Association may employ or contract for the services of a manager. The Manager may be the Master Association.

Section 5.11 Books and Records. The Valley Oak Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Valley Oak Documents, and the books, records, and financial statements of the Valley Oak Association prepared pursuant to the By-Laws. The Valley Oak Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Lot shall only be made available to the Owner or a Mortgagee of that Lot or Officers or Directors of Valley Oak Association, except as disclosure may be required by law.

Section 5.12 Implied Rights and Obligations. The Valley Oak Association may exercise any right or privilege given to it expressly by the Valley Oak Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or desirable to effectuate such right or privilege. The Valley Oak Association shall perform all of the duties and obligations imposed on it expressly by the Valley Oak Documents and every other duty or obligation reasonably to be implied from the express provisions of the Valley Oak Documents or reasonably necessary to perform the duties and obligations contained in the Valley Oak Documents.

Section 5.13 Preservation of Declarant Rights. The Valley Oak Association and each Owner acknowledge that the Declarant and the Merchant Builders have the right to develop and sell Lots. The Valley Oak Association shall not adopt, amend or repeal any Valley Oak Document which discriminates against Declarant or Merchant Builders or adversely affects Declarant's or the Merchant Builder's ability to develop, improve or sell Lots.

ARTICLE VI

LOT MAINTENANCE

Each Owner shall maintain his or her Lot in a neat and attractive condition. In the event a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Owner must designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include at a minimum maintaining exterior appearance, safeguarding the property to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on patios, balconies and lanais and storing same indoors and repairing the property in the event of any damage therefrom. The name(s) and address of such firm or individual must be furnished to the Valley Oak Association.

Owners of Lots fronting on any roadway within The Vineyards shall maintain driveways serving their respective Lots and shall maintain landscaping on that portion of the right-of-way between the Lot boundary and the street curb.

All maintenance required by this Article shall be performed in a manner consistent with the Valley Oak Rules, as the same exist from time to time. If any Owner fails properly to perform his or her maintenance responsibility, the Valley Oak Association shall have the right, but not the obligation to maintain such property and assess all costs incurred by the Valley Oak Association against the Lot and the Owner thereof as an Individual Assessment, together with any fine imposed by the Valley Oak Rules. Provided, however, except when entry is required due to an emergency situation, the Valley Oak Association shall afford the Owner a minimum of seven (7) days' notice and an opportunity to cure the problem prior to entry.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 7.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner covenants and agrees to pay to the Valley Oak Association: (a) Base Assessments; (b) Special Assessments; and (c) Individual Assessments. The Base, Special, and Individual Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on and a continuing lien upon the Lots against which each such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The Board of Directors shall provide notice to each Owner of Assessments and establish a due date for Assessments. No Owner may waive or otherwise exempt himself from liability for Assessments for any reason including, by way of illustration and not limitation, abandonment of a Lot. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever.

Section 7.2 Purpose of Assessments. The Assessments levied by the Valley Oak Association shall be used exclusively to promote the health, safety, and welfare of the Owners and their Lots, to preserve the harmonious, unified appearance of the Valley Oak Subdivision and for maintenance, repair, replacement, and addition to any property owned by the Valley Oak Association, and the costs of operation of the Valley Oak Association.

Section 7.3 Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute them to the Owners at least thirty (30) days prior to the annual meeting of the Board. The Owners shall have the opportunity to discuss them at the annual meeting prior to their final approval by the Board. The Board shall approve the budget in final form, and shall determine, levy, and assess the Valley Oak Association's Base Assessments for each year. Each budget may, in the Board's discretion, include funds for establishing and maintaining reserves for capital repairs and replacement.

Section 7.4 Calculation and Apportionment of Base Assessments. For the purpose of providing funds for normal maintenance and operations of the Valley Oak Association, the Board shall for each year fix and assess in accordance with the approved budget the Base Assessment against each Lot, which Base Assessment shall be equal to the total Base Assessment then being levied by the Valley Oak Association divided by the total number of Lots. Base Assessments shall be uniform for all Lots.

7.4.1 As soon as shall be practicable in each year, the Valley Oak Association shall cause to be sent to each Owner a written statement providing the amount of the Base Assessment with respect to such Lot for the year in question.

Section 7.5 Special Assessments. In addition to the Base Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment, up to three hundred dollars (\$300) per year (said amount to be increased annually by the percentage increase in the CPI beginning January 1, 1994 over the level of such index on January 1 of the preceding year) for the purpose of defraying, in whole or in part, the cost of any unanticipated construction or reconstruction, repair or replacement of any property owned by the Valley Oak Association or any other unanticipated expense of the Valley Oak Association. Any Special Assessment in excess of the amount stated above shall only be levied upon the affirmative vote of sixty-seven percent (67%) of the Members at a duly called meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners. Special Assessments pursuant to this Section shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose collected.

Section 7.6 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Valley Oak Documents, or any expense of the Valley Oak Association which is

the obligation of an Owner or which is incurred by the Valley Oak Association on behalf of the Owner pursuant to the Valley Oak Documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owners subject to such Assessment.

Section 7.7 ~~Effect of Non-Payment of Assessment Lien; Remedies.~~ Any Assessment installment, whether Base, Special, or Individual, which is not paid within thirty (30) days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Valley Oak Association shall suspend the voting rights of the Owner during the period of delinquency and, in its sole discretion, may take any or all of the following actions:

7.7.1 Assess a late charge of not less than five percent (5%) of the delinquent amount to cover administrative expenses;

7.7.2 Assess an interest charge from the date of delinquency at one and one-half percent (1½%) per month or the maximum rate allowed by civil usury law;

7.7.3 Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;

7.7.4 Bring an action at law against any Owner personally obligated to pay the delinquent installments; and

7.7.5 File a statement of lien with respect to the Lot, and foreclose on the Lot as set forth in more detail below.

The Valley Oak Association may file a statement of lien by recording in the public records of Collier County, Florida, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Valley Oak Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Valley Oak Association, and which shall be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Valley Oak Association may have in its records for the Owner. Thirty (30) days following the mailing of such notice, the Valley Oak Association may proceed to foreclose the lien. In either a personal or foreclosure action, the Valley Oak Association shall be entitled to recover as part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Valley Oak Association shall have the power to bid for the Lot at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Lot is owned by the Valley Oak Association following foreclosure, no Assessments shall be levied against it and each other Lot shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Lot had it not been acquired by the Valley Oak Association as a result of foreclosure. The remedies

herein provided shall not be exclusive and the Valley Oak Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 7.8 Successor's Liability for Assessments. In addition to the personal obligation of each Owner to pay all Assessments thereon and the Valley Oak Association's perpetual lien on a Lot for such Assessments, all successors to the fee simple title of a Lot, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Lot shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the statement of liens shown on any certificate issued by or on behalf of the Valley Oak Association.

Section 7.9 Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any loan evidenced by a recorded First Mortgage. Sale or transfer of any Lot pursuant to a decree of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all other Lots at the direction of the Board.

Section 7.10 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Valley Oak Association or the manager and payment of a processing fee set by the Valley Oak Association from time to time, not to exceed fifty dollars (\$50), any Owner or Mortgagee of a Lot may request confirmation from the Valley Oak Association setting forth:

7.10.1 The amount of any unpaid Assessments levied by the Valley Oak Association (whether Base, Special, or Individual), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Lot;

7.10.2 The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

7.10.3 Any other information deemed proper by the Valley Oak Association.

The information contained in such statement, when signed by an officer of the Valley Oak Association, shall be conclusive upon the Valley Oak Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Prior to the issuance of such a statement, the Valley Oak Association may request the name of any proposed transferee of the Lot and the scheduled closing date. This will permit the records of the Valley Oak Association to accurately identify Members.

Section 7.11 Failure to Assess. The omission or failure of the Board to fix the Assessment amount or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments.

ARTICLE VIII

VALLEY OAK AREA USE RESTRICTIONS

All Lots shall be used only for single family residence purposes as permitted by applicable law, and in accordance with the Master Community Documents and the Valley Oak Documents. The Valley Oak Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or the Valley Oak Rules.

Section 8.1 Partition Lots. No part of a Lot may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in the Valley Oak Association, and the liability for all Assessments. No Lot may be subdivided into two (2) or more Lots and no Lot may be combined with one (1) or more additional Lot to form one (1) or more Lot without the written consent of the Board of Directors and after full compliance with all zoning and subdivision regulations.

Section 8.2 Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to hazard insurance on the Improvements, personal property and furnishings located on their Lots, and for public liability insurance covering their Lots. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Lot as such Owner concludes to be desirable.

Section 8.3 Damage or Destruction on Lots. In the event of damage or destruction to the Improvements located on any Lot, the Owner thereof shall promptly (a) repair and restore the damaged Improvements to their condition existing prior to such damage or destruction (b) rebuild according to plans approved pursuant to Section 9.2 by both the Committee and the MC (Modification Committee) of the Master Association or, (c) in the event of total destruction to substantially all of the structures on a Lot, the Owner may elect to remove all Improvements on that Lot and landscape the Lot in accordance with a plan approved by the Committee. If such repair and restoration or removal is not commenced within ninety (90) days from the date of such damage or destruction, then the Valley Oak Association may, after notice and hearing as

provided in the By-Laws, impose a fine of not more than five hundred dollars (\$500) per day on the Owner of the Lot until repair and reconstruction or removal is commenced. Each Owner shall diligently proceed with all repair and reconstruction or removal, and, if repair and reconstruction or removal is commenced, it shall be completed in a businesslike and continuing manner within one (1) year from the date of damage or destruction. If the construction or repair of the damaged Improvements is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Owner whether or not specifically mentioned herein, the time for performance shall be extended to the extent reasonably necessary. The Valley Oak Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than five hundred dollars (\$500) per day on the Owner of such Site until repair and reconstruction or removal is recommenced. Such fine shall be an Individual Assessment.

Section 8.4 Abandoned, Inoperable, Commercial, Recreational or Oversized Vehicles.
Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Lots. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Lot by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy two (72) hours thereafter, the Valley Oak Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans, shall be permitted to be parked or to be stored on any Lot, except in an enclosed garage. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Valley Oak Rules may be towed by the Valley Oak Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Valley Oak Association shall not be liable to the owner of such vehicle for

trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

Section 8.5 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of trash and refuse and all such receptacles shall be kept within an enclosed structure, and shall not emit obnoxious or foul odors; provided, however, that during the night preceding collection and the day of trash collection, receptacles may be placed curbside.

Section 8.6 Construction Regulations of the Design Guidelines. All Owners and their contractors who are constructing Improvements subject to Committee approval as described in Article IX hereof shall comply with the construction regulations of the Design Standards and Guidelines, if any, and with any construction regulations adopted, from time to time, by the Master Association, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in the Valley Oak Subdivision at any time; the conservation of landscape materials; and fire protection. Any construction regulations adopted by the Board or the Committee may be more stringent than those of the Master Association.

Section 8.7 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

Section 8.8 Annoying Lights, Sounds, or Odors. No light, sound or odor shall be emitted from any Lot which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted. Any security lights or bells, whistles, horns, etc. ... shall not be a nuisance to others.

Section 8.9 Pools. No above-ground pools shall be erected, constructed or installed on any Site.

Section 8.10 Fences. No dog runs, animal pen or fences of any kind will be permitted on any Site except as approved by the Committee.

Any Lot adjacent to the golf course within the Valley Oak Subdivision shall only be permitted to have opaque fences approved pursuant to the architectural review approval process under both the Master Community Documents and the Valley Oak Documents. Illustrations of appropriate fencing materials, style and height shall be described in the Design Standards and

Guidelines of the NCC (New Construction Committee) of the Master Association. The intent of this restriction is to permit open views to the golf course and lakes.

Section 8.11 Playground and Basketball Equipment. No jungle gyms, swing sets or other playground equipment including, but not limited to, basketball hoops and backboards shall be permitted on any Site except as approved by the Committee. No roadway or right-of-way shall be used as a basketball court, and no basketball hoops and basketball backboards shall be permitted on any portion of the Lot abutting a roadway or right-of-way.

Section 8.12 Window Coverings. Windows in any building which have window coverings shall have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Committee. Reflective window coverings are prohibited.

Section 8.13 Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within the Valley Oak Area, nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other Lot or its occupants.

Section 8.14 Leasing. The Owner of a Lot shall have the right to lease such Lot subject to the following conditions and the terms of the Valley Oak Rules:

8.14.1 All leases shall be in writing and for each Lot there shall be no more than one (1) lease per calendar year;

8.14.2. The lease shall be specifically subject to the Valley Oak Documents and any failure of a tenant to comply with the Valley Oak Documents shall be a default under the lease; and

8.14.3. The Owner shall be liable for any violation of the Valley Oak Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

Section 8.15 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Lot any Hazardous Materials except in compliance with the Environmental Laws.

Section 8.16 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Lot unless the same complies with the Standards and Guidelines established pursuant to the Master Community Documents and has been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Valley Oak Association shall have the right to remove signs which fail to comply with standards set by the Master Association, and upon prior approval of the Master Association may set more stringent sign requirements for the Lots. Any Standards and Guidelines established by the Master Association regulating signs must be uniform for all similarly situated areas of The Vineyards.

ARTICLE IX

ARCHITECTURAL REVIEW COMMITTEE

Section 9.1 Membership. There is hereby established an Architectural Review Committee which shall be responsible for the administration of the Design Standards and Guidelines. The Committee shall be composed of a minimum of three (3) persons, who need not be Members. All of the members of the Committee shall be appointed, removed, and replaced by the Board of Directors.

Section 9.2 Purpose. The Committee shall have no jurisdiction over new construction and no right to approve the construction of proposed new Improvements, but shall review and study proposed new Improvements and review, study and either approve or reject proposed alterations to Improvements on the Lots, all in compliance with this Declaration and as further set forth in the Valley Oak Rules and the Design Standards and Guidelines as shall be adopted and established and may be amended from time to time by the Board of Directors. Notwithstanding any provision herein, the Committee shall have the power only to review and comment on Improvements initially constructed on vacant Lots. Sole jurisdiction for approval of such initial construction shall be within the purview of the New Construction Committee described in the Master Community Documents. Comments on proposed Improvements shall be provided to the appropriate committee pursuant to its architectural review powers under the Master Community Documents. The Committee shall exercise its best judgment to see that all Improvements conform and harmonize with any existing buildings as to external design, quality and type of constructions, materials, color, plat plan, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. Approval of proposed alterations to existing Improvements shall require approval of both the Committee and the MC (Modifications Committee) of the Master Association, provided the Master Association may, but shall not be obligated to, waive its right to approve proposed alterations to Improvements, in which event sole jurisdiction for approval shall be within the purview of the Committee.

Section 9.3 Organization and Operation of Committee.

9.3.1 The term of office of each member of the Committee, subject to Section 9.1, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 9.1.

9.3.2 The chairperson shall be appointed by the Board of Directors.

9.3.3 The chairperson shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting.

9.3.4 The affirmative vote of a majority of the members of the Committee present at a meeting at which a quorum is present shall govern its actions and may be the act of the Committee. A quorum shall consist of a majority of the members.

9.3.5 The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

Section 9.4 Expenses. Except as hereinafter provided, all expenses of the Committee shall be paid by the Valley Oak Association. The Committee shall have the right to charge a reasonable filing fee for each application submitted to it for review, in an amount established by the Committee from time to time, which amount is designed to cover the costs of the Committee. The filing fees shall be collected by the Committee and remitted to the Valley Oak Association to help defray the expenses of the Committee's operation. The Committee shall not be entitled to charge a filing fee for construction of Improvements on vacant Lots.

Section 9.5 Variances. The Committee may authorize variances from compliance with any of the Design Standards and Guidelines and their procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying or approving a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 9.6 Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual member thereof acted with malice or wrongful intent. Approval by the Committee does not necessarily assure approval by the appropriate governmental board

or commission. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. Neither the Board, the Architectural Review Committee or any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Valley Oak Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee shall be defended and indemnified by the Valley Oak Association in any such suit or proceeding.

Section 9.7 Approval Required. Any reconstruction, or the refinishing or alteration of any part of the exterior of any building or other Improvement on the Lots is absolutely prohibited until and unless the Owner or developer first obtains approval thereof from the Architectural Review Committee and otherwise complies with the provisions hereof. All Improvements shall be constructed only in accordance with the approved plans.

Section 9.8 Removal of Non-Conforming Improvements. The Valley Oak Association, upon request of the Committee and after reasonable notice to the offender and to the Owner, may remove any Improvements constructed, reconstructed, refinished, altered, or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Valley Oak Association for all expenses incurred in connection therewith.

Section 9.9 Compliance. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Design Standards and Guidelines and their procedures promulgated by the Committee may be excluded by the Board from the Lot without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE X

CABLE TELEVISION

Section 10.1 CATV Agreement. The Valley Oak Association may, upon a majority vote of all Members of the Valley Oak Association, enter into a bulk rate cable television agreement ("CATV Agreement") for the Lots. If a CATV Agreement is entered into, all Lots for which a certificate of occupancy has been issued shall be charged for basic cable service as an Assessment under this Declaration, regardless of whether the Owner desires cable television service. It is anticipated that if CATV Agreement is entered into by the Valley Oak Association, tier channels, remotes, pay channels and other services offered by the cable provider will be available on an individual subscriber basis.

Section 10.2 Easements. The Valley Oak Association shall have the right to grant easements over the Lots to the cable provider for installation and maintenance of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The

cable provider shall also have the right to use any easement area dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed on the Lots.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Term. The covenants and restrictions of this Declaration shall run with the Lots and bind the Lots for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of ten (10) years each, unless otherwise terminated or modified as hereinafter provided.

Section 11.2 Amendment. Declarant may unilaterally amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) required to conform to the requirements of FNMA or FHLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant may be made only with the affirmative vote or written consent, or any combination thereof, of at least a majority of all of the Members; provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Until the sale by Declarant of all Lots owned by Declarant to persons other than Merchant Builders (and in the case of Merchant Builders, the sale of such Lots to retail buyers), no amendment or addition to this Declaration may either: (a) adversely affect the Declarant, or (b) remove, revoke, or modify any right or privilege of Declarant; without the written consent of Declarant or the assignee of such right or privilege. Any amendment, to be effective, must be recorded in the public records of Collier County, Florida.

Section 11.3 Revocation. This Declaration shall not be revoked without the consent of sixty seven percent (67%) of the Members in a written instrument duly recorded.

Section 11.4 Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents and the Valley Oak Documents. Failure to comply with the Valley Oak Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the By-Laws shall be given to a non-complying Owner prior to commencing any legal proceedings.

Section 11.5 Enforcement. The Valley Oak Association, the Master Association or any Owner shall have the right to enforce against any Owner, and the Master Association or any

Owner shall have the right to enforce against the Valley Oak Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Valley Oak Association, by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the remedies set forth above, any violation of the Valley Oak Documents shall give to the Board, the Master Association or the Declarant, on behalf of the Owners, the right to enter upon the offending Lot, without the same being deemed a trespass, or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Improvement, thing or condition that may exist thereon contrary to the interest and meaning of the Valley Oak Documents. The Board, the Master Association and their respective directors, officers, agents and employees shall have no liability to any Owner or its occupants, guests or tenants for any actions taken pursuant to this Declaration.

All the remedies set forth herein are cumulative and not exclusive.

No member of the Board, the Declarant, the Architectural Review Committee, the Manager nor any Owner shall be liable to any of the Owners for the failure to enforce any of the Valley Oak Documents at any time.

Section 11.6 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions thereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Valley Oak Documents, the prevailing party shall be entitled to recover all fees and costs incurred by it, including without limitation reasonable attorneys' and para professional fees as may be incurred at trial or appeal.

Section 11.7 Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Valley Oak Association or the Architectural Review Committee relating to the interpretation, performance or non-performance, violation, or enforcement of the Valley Oak Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the By-Laws.

Section 11.8 Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 11.9 Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 11.10 Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 11.11 Registration of Mailing Address. Each Owner and Member shall register his mailing address with the Secretary of the Valley Oak Association from time to time. If any Owner or Member fails to register his mailing address, such address shall be deemed to be the address of the Owner's Lot.

Section 11.12 Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be considered delivered and effective upon personal delivery, or seven (7) days after posting, when sent by first class mail, to the address of such Owner or Member on file in the records of the Valley Oak Association at the time of such mailing. In emergency situations, notice can be given by overnight mail or delivery systems. Notice to the Board, the Valley Oak Association or to the Architectural Review Committee shall be considered delivered and effective upon personal delivery, or seven (7) days after posting, when sent by first class mail, to the Valley Oak Association, the Board, the Committee or the manager, at such address as shall be established by the Valley Oak Association from time to time by notice to the Owners and Members.

Section 11.13 Waiver. No failure on the part of the Valley Oak Association, the Board, or the Committee to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board or Committee fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Valley Oak Association or by the chairperson of the Committee if on behalf of the Committee.

Section 11.14 Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the By-Laws, the Declaration shall control. In case of conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control. In case of conflict between the Valley Oak Documents and the Master Community Documents, the Master Community Documents shall control; provided, however any changes to the Master Community Documents after the date the Valley Oak Documents are originally recorded, shall not require a change to the Valley Oak Documents which reduces service levels or the standards or use restrictions contained in the Valley Oak Documents as they exist on the date they are originally recorded.

THE VALLEY OAK DOCUMENTS SHALL NOT BE AMENDED, NOR SHALL DESIGN STANDARDS AND GUIDELINES OR VALLEY OAK RULES BE ADOPTED, AMENDED OR REPEALED WHICH CONFLICT WITH OR ARE IN CONTRAVENTION OF THE TERMS OF THE MASTER COMMUNITY DOCUMENTS. ANY SUCH ADOPTION, AMENDMENT OR REPEAL SHALL BE VOID AB INITIO IF NOT APPROVED BY THE MASTER ASSOCIATION.

Section 11.15 Independent Builders. Valley Oak Subdivision is a planned neighborhood within The Vineyards and is being developed by the Declarant. The individual residential units constructed within the Valley Oak Subdivision may be constructed by the Declarant, Merchant Builders or by independent contractors. If the residential unit is constructed by a person or

entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, director, partner, agent or subcontractor.

Section 11.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Valley Oak Association unless approved by a vote of sixty seven percent (67%) of the Members. This section shall not apply, however, to (a) actions brought by the Valley Oak Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Valley Oak Association in proceedings instituted against it, or (e) cross-claims. The preceding sentence shall not be amended unless such amendment is made by the Declarant or is approved by the percentage vote, and pursuant to the same procedures, necessary to institute proceedings as provided above. In the event the Valley Oak Association brings suit against the Declarant for any reason other than the collection of Base or Special Assessments, the Valley Oak Association shall assess all Owners (other than the Declarant) for the costs and fees thereof and no funds from previously collected Assessments may be used for such purpose. The preceding sentence shall not be amended unless such amendment is approved by the Declarant.

Section 11.17 Non-Condominium/Non-Cooperative. The Valley Oak Association does not and is not intended to constitute a condominium association or a cooperative association.

Section 11.18 Limitation of Liability and Indemnification. The Valley Oak Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Valley Oak Association (except to the extent that such officers or directors may also be Owners), and the Valley Oak Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, director, or committee member may be entitled. The Valley Oak Association shall, at its expense, maintain adequate general liability and officers' and directors' obligation, if such insurance is reasonably available.

Section 11.19 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least three (3) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors

may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of Assessments, notwithstanding the transfer of title to the Lot.

Section 11.20 Easement for Golf Balls. Every Lot adjacent to the golf course is burdened with an easement permitting golf balls hit from The Vineyards Golf and Country Club to unintentionally come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls. All Owners assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Declarant, the Master Association, the Valley Oak Association or Vineyards Golf and Country Club, Inc., arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the Lot. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

Section 11.21 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of John F. Kennedy.

ARTICLE XII MORTGAGEE RIGHTS

Section 12.1 General. The following provisions are for the benefit of holders, insurers or guarantors of First Mortgages on Lots. To the extent applicable, necessary or proper, the provisions of this Article apply to this Declaration, the Articles and the By-Laws.

Section 12.2 Notices of Action. A holder, insurer or guarantor of a First Mortgage, who provides written request to the Valley Oak Association (such request to state the name and address of such holder, insurer or guarantor and identification of the Lot), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

12.2.1 An Owner's default in performance of any obligation under the Valley Oak Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such Eligible Holder (or any First Mortgagee) which continues for a period of sixty (60) days;

12.2.2 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Valley Oak Association; or

12.2.3 Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 12.3 and 12.4.

Section 12.3 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, the following approvals shall be required:

12.3.1 The approval of sixty seven percent (67%) of the Eligible Holders of Mortgages on Lots subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Valley Oak Association; and

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

- (a) Voting;
- (b) Assessments, Assessment liens, subordination of such liens;
- (c) Insurance or fidelity bonds;
- (d) Any provisions which are for the express benefit of Mortgagees;
- (e) Boundaries of any Lot; or
- (f) Leasing of Lots.

Section 12.4 Other Approval Requirements. Unless at least sixty seven percent (67%) of the First Mortgagees (based on one (1) vote for each First Mortgage owned) have given their prior written approval, the Valley Oak Association shall not be entitled to:

12.4.1 Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

12.4.2 By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Lots; provided, however, the issuance and amendment of the Design Standards and Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision;

Section 12.5 Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Valley Oak Association within thirty (30) days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.

ARTICLE XII
EFFECTIVE DATE

This Declaration shall become effective upon recordation in the Collier County Public Records.

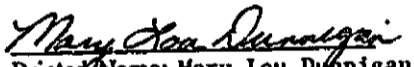
ARTICLE XIV
CONVEYANCE OF ROADS

Each Owner by joining in this Declaration or by subsequently annexing his Lot hereto hereby and without further action remises, releases, quit claims and assigns any right, title, interest, claim and demand in the rights-of-way legally described on Exhibit B to the Master Association. The Master Association shall own and maintain such roadways as Neighborhood Common Area (as defined in the Master Community Documents) servicing the Valley Oak Subdivision and its residents. Each Valley Oak Subdivision resident shall have the right to use such rights-of-way for ingress and egress. As Neighborhood Common Area, the cost of owning and maintaining the rights-of-way shall be assessed equally to all Valley Oak Subdivision lot owners as a Neighborhood Assessment (as defined in the Master Community Documents). The Master Association may request that each Owner execute a quitclaim deed relating to any interest they may have, if any, in the rights-of-way, and upon such request, each Owner agrees to execute said deed. A quitclaim deed only transfers any interest the grantor may have, if any, and does not require the grantor to represent or warrant that he/she has any interest in the transferred property.

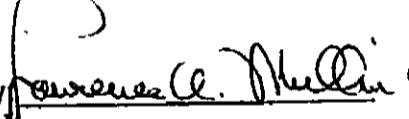
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

Signed, sealed and delivered:
in the presence of:


Printed Name: Terry A. Lurie


Printed Name: Mary Lou Dunnigan

VINEYARDS DEVELOPMENT
CORPORATION

By 
As: President
Printed Name and Address:
Laurence A. Mullins
98 Vineyards Boulevard
Naples, Florida 33999



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PAGE

Terry A. Lurie
Printed Name: Terry A. Lurie

Mary Lou Dunnigan
Printed Name: Mary Lou Dunnigan

Michael J. Procacci
Michael J. Procacci
Printed Address:
98 Vineyards Boulevard
Naples, FL 33999

Terry A. Lurie
Printed Name: Terry A. Lurie

Mary Lou Dunnigan
Printed Name: Mary Lou Dunnigan

Joseph G. Procacci
Joseph G. Procacci
Printed Address:
98 Vineyards Boulevard
Naples, FL 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of October, 1992 by Laurance A. Mullins President of Vineyards Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a n/a as identification and did/did not take an oath.

Mary Lou Braz
Printed Name: Mary Lou Braz
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

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OR BOOK

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STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Michael J. Procacci, who is personally known to me or who has produced a n/a as identification and who did/did not take an oath.

Mary Lou Breaz
Printed Name: Mary Lou Breaz
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Joseph G. Procacci, who is personally known to me or who has produced a N/A as identification and who did/did not take an oath.

Mary Lou Breaz
Printed Name: Mary Lou Breaz
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

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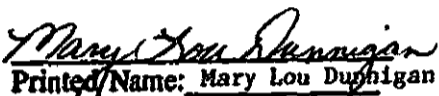
**JOINDER BY VALLEY OAK HOMEOWNERS' ASSOCIATION
AT THE VINEYARDS, INC.**

Valley Oak Homeowners' Association at The Vineyards, Inc. hereby joins in this Declaration.

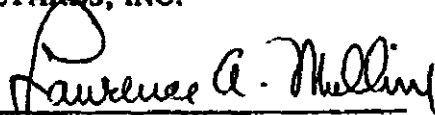
Signed in the presence of:

**VALLEY OAK HOMEOWNERS' ASSOCIATION AT
THE VINEYARDS, INC.**


Printed Name: Terry A. Lurie


Printed Name: Mary Lou Duhigan

By:


Its: President

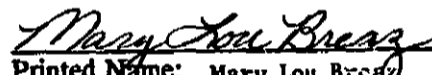
Printed Name and Address:

Laurence A. Mullins

98 Vineyards Boulevard

Naples, Florida 33999

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Laurence A. Mullins as President of Valley Oak Homeowners' Association at The Vineyards, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ~~is~~ is personally known to me or has produced a n/a as identification and ~~did~~ did not take an oath.


Printed Name: Mary Lou Braz
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

JOINDER OF FIDELITY BANK, N.A.

FIDELITY BANK, N.A., a National Banking Association, as Mortgagee of a Mortgage on a portion of the Lots, hereby joins in this Declaration.

Signed, sealed and delivered in the presence of:

FIDELITY BANK, N.A.

Deborah M. Hamler
Printed Name: Deborah M. Hamler

By: [Signature]
Its: Vice President

Tina L. Sabir
Printed Name: Tina L. Sabir

Printed Name and Address:
C. Tomlinson Klitz, III
62nd & Walnut Sts
Phila, PA 19109

STATE OF Pennsylvania

• COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 24th day of September, 1992 by C. Tomlinson Klitz, III as Vice President of Fidelity Bank, N.A., a National Banking Association, on behalf of said banking association. He/she is personally known to me or has produced a _____ as identification and did/did not take an oath.

Lisa A. Guzik
Printed Name: Lisa A. Guzik
Notary Public
State of Florida
My Commission Expires:

NOTARIAL SEAL
LISA A. GUZIK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 24, 1993

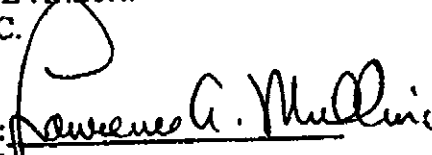
JOINER BY THE VINEYARDS COMMUNITY ASSOCIATION, INC.

The Vineyards Community Association, Inc. hereby joins in this Declaration and agrees to accept title to the property conveyed to it pursuant to Section XIV hereof and any instrument executed in connection therewith.

Signed in the presence of:

THE VINEYARDS COMMUNITY ASSOCIATION,
INC.


Printed Name: Terry A. Lurie


By: 
Its: President
Printed Name and Address:
Laurence A. Mullins
98 Vineyards Boulevard
Naples, Florida 33999


Printed Name: Mary Lou Hannigan

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Laurence A. Mullins President of The Vineyards Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced a n/a as identification and ~~did~~/did not take an oath.


Printed Name: Mary Lou Breaz
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UHD.

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VALLEY OAK SUBDIVISION DESCRIPTION

All of Blocks A, B, and C and all of Tract J & K in The Vineyards Unit One, as recorded in Plat Book 14, Pages 67 through 74, inclusive, of the Public Records of Collier County, Florida; and all of Blocks D, E, F, G, H and I, a Replat of Tract K of the Vineyards Unit One, as recorded in Plat Book 14, Pages 86 through 88, inclusive, of the Public Records of Collier County, Florida.

EXHIBIT B
Page 1 of 4

A strip of land of lying in Section 8, Township 49 South, Range 26 East, being part of The Vineyards Unit One Tract J as recorded in Plat Book 14, Pages 67 through 74 records of Collier County, State of Florida, for road purposes said strip being 60' wide lying 30' on each side of the following described line.

(Stonegate Court)

Beginning at the intersection of Arbor Boulevard and Stonegate Court as shown on said Vineyards Unit One Plat; thence N 15°26'34" W a distance of 266.91 feet; thence S 74°33'26" W a distance of 20.00 feet to a POINT OF ENDING, said point being the center of a cul de sac having a radius of 50 feet.

(Monterey Drive)

Beginning at the intersection of Arbor Boulevard and Monterey Drive as shown on said Vineyards Unit One Plat: thence N 67°33'47" W a distance of 1070.63 feet to the beginning of tangential circular curve concave to the northeast thence run northwesterly along the arc of said curve to right having a radius of 200.00 feet, through a central angle of 28°07'23", for a distance of 98.17 to the end of said curve; thence N 39°26'24" W a distance of 341.42 feet to a POINT OF ENDING, said point being the east line of Tract K.

(Santa Maria Lane)

Beginning at the intersection of Monterey Drive and Santa Maria Lane as shown on said Vineyards Unit One Plat, thence N 51°48'32" E a distance of 331.67 feet to POINT OF ENDING, said point being the intersection of Silverado Drive and Santa Maria Lane.

(Silverado Drive)

Beginning at the intersection of Monterey Drive and Silverado Drive as shown on said Vineyards Unit One Plat; thence N 22°42'12" E a distance of 264.42 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, having a radius of 55.00 feet, through a central angle of 90°02'16", for a distance of 86.43 feet to the end of said curve; thence N 67°20'04" W a distance of 535.61 feet to the beginning of a tangential circular curve concave to the northeast; thence run northwesterly along the arc of said curve to the right, having a radius of 200.00 feet, through a central angle of 27°10'32", for a distance of 94.86 feet to the end of said curve; thence N 40°09'32" W a distance of 292.32 feet to a POINT OF ENDING, said point being the east line of Tract K.

Naples: 813/649-1551
FAX: 813/649-71124091 Colonial Boulevard
Fort Myers, Florida 33912
813/938-4003
FAX: 813/938-4000Marco Island: 813/394-1897
FAX: 813/394-1897



A strip of land lying in Section 8, Township 49 South, Range 26 East, being a part of The Vineyards Unit One Tract K as recorded in Plat Book 14, Pages 86 through 88 records of Collier County, State of Florida, for road purposes said strip being 60 feet wide lying 30 feet on each side of the following described line:

(Monterey Drive)

Beginning at the west line of Tract J on Monterey Drive as shown on said Vineyards Unit One Plat: thence N 39°26'24" W a distance of 257.57 feet to the beginning of a tangential curve concave to the east; thence run northerly along the arc of said curve to the right, having a radius of 120.00 feet, through a central angle of 34°06'29", for a distance of 71.44 feet to the end of said curve; thence N 05°19'55" W a distance of 588.78 feet to the beginning of tangential circular curve concave to the southeast; thence run northeasterly along the arc of said curve to the right having a radius of 150.00 feet, through a central angle of 45°45'41", for a distance of 119.80 feet to the end of said curve; thence N 40°25'46" E a distance 283.62 feet to the beginning of a tangential circular curve concave to the northwest; thence run northerly along the arc of said curve to the left, having a radius of 120.00 feet, through a central angle of 46°40'47" for a distance of 97.77 feet to the end of said curve; thence N 06°15'01" W a distance of 252.71 feet to the beginning of a tangential circular curve concave to the east; thence run northeasterly along the arc of said curve to the right, having a radius of 180.00 feet, through a central angle of 49°49'45" for a distance of 156.54 feet to the end of said curve; thence N 43°34'44" E a distance of 406.51 feet to the beginning of a tangential circular curve concave to the southeast; thence run easterly along the arc of said curve to the right, having a radius of 125.00 feet, through a central angle of 41°02'21" for a distance of 89.53 feet to the end of said curve; thence N 84°37'05" E a distance of 382.01 feet to the beginning of tangential circular curve concave to the southwest; thence run southeasterly along the arc of said curve to the right, having a radius of 150.00 feet, through a central angle 35°14'38", for a distance of 92.27 feet to the end of said curve; thence S 60°08'17" E a distance of 71.05 feet to the beginning of a tangential circular curve concave to the west; thence run southeasterly, southerly and southwesterly along the arc of said curve to the right, having a radius of 75.00 feet, through a central angle of 102°34'10", for a distance of 134.26 feet to the end of said curve; thence S 42°25'53" W a distance of 128.07 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 150.00 feet, through a central angle of 41°49'05" for a distance of 109.48 feet to the end of said curve; thence S 84°14'58" W a distance of 196.78 to the beginning of a tangential curve concave to the southeast; thence

4091 Colonial Boulevard
Fort Myers, Florida 33912
813/936-4003

Naples: 813/649-1551
FAX: 813/649-7112

Marco Island: 813/394-1897

run southerly along the arc of said curve to the left, having a radius of 140.00 feet, through a central angle of $39^{\circ}22'08''$ for a distance of 96.20 feet to the end of said curve; thence $S 44^{\circ}52'50'' W$ a distance of 189.79 feet to the beginning of tangential curve concave to the southeast; thence run southerly along the arc of said curve to the left having a radius of 110.00 feet, through a central angle of $51^{\circ}41'16''$, for a distance of 99.23 feet to the end of said curve; thence $S 06^{\circ}48'26'' E$ a distance of 251.80 feet to the beginning of tangential circular curve concave to the northeast; thence run southeasterly along the arc of said curve to the left having a radius of 220.00 feet, through a central angle of $24^{\circ}29'13''$, for a distance of 94.02 feet; thence $S 31^{\circ}17'39'' E$ 79.10 feet to a POINT OF ENDING, said point being the intersection of Silverado Drive and Monterey Drive.

(Silverado Drive)

Beginning at the west line of Tract J on Silverado Drive as shown on said vineyards Unit One Plat; thence $N 40^{\circ}09'32'' W$ a distance of 183.56 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 having a radius of 120.00 feet, through a central angle of $34^{\circ}47'41''$, for a distance of 72.87 feet to the end of said curve; thence $N 05^{\circ}21'51'' W$ a distance of 336.16 feet to the beginning of a tangential circular curve concave to the southeast; thence northeasterly along the arc of said curve to the right having a radius of 125.00 feet through a central angle of $65^{\circ}36'00''$, for a distance of 143.12 feet to the end of said curve; thence $N 60^{\circ}14'09'' E$ a distance of 335.41 feet to the beginning of a tangential circular curve concave to the south; thence run southeasterly along the arc of said curve to the right, having a radius of 160.00 feet, through a central angle of $32^{\circ}50'59''$, for a distance of 91.73 feet to the end of said curve; thence $S 86^{\circ}54'52'' E$ a distance of 264.51 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 200.00 feet, through a central angle of $33^{\circ}02'56''$, for a distance of 115.36 feet to the end of said curve; thence $S 53^{\circ}51'56'' E$ a distance of 493.69 feet to the beginning of a tangential circular curve concave to the northeast; thence run easterly along the arc of said curve to the left having a radius of 80.00 feet through a central angle of $51^{\circ}57'34''$, for a distance of 72.55 feet to the end of said curve; thence $N 74^{\circ}10'30'' E$ a distance of 168.12 feet; thence $S 15^{\circ}49'30'' E$ a distance of 20.00 feet to a POINT OF ENDING, said point being the center of a cul de sac having a radius of 50 feet.

(Sonoma Lane)

Beginning at the intersection of Monterey Drive and Sonoma Lane as shown on said Vineyards Unit One Plat; thence $S 89^{\circ}22'44'' E$ a distance of 264.86 feet to the beginning of a tangential circular curve concave to the north; thence run easterly along the arc of said curve to the left having a radius of 600.00 feet, through a central angle of $05^{\circ}14'08''$ for a distance of 54.83 feet to a POINT OF ENDING at the intersection of Monterey Drive, Sonoma Lane and

Sonoma Court.

(Sonoma Court)

Beginning at the intersection of Monterey Drive, Sonoma Lane and Sonoma Court as shown on said Vineyards Unit One Plat, thence run easterly along the arc of a tangential circular curve to the left, having a radius of 600.00 feet, through a central angle of $05^{\circ}14'08''$ for a distance of 55.02 feet to the end of said curve; thence $N 80^{\circ}07'55'' E$ for a distance of 170.59 feet to the beginning of a tangential circular curve concave to the south; thence run easterly along the arc of said curve to the right, having a radius of 600.00 feet through a central angle of $14^{\circ}07'37''$, for a distance of 14.79 feet to the end of said curve; thence $S 85^{\circ}44'28'' E$ a distance of 50.36 feet to the beginning of a tangential circular curve concave to the north; thence run northeasterly along the arc of said curve to the left, having a radius of 95.00 feet, through a central angle of $27^{\circ}23'51''$ for a distance of 45.43 feet to the end of said curve; thence $N 66^{\circ}51'44'' E$ a distance of 92.28 feet to a POINT OF ENDING, said point being the center of a cul de sac having a radius of 50 feet.

(Cloudstone Court)

Beginning at the intersection of Monterey Drive and Cloudstone Court as shown on said Vineyards Unit One Plat; thence $N 35^{\circ}20'32'' E$ a distance of 538.24 feet to a POINT OF ENDING, said point being the center of a cul de sac having a radius of 50 feet.

(Cinzano Court)

Beginning at the intersection of Silverado Drive and Cinzano Court as shown on said Vineyards Unit One Plat; thence $N 37^{\circ}21'59'' E$ a distance of 311.65 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 25.00 feet, through a central angle of $41^{\circ}53'23''$, for a distance of 18.28 feet to the end of said curve; thence $N 79^{\circ}15'22'' E$ a distance of 41.93 feet; thence $S 10^{\circ}44'38'' E$ a distance of 20.00 feet to a POINT OF ENDING, said point being the center of a cul de sac having a radius of 50 feet.

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Terry A. Lurie, Esquire
TERRY A. LURIE, P.A.
88 Vineyards Boulevard
Naples, Florida 33999

AFFIDAVIT

Before me this day personally appeared LAURENCE A. MULLINS as President of the VALLEY OAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for profit corporation, who, being duly sworn, deposes and says:

1. That I am the president of the Valley Oak Homeowners Association, Inc., and that I have personal knowledge of the facts recited in this affidavit.
2. That the Joinder By Owners of Lots attached hereto and made a part hereof and marked as Exhibits 36-1 through 36-116 were duly executed by the lot owner(s) as indicated thereon, each of which consent to membership in the Valley Oak Homeowners Association, Inc., and are hereby made a part of the Declaration of Covenants, Conditions and Restrictions for Valley Oak.

Terry A. Lurie
Witness: Terry A. Lurie

Laurence A. Mullins
Laurence A. Mullins

Mary Lou Dunnigan
Witness: Mary Lou Dunnigan

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of October, 1992 by Laurence A. Mullins. He is personally known to me or has produced N/A as identification and who X did did not take an oath.

Mary Lou Breaz
Printed Name of Notary: MARY LOU BREAZ
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.



JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 12-I of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Nicholas R. Rapuano

Mary Lou Dunningan
Printed Name: MARY LOU DUNNINGAN

Barbara Myers
Printed Name: BARBARA MYERS

By: Marylou Rapuano

Mary Lou Dunningan
Printed Name: MARY LOU DUNNINGAN

Printed Names and Address:
NICHOLAS R. RAPUANO
MARYLOU RAPUANO
6 FARNSTEAD ST.

STATE OF Florida
COUNTY OF Collier

NO. CALDWELL, N.J. 07006
238 MONTEREY DR.
NAPLES, FL 33999

The foregoing instrument was acknowledged before me this 14th day of October, 1992 by Nicholas Rapuano and Marylou Rapuano He/she/they is/are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 4-G of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Lloyd D. Doerflinger

Printed Name: _____

Barbara Myers
Printed Name: BARBARA MYERS

By: Susan A. Doerflinger

Printed Names and Address:

Lloyd D. Doerflinger JR.
Susan A. Doerflinger
257 Monterey Drive

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 12th day of October, 1992 by Lloyd D. Doerflinger and Susan A. Doerflinger He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gaye A. Weaver
Printed Name: GAYE A. WEAVER
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OR BOOK

PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) D-7 of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: C. L. Richards

Printed Name: _____

Barbara Myers
Printed Name: BARBARA MYERS

By: Geneva F. Richards

Printed Names and Address:
Charles L. & Geneva F. Richards
232 Silverado Dr
Naples, FL 34111

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 12th day of October, 1992 by Charles Richards and Geneva Richards. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gaye L. Weaver
Printed Name: Gaye L. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1763

001098

OR BOOK
JOINER BY OWNERS OF LOTS

PAGE

The undersigned Owner(s) of Lot(s) 6-F of 5890 SONOMA CT. according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

PAUL S. STROUB
Printed Name: _____

By: [Signature]

Printed Name: _____

FRANKIE N. STROUB
Printed Name: _____

By: Frankie N. Stroub

Printed Names and Address:
PAUL S. STROUB

Printed Name: _____

FRANKIE N. STROUB
5890 SONOMA CT.

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14th day of October, 1992 by Paul Stroub and Frankie Stroub. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle D. Weaver
Printed Name: Gayle D. Weaver
Notary Public
State of Florida
My Commission Expires:

* New Service

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 23, 1995.
LOANED THRU NOTARY PUBLIC UNDERWRITERS.

1763
OR BOOK

001099
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 4 of Block C, Vineyard Unit One according to the Plat thereof recorded in Plat Book 14, Page 67674 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: Linda Okler
LINDA OKLER
171 ARBOR BLVD
Naples, FL 33999

By: _____

Printed Names and Address: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 10th day of August, 1992 by Linda Okler and he/she/they is/are personally known to me or has/~~has~~ produced a Drivers license as identification and did/~~did not~~ take an oath.

Richard O. Hatfield
Printed Name: Richard O. Hatfield
Notary Public
State of Florida
My Commission Expires: Sept 24, 1994
Commission No 038387

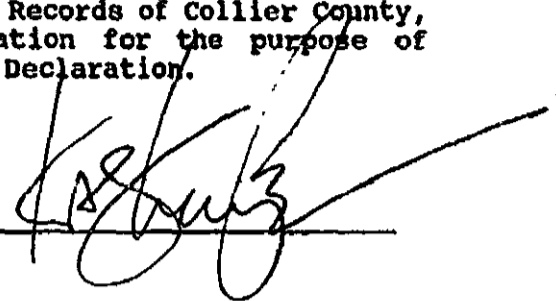
JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 8-D of VINEYARD UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 66 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Keith A. Sharpe
Printed Name: Keith A. Sharpe

By:



Barbara Myers
Printed Name: Barbara Myers

Dora H. Sharpe
Printed Name: Dora H. Sharpe

By:



Barbara Myers
Printed Name: Barbara Myers

Printed Names and Address:

Keith Dora Sharpe
234 Silverado Dr
Naples, FL 33929

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of October, 1992 by Keith Sharpe and Dora Sharpe. He/she/they is/are personally known to me or has(ve) produced a DRIVERS LICENSE as identification and did/did not take an oath.

Patricia A. Rodgers
Printed Name: PATRICIA A. RODGERS
Notary Public
State of Florida
My Commission Expires: October 4, 1992

Notary Public
State of Florida at Large
My Commission Expires
October 4, 1992

1763
OR BOOK

001101
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 6 of
Block D Tract 15 according to the Plat thereof recorded in
Plat Book 14 Page 86 of the Public Records of Collier County,
Florida hereby joins in this Declaration for the purpose of
subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Michael W. Williams

Printed Name: _____

Barbara Myers
Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
MICHAEL W. WILLIAMS
226 Silverado Dr.
Naples, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this
1st day of October, 1992 by Michael Williams and
He/she/they is/are personally known to me or
has(ve) produced a _____ as identification and
did/did not take an oath.

Jack C. Womel
Printed Name: Jack C. Womel
Notary Public
State of Florida
My Commission Expires:
Aug. 28, 1995

1763
OR BOOK

001102
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) C-N of TRACK K according to the Plat thereof recorded in Plat Book 14, Page 6678 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: William R. Grawker

Printed Name: _____

Printed Name: _____

By: Janet C. Eddy

Printed Names and Address:
William R. Grawker
Janet C. Eddy
205 Monterey Dr
Naples, FL 33979

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by Janet Eddy and William Grawker He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

1763
OR BOOK

001103
PAGE

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 165 C-1 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Sandra Walsh
Printed Name: SANDRA WALSH

By: Jack Anderson

Printed Name: _____

Printed Name: _____

By: Jack Anderson

Printed Names and Address:
JACK ANDERSON
BARBARA ANDERSON
105 DRABUR BLVD.
NAPLES, FL

STATE OF PA

COUNTY OF Adams

The foregoing instrument was acknowledged before me this 23rd day of July, 1992 by Jack Anderson and Barbara Anderson. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and ~~did~~/did not take an oath.

Helen L. Altland
Printed Name: Helen L. Altland
Notary Public
State of ~~Florida~~ PA
My Commission Expires:



JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 18-E of Valley Oak, ~~Village~~ UNIT ONE according to the Plat thereof recorded in Plat Book 14, Paged 2-14 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

By: Charles E. Anderson

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Gayle Weaver
Printed Name: Gayle Weaver

By: Margery B. Anderson

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Printed Names and Address:
Charles E. Anderson
Margery B. Anderson
5825 Cloudstone Court
Naples, Florida 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Charles E. Anderson and Wanda J. Rakis He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~and~~/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) G-21 of Vineyards Unit One, according to the Plat thereof recorded in Plat Book 14, Page 82 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: Smogon Schveur
[Signature]
Printed Name: Wanda J. Rakis

By: [Signature]

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
[Signature]
123 N. 1st St.
Collier County, FL 34103

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by [Signature] and [Signature]. ~~He~~/she/they is/are personally known to me or has ~~not~~ produced a N/A as identification and ~~he~~/did not take an oath.

[Signature]
Printed Name: Coyte A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

1783
OR BOOK

001106
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 9-A of Vineyard Unit ONE according to the Plat thereof recorded in Plat Book 14, Page 66-68 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Edith Baril
Printed Name: EDITH BARIL

By: Diane Belkora

Norman Baril
Printed Name: NORMAN BARIL

Diane Belkora
Printed Name: DIANE BELKORA

By: Diane Belkora

Printed Names and Address:
175 ARBOR BLVD
NAPLES, FL 33999

Printed Name: _____

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 7th day of August, 1992 by DIANE BELKORA and EDITH BARIL ~~is/are~~ personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Edith Baril
Printed Name: EDITH BARIL
Notary Public
State of ~~Florida~~ MICHIGAN
My Commission Expires: 10-26-92

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 19-E of Valley Oak Vineyards UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Paul J. Benivegna

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Carolyn M. Benivegna

Printed Names and Address:
PAUL J. BENIVEGNA
CAROLYN M. BENIVEGNA
5835 CLOUDSTONE CT
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Charles Benivegna and Carolyn Benivegna. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 31, 1999
BONDED TRU NUCLEERRY & ASSOCIATES

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 2-F of Vineyard Unit ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Shirley A. Johnson
Printed Name: Shirley A. Johnson

By: Joan T. Johnson

Printed Name: _____

Shirley A. Johnson
Printed Name: Shirley A. Johnson

By: [Signature]

Printed Name: _____

Printed Names and Address:
Robert M. Besemer
5930 Sonoma Ct
Naples Fl. 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27 day of July, 1992 by JOAN JOHNSON and Robert Besemer. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and did/did not take an oath.

Shirley A. Johnson
Printed Name: Shirley A. Johnson
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES Dec. 9, 1994
"BY THE NOTARY PUBLIC UNDERWRITER"

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) D-15 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 96.89 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Michael C. Weyburn
Printed Name: Michael C. Weyburn

By: D.F. Blake

Patrick A. Metzner
Printed Name: PATRICK A. METZNER

Michael C. Weyburn
Printed Name: Michael C. Weyburn
Patrick A. Metzner
Printed Name: PATRICK A. METZNER

By: G. Blake
Printed Names and Address:
A.F. + GERALDINE BLAKE
250 SILVERADO DR.
NAPLES FL. 33975

STATE OF MICH.
COUNTY OF OAKLAND

MAILING ADDRESS:
117 LINDA KNOLL
BLOOMFIELD HILLS, MI.
48304

The foregoing instrument was acknowledged before me this 20 day of JULY, 1992 by D. BLAKE and G. BLAKE. He/she/they is/are personally known to me or has(ve) produced a DRIVER'S LICENSE as identification and did/did not take an oath.

Deborah A. Winslow
Printed Name: Deborah A. Winslow
Notary Public
State of Florida MICH.
My Commission Expires: 9/26/95

DEBORAH A. WINSLOW
NOTARY PUBLIC - WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 09-26-95

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 3-C of Valley Oak Vineyard according to the Plat thereof recorded in Plat Book 14, Page 66-68 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Brenda S. Puckett
Printed Name: Brenda S. Puckett

By: Edward J. Breitenbach

Katherine Boone
Printed Name: Katherine Boone

Brenda S. Puckett
Printed Name: Brenda S. Puckett

By: Jean E. Breitenbach

Katherine Boone
Printed Name: Katherine Boone

Printed Names and Address:
169 ARBOR BLVD.
NAPLES, FL. 33999
JOAN E. BREITENBACH
EDWARD J. BREITENBACH

STATE OF North Carolina
COUNTY OF Avery

The foregoing instrument was acknowledged before me this 16 day of July, 1992 by Edward J. Breitenbach and Joan E. Breitenbach He/she/they is/are personally known to me or has (ve) produced a FL. Drivers License as identification and did/did not take an oath.

Bettie M. Shomaker
Printed Name: Bettie M. Shomaker
Notary Public
State of ~~Florida~~ North Carolina
My Commission Expires: Aug. 14, 1992

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 7-A of Vineyard Unit ONE according to the Plat thereof recorded in Plat Book 14, Page 66 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Meyer
Printed Name: BARBARA MEYER

Printed Name: _____

Barbara Meyer
Printed Name: _____

Printed Name: BARBARA MEYER

By: _____

By: _____

Printed Names and Address:

P. D. Fuller
245 STANEGATE COURT
NAPLES, FL 33929

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of September, 1992 by Lony Fuller and Barbara Meyer. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 22, 1993.
BONDING THROUGH NOTARY PUBLIC UNDERWRITERS.

1763
OR BOOK

001112
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 2-A of Vineyard Unit one according to the Plat thereof recorded in Plat Book 14, Page 6 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

BARBARA MYERS
Printed Name: BARBARA MYERS

By: Howard J Smith

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Names and Address:
HOWARD J SMITH
250 STONEGATE CT
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of September, 1992 by Howard J Smith and Barbara Myers. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

George A. Werner
Printed Name: George A. Werner
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 242 Monterey of Vineyards Unit One according to the Plat thereof I-14 of Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Patrick J. Carney
Printed Name: _____

Printed Name: _____

Deborah S. Carney
Printed Name: _____

Printed Name: _____

Signed in the presence of:
AS TO BOTH:

By: Wanda J. Rakis
WANDA J. RAKIS

By: Brooke L. Beyler
BROOKE L. BEYLER

By: _____

Printed Names and Address:
Patrick J. and Deborah S. Carney
242 Monterey Drive
Naples, FL 34109

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 10th day of August, 1992 by Patrick J. Carney and Deborah S. Carney. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and ~~did~~ did not take an oath.

John C. Nowicki
Printed Name: John C. Nowicki
Notary Public: _____
State of Florida _____
My Commission Expires _____
OFFICIAL SEAL
JOHN C. NOWICKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/18/93

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) I-17 of Valley Oak Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Carmen Carrier

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Printed Name: _____

By: Carmen + Jeff Carrier
Printed Names and Address:
310 Monterey
NAPLES FLA. 33999

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of August, 1992 by Carmen Carrier and ~~he/she/they~~ is/are personally known to me or has ~~not~~ produced a N/A as identification and ~~he~~ did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BOKDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) A-19 of Block 15A, according to the Plat thereof recorded in Plat Book 14, Page 66 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Susan Whitehead
Printed Name: Susan Whitehead

By: Robert W. Carls

Printed Name: _____

Susan Whitehead
Printed Name: Susan Whitehead

By: Judith Carls

Printed Names and Address:
Robert W. Carls Judith A. Carls
8073 Hickory Trail
Belvidere, IL 61008

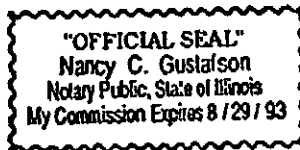
Printed Name: _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing instrument was acknowledged before me this 23 day of July, 1992 by Robert W. Carls and Judith A. Carls. He/She/they is/are personally known to me or has (ve) produced a Driver's License as identification and did/did not take an oath.

Nancy C. Gustafson
Printed Name: NANCY C. GUSTAFSON
Notary Public
State of ~~Illinois~~ ILLINOIS
My Commission Expires: 8-29-93



JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) E-10 of VALLEY DAK ~~Virginia~~ ^{Unit ONE} according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: JOS ANASTASAKI

[Signature]
Printed Name: DAVE MOSHOPOULOS

Printed Name: _____

Printed Name: _____

By: [Signature]

By: [Signature]

Printed Names and Address:
FRANK T. CELARDO
MARGARET A. CELARDO
257 SILVERADO DR.

STATE OF NY
COUNTY OF Richmond

The foregoing instrument was acknowledged before me this 24 day of July, 1992 by [Signature] and [Signature] he/she/they is/are personally known to me or has(ve) produced a Power of Atty as identification and did/did not take an oath.

JOAN DALTON
[Signature]
Printed Name: JOAN DALTON
Notary Public
State of Florida NY
My Commission Expires: [Signature]
JOAN E. DALTON
Notary Public, State of New York
No. 43-4632568
Qualified in Richmond County
Term Expires 6/28/93

26B. SILVERADO DR.

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OR BOOK

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JOINER BY OWNERS OF LOTS

The undersigned K Owner(s) of Lot(s) D24 of Block D Unit 1 TRACT according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

CHAPMAN JANET DORGEN
Printed Name: _____

By: J Chapman

CHAPMAN RONALD
Printed Name: _____

Printed Name: _____

By: _____

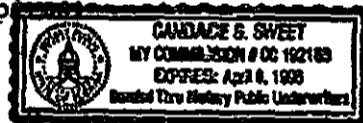
Printed Names and Address: _____

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Janet and Ron. He/she/they is/are personally known to me or has(ve) produced a drivers license as identification and did/did not take an oath.

Candace S. Sweet
Printed Name: CANDACE S. SWEET
Notary Public
State of Florida
My Commission Exp _____



JOINDER BY OWNERS OF LOTS

The undersigned Block B ^{vincent} ~~owner(s)~~ ^{owner} of Lot(s) 4 of
according to the Plat thereof recorded in
Plat Book 14, Page 176 of the Public Records of Collier County,
Florida hereby joins in this Declaration for the purpose of
subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: GAYLE WEAVER

By: Vincent L. de Moya

Nanda J. Rakis
Printed Name: NANDA J. RAKIS

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
VINCENT L. de Moya
201 Silverado Drive
NAPIES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this
23rd day of July, 1992 by Vincent L. de Moya and
he/she/they is/are personally known to me or
has(ve) produced a _____ as identification and
did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: August 25, 1994,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned ^{UNIT ONE} Owner(s) of Lot(s) 25 of BLK G Vineyards according to the Plat thereof recorded in Plat Book 14, Page 516 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Shannon Schveur
Printed Name: Shannon Schveur

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Dominick Ciuffo

Printed Name: _____

Printed Name: _____

By: Grace Ciuffo
Printed Names and Address:
DOMINICK + GRACE CIUFFO
215 MONTEREY DR
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Dominick Ciuffo and Grace Ciuffo. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle H. Weaver
Printed Name: Gayle H. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 3 of Block E according to the Plat thereof recorded in Plat Book 14, Page 66-81 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gaye Weaver
Printed Name: _____

By: Brad Coleman

Judith Walsh
Printed Name: Judith Walsh

Printed Name: _____

By: Sherry Coleman

Printed Name: _____

Printed Names and Address:
Brad & Sherry Coleman
5824 Cinzano Ct.
Naples, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Brad Coleman and Sherry Coleman. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Gaye A. Weaver
Printed Name: Gaye A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 5 of Block A according to the Plat thereof recorded in Plat Book 14, Page 66-68 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle A. Weaver

Narda J. Rabis
Printed Name: Narda J. Rabis

By: Catherine Cummings

Printed Name: _____

Printed Name: _____

By: Robert E. Cummings
Printed Names and Address:
255 Monterey Dr.
Naples 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by Catherine Cummings and Robert Cummings. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: August 28, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 8-9 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 6 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: SIGMUND K. SCHWYMAN

By: Thomas A. Cummings

[Signature]
Printed Name: CAROL J. P. SMITH

[Signature]
Printed Name: BARBARA MYERS

By: _____

Printed Names and Address:
Thomas Cummings
211 SILVERADO DR.
NAPLES, FL

Printed Name: _____

STATE OF INDIANA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 25th day of AUGUST, 1992 by Thomas Cummings and Carol J. P. Smith he she/they is/are personally known to me or has(ve) produced a Drivers License as identification and did/did not take an oath.

[Signature]
Printed Name: Nancy J. Williams
Notary Public
State of INDIANA
My Commission Expires: JUNE 11, 1994

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) I-11 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 28 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

Signed
By: Joseph Casumano

Printed Name: _____

Debra Casumano
Printed Name: DEBRA CASUMANO

By: Phyllis Casumano
Printed Names and Address:

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Joseph Casumano and Debra Casumano. He/she/they is/are personally known to me or (ve) produced a N/A as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 29, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) B20 of The Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

JAMES DAHL
Printed Name: _____

By: [Signature]

Printed Name: _____

Printed Name: _____

By: _____

Printed Names and Address:
JAMES DAHL
192 MONTEREY DRIVE
NAPLES, FL 33909

Printed Name: _____

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5 day of August, 1992 by _____ and _____ ~~He/she/they~~ is/are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Stephanie Elaine McCoy
Printed Name: _____
Notary Public
State of Florida
My Commission Expires _____



OFFICIAL SEAL
Stephanie Elaine McCoy
My Commission Expires
July 5, 1996
Comm. No. CC 212175

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 19 of B.K.F. UNIT 1 according to the Plat thereof recorded in Plat Book 14 Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Jenny Szymanski
Printed Name: Jenny Szymanski

Larry Cobb
Printed Name: LARRY COBB

By: Clarence J. Dalko Jr.

Printed Name: _____

Printed Name: _____

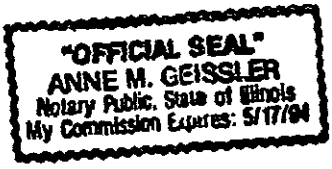
By: _____

Printed Names and Address:
CLARENCE J. DALKO JR.
281 MONTGOMERY DR.
NAPLES FL 33999

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23RD day of July, 1992 by CLARENCE J. DALKO JR. and (He/she/they) is/are personally known to me or has(ve) produced a DRIVERS LICENSE as identification and did/did not take an oath.

Anne M. Geissler
Printed Name: Anne M. GEISSLER
Notary Public
State of Florida/ILLINOIS
My Commission Expires: 5/17/94



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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) B of Block B Vineyard Unit according to the Plat thereof recorded in Plat Book 2374 Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: Diana N. Stuchman
of Naples, FL
[Signature]
Printed Name: Jackie McDaniel

By: [Signature]

Printed Name: _____

By: _____

Printed Names and Address: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20th day of August, 1992 by [Signature] and [Signature] ^{witnesses} Jackie McDaniel He (she) they (is) are personally known to me or has (ve) produced a Aileen S. Benny as identification and did (did not) take an oath.

[Signature]
Printed Name: Lynn B. Stepanich
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: Oct. 29, 1993.
BOND: PUBLIC UNDERWRITERS
Lynn B. Stepanich
Commission # CC156404

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JOINDER BY OWNERS OF LOTS

The undersigned, ^{Unit One} owner(s) of Lot(s) A-10 of Valley Oak Subdivision according to the Plat thereof recorded in Plat Book 14, Page 61 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Edward A. Dekoskie
Printed Name: Edward A. Dekoskie

By: J. Notary Public

XXXXXX
Printed Name: _____

Margaret J. Dekoskie
Printed Name: MARGARET J. Dekoskie

By: J. Notary Public

XXXXXX
Printed Name: _____

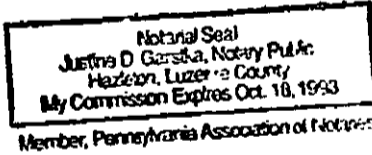
Printed Names and Address:
Edward A and Margaret J Dekoskie
173 Arbor Boulevard
Naples, FL 33959

STATE OF PENNSYLVANIA

COUNTY OF SCHUYLKILL

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Edward Dekoskie and Margaret J Dekoskie. ~~he/she/they~~ is/are personally known to me or has(ve) produced a driver license/passport as identification and ~~did~~ did not take an oath.

J. Notary Public
Printed Name: Justine D Garstka
Notary Public
State of ~~Pennsylvania~~ Pennsylvania
My Commission Expires: October 18, 1993



JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 17-B of ^{Vineyard} Unit 1 Blk 8 according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
~~Domingo DeStefano~~
Printed Name: Wanda J. Rakis
Jan Walsh
~~Louise DeStefano~~
Printed Name: Jan Walsh

By: Domingo DeStefano
DOMINGO De STEFANO

Printed Name: _____

By: Louise DeStefano
LOUISE De STEFANO

Printed Names and Address:

Printed Name: _____

Domingo DeStefano
LOUISE De STEFANO
194 MONTEBAY DR NAPLES FL 33949

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 15th day of JULY, 1992 by Domingo DeStefano and LOUISE DeStefano. He/she/they is/are personally known to me or has(ve) produced a Driver's licenses as identification and did/did not take an oath.

Marie H. Cooper
Printed Name: Marie H. Cooper
Notary Public
State of Florida
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 21, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

JOINER BY OWNERS OF LOTS

Handwritten notes: "One 5820", "WILKEY", "17"

The undersigned Owner(s) of Lot(s) E-17 of 5820 CHORSTONE COURT according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

DALE W. DIBBLE
Printed Name: _____

OLIVE MAE DIBBLE
Printed Name: _____

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brook L. Butler
Printed Name: BROOK L. BUTLER

By: Dale W. Dibble

Dale W. Dibble
5820 CHORSTONE COURT
NAPLES, FL. 33999

By: _____

Printed Names and Address: _____

STATE OF Massachusetts

COUNTY OF _____

The foregoing instrument was acknowledged before me this 14th day of August, 1992 by DALE W. DIBBLE and N/A. He/~~she~~/they is/~~are~~ personally known to me or has ~~(s)~~ produced a N/A as identification and ~~did~~/did not take an oath.

Kathryn Anne Bivelle
Printed Name: Kathryn Anne Bivelle
Notary Public
State of Florida Massachusetts
My Commission Expires: July 3, 1998

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 3-H of Valley Oak Vineyard Unit according to the Plat thereof recorded in Plat Book 14, Page 56 88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: Chris Alcorn

[Signature]
Printed Name: Jim Hartgrave

[Signature]
Printed Name: Chris Alcorn

[Signature]
Printed Name: Jim Hartgrave

By: [Signature]
Les Dickson

By: [Signature]
Susan J. Dickson
Printed Names and Address:
Les Dickson
Susan J. Dickson
254 Monterey Drive
Naples, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 4 day of August, 1992 by LES DICKSON and Susan J. Dickson ~~He~~/they ~~is~~/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

[Signature]
Printed Name: Wanda J. Rakis
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 31, 1993
BONDED THRU RICK LEBERTY & ASSOCIATES

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) A-13 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

JULIETTE KAY DIXON
Printed Name: _____

By: Juliette Kay Dixon

BARBARA MYERS
Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
JULIETTE KAY DIXON
192 SILVERADO DRIVE
NAPLES, FL 34109

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29th day of August, 1992 by Juliette Dixon and Barbara Myers. He/she/they is/are personally known to me or has ~~(s)~~ produced a N/A as identification and ~~did~~ did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 23, 1995.
BONDED THRU NOTARY PUBLIC CABLEWRITERS.

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JOINDER BY OWNERS OF LOTS

The undersigned, Owner(s) of Lot(s) 21 of Block E, Tract KK, Vineyard according to the Plat thereof recorded in Plat Book 14, Page 8-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Darlene Carrazana
Printed Name: DARLENE CARRAZANA

By: [Signature]

Nancy Jervis
Printed Name: Nancy Jervis

Darlene Carrazana
Printed Name: DARLENE CARRAZANA

By: Catherine C Duffy

Nancy Jervis
Printed Name: Nancy Jervis

Printed Names and Address:
Kevin R Duffy + Catherine C Duffy
277 Monterey Dr
Naples FL 33989

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5th day of August, 1992 by Kevin R Duffy and Catherine C Duffy. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and ~~did~~/did not take an oath.

DARLENE CARRAZANA
Printed Name: Darlene Carrazana
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Sept. 21, 1993.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

AA499189

JOINDER BY OWNERS OF LOTS

The undersigned ^{UNIT ONE} Owner(s) of Lot(s) B-1 of Valley OAK VINEYARD according to the Plat thereof recorded in Plat Book 14, Page 2161 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gaye Weaver
Printed Name: GAYLE WEAVER

Wanda J Rakis
Printed Name: WANDA J. RAKIS

Gaye Weaver
Printed Name: _____

Printed Name: _____

By: Gerald P. Ellis
GERALD P. ELLIS

By: Cynthia Ellis
CYNTHIA ELLIS
Printed Names and Address:
193 Shavano Drive
Naples, FL 33979

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by Dorale Ellen and Cynthia Ellis. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gaye A. Weaver
Printed Name: GAYLE A. WEAVER
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) T-15 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-87 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: Barbara Myers

By: [Signature]

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Barbara Myers
Printed Name: Barbara Myers
Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Carolyn Ellis
Printed Names and Address:
Joseph A. Ellis
Carolyn M. Ellis
5960 Sonoma Lane

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of August, 1992 by Joseph Ellis and Carolyn Ellis. ~~He/She/they~~ is/are personally known to me or ~~has~~ has(ve) produced a N/A as identification and ~~did~~ did not take an oath.

Gayle H. Weaver
Printed Name: Gayle H. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 26 of Block 6 Vineyard Unit One according to the Plat thereof recorded in Plat Book 17, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of: A Replat of the Track K, the Vineyards, unit one

Carol A. Casey
Printed Name: Carol A. Casey

By: William D. Erickson

Annette Farmer
Printed Name: Annette Farmer

By: Sandra D. Erickson

Carol A. Casey
Printed Name: Carol A. Casey

Printed Names and Address:
William D. Erickson
Sandra D. Erickson
213 Monterey Dr.
Naples FL 33999

Annette Farmer
Printed Name: Annette Farmer

STATE OF Michigan

COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by William D. Erickson and Sandra D. Erickson. He/she/they is/are personally known to me or has(ve) produced a drivers license as identification and did not take an oath.

Kay E. Pearce
Printed Name: Kay E. Pearce
Notary Public
State of ~~Florida~~ MICHIGAN
My Commission Expires 3-14-93

Valley Oak Homeowners' Association at the Vineyards, Inc.

JOINDER BY OWNERS OF LOTS

re: Unit at 211 Monterey Drive, Naples, FL, 33999

The undersigned Owner(s) of one Lot(s) ^{LOT C, BLK C} OAK C-18 of 211 Monterey Drive, Naples according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Printed Name: _____

By: [Signature]
Hugo Erne

Printed Name: _____

By: [Signature]
Paula M. Erne

Printed Name: _____

Printed Names and Address:
Hugo and Paula M. Erne
Chellerächer 21
5452 Oberrohrdorf, Switzerland

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 27 day of juli, 1992 by Hugo Erne and Paula M. Erne. He/She/they is/are personally known to me or has(ve) produced a Identitätskarte as identification and did/did not take an oath.

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Gemeindekanzlei Oberrohrdorf

Der Gemeindegemeinderat: [Signature]

Printed Name: Ruth Hauri Gojakovich
Notary Public
State of Florida
My Commission Expires: [Signature]



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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) C-2 of VALLEY OAK according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Edward S. Flek
Printed Name: _____

BY: Edward S. Flek

Hannah Chinnell
Printed Name: _____

Dolores M. Flek
Printed Name: _____

BY: Dolores M. Flek

Printed Name: _____

Printed Names and Address:
Edward + Dolores Flek
261 Monterey Drive

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Edward Flek and Dolores Flek. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 9 of Block C Unit one according to the Plat thereof recorded in Plat Book 14 Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Janice E. Thomas
Printed Name: JANICE E. THOMAS

By: [Signature]

Julie Bradley
Printed Name: JULIE BRADLEY

Printed Name: _____

By: [Signature]

Printed Name: _____

Printed Names and Address:
Gordon J. Thesich
ROBERTA J. Thesich
143 MONTGOMERY

STATE OF Wisconsin
COUNTY OF DANE

The foregoing instrument was acknowledged before me this 4th day of AUGUST, 1992 by Gordon Thesich and ROBERTA Thesich. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Robert C. Wilson
Printed Name: ROBERT C. WILSON
Notary Public
State of ~~Florida~~ Wisconsin
My Commission Expires: 4/6/94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 29 Block I of The Vineyard Unit No. 1 according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Tracy L. Raorki
Printed Name: TRACY L. RAORKI
John P. Williams
Printed Name: JOHN P. WILLIAMS

By: Edward Ferguson

Tracy L. Raorki
Printed Name: TRACY L. RAORKI
John P. Williams
Printed Name: JOHN P. WILLIAMS

By: Dorothy C. Ferguson
Printed Names and Address:
Edward T. + Dorothy C. FERGUSON
215 Silverado Dr
NAPLES, FL 33989

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of JULY, 1992 by Edward Ferguson and Dorothy Ferguson. He/she/they is/are personally known to me or has (ve) produced a N/A as identification and ~~did~~/did not take an oath.

Christine L. Raorki
Printed Name: CHRISTINE L. RAORKI
Notary Public
State of Florida
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires
JULY 29, 1994

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned ^{Valley Cops} ~~Various Unit One~~ Owner(s) of Lot(s) of according to the Plat thereof recorded in Plat Book 14, Page 11 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Sandra Walsh
Printed Name: Sandra Walsh

By: John M. Fracasso

Printed Name: _____

Printed Name: _____

By: Paryse Fracasso

Printed Names and Address:
John M. Fracasso
Paryse Fracasso
5865 Cloudstone Court
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing Instrument was acknowledged before me this 17th day of July, 1992 by John Fracasso and Paryse Fracasso He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 15.6 of tract K, The Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 96-55 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: John W. Sylpau

Printed Name: _____

Printed Name: _____

By: John W. Sylpau
Printed Names and Address:
John W. Sylpau
Manjorie Calk Sylpau
235 Montpelier Dr
Naples, Fla -
33949

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of July, 1992 by John W. Sylpau and Manjorie Calk Sylpau He/she/they is/are personally known to me or has (vs) produced a N/A as identification and did/did not take an oath.

Joseph A. ...
Printed Name: Joseph A. ...
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) #13 of Block C Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Carolyn E. Galbreath

Sandra Walsh
Printed Name: Sandra Walsh

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
CAROLYN E. GALBREATH
201 Monterey Drive
Naples, FL 33979

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23rd day of July, 1992 by Carolyn Galbreath and Wanda J. Rakis. He/she/they is/are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Clyde A. Weaver
Printed Name: Clyde A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 16-G of Valley Oak Vineyard Unit 1 according to the Plat thereof recorded in Plat Book 14, Pages 26-27 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
~~MARVIN M. GRAHAM~~
Printed Name: Wanda J. Rakis

Barbara Myers
Printed Name: BARBARA MYERS

Barbara Myers
Printed Name: BARBARA MYERS
~~Wanda J. Rakis~~
Printed Name: Wanda J. Rakis

By: [Signature]

By: Eunice Graham

Printed Names and Address:
Marvin M. Graham
EUNICE GRAHAM
233 Monterey Drive
Naples, Florida 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14th day of July, 1992 by Marvin Graham and Eunice Graham. He/she/they is/are personally known to me or has (ve) produced a C-650593 1F106 as identification and ~~XXX~~ did not take an oath. Dr. Dennis J. [Signature]

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 18 of BLK G - SUBDIV. OF TRACT K according to the Plat thereof recorded in Plat Book 14, Page 56 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

KENNETH J. GRAY
Printed Name: _____

By: [Signature]

CAROL J. GRAY
Printed Name: _____

[Signature]
Carol J. Gray

Printed Name: _____

By: _____

Printed Names and Address: _____

Printed Name: _____

PROVINCE
STATE OF ONTARIO

COUNTY OF YORK

The foregoing instrument was acknowledged before me this 22nd day of JULY, 1992 by KENNETH GRAY and CAROL GRAY. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: ADELE ROBERTSON
Notary Public CHARTERED ACCOUNTANT
~~State of Florida~~ PROVINCE OF ONTARIO.
My Commission Expires: _____

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 17-A of
2000 LUMPAKE DR according to the Plat thereof recorded in
Plat Book 19, Page 66-68 of the Public Records of Collier County,
Florida hereby joins in this Declaration for the purpose of
subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis
Sandra Watch
Printed Name: Sandra Watch

By: George & Pamela Hamel

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
GEORGE & PAMELA HAMMEL
62 FOUNTAIN CIRCLE
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this
23rd day of July, 1992 by George Hamel and
He/she/they is/are personally known to me or
has(ve) produced a _____ as identification and
did/did not take an oath.

Coyle Weaver
Printed Name: Coyle Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 23, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 5 of Block A, Valley Oak according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J Rakis
Printed Name: Wanda J. Rakis

Sandra Walsh
Printed Name: Sandra Walsh

By: Fred Herzog

Printed Name: _____

Printed Name: _____

By: Judy Herzog By Fred Herzog
Attorney in fact

Printed Names and Address:
Fred Herzog
Judy Herzog
265 Stonegate Court
Naples, Florida 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 15th day of July, 1992 by Fred Herzog and Judy Herzog. He/she/they is/are personally known to me or has (ve) produced a H622-24497-053 as identification and ~~did~~/did not take an oath. al.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINER BY OWNERS OF LOTS

The undersigned ^{one} Owner(s) of Lot(s) 12 of Block C, Valley Oak according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Allen W. Himes

Barbara Myers
Printed Name: BARBARA MYERS
Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: _____

Printed Names and Address:
ALLEN W. HIMES
199 MONTREY DR.
Naples, Florida 33999
Kay Himes

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Allen W. Himes and Kay Himes. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1993
BONDED THRU RUCALQUENY & ASSOCIATES

JOINER BY OWNERS OF LOTS

The undersigned, Owner(s) of Lot(s) 14 of Block A, Vineyard Unit, etc according to the Plat thereof recorded in Plat Book 14, Page 66-68 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: James D. Hoehn

By: Monica Hoehn

Printed Names and Address:
James + Monica Hoehn
194 Silverado Dr.
Naples, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing Instrument was acknowledged before me this 27th day of July, 1992 by James Hoehn and Monica Hoehn. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Joseph A. Weaver
Printed Name: Joseph A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned, Owner(s) of Lot(s) 1 of Block A ^{Vins. Assoc Unit} according to the Plat thereof recorded in Plat Book 14, Page 66-68 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Printed Name: _____

Printed Name: _____

By: Charles R. Hotze
CHARLES R. HOTZE

By: Mildred E. Hotze
MILDRED E. HOTZE
Printed Names and Address:
240 STONEGATE COURT
NAPLES, FLORIDA 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 2nd day of July, 1992 by Charles Hotze and Mildred Hotze. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 20 of Block F Vineyard Unit One according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: John A. Huebner

Sandra Walsh
Printed Name: Sandra Walsh

By: Carathy Huebner

Printed Name: _____

Printed Names and Address:
John A Huebner
279 Monterey Dr
NAPLES, FLA

Printed Name: _____

STATE OF Ohio

COUNTY OF _____

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by John A Huebner and Carathy Huebner. They is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

JOAN E. HAMANN
Printed Name: Joan E. Hamann
Notary Public
~~State of Florida~~
My Commission Expires:

JOAN E. HAMANN, Notary Public
State of Ohio
My Commission Expires Apr. 3, 1993

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) B-12 of Vineyard Unit 016 according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Sarah Sivack
Printed Name: SARAH HOCVAHA

By: Walter L. Johnson

Margaret Gallagher
Printed Name: Margaret Gallagher

Margaret Gallagher
Printed Name: Margaret Gallagher

By: Rozann Johnson
Printed Names and Address:
Walter L. Johnson / Rozann Johnson
208 Monterey Drive
Naples, Florida 33999

Sarah Sivack
Printed Name: _____

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 23 day of July, 1992 by Walter L. Johnson and Rozann Johnson. He/she/they is/are personally known to me or has(ve) produced a DRIVERS LICENSE as identification and did/did not take an oath.

Kathleen M. Savarino
Printed Name: Kathleen M. Savarino
Notary Public
State of Florida Ohio
My Commission Expires:

KATHLEEN M. SAVARINO
Notary Public - State of Ohio, Leam City.
My Commission Expires Jan. 26, 1995

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 5 of Block E according to the Plat thereof recorded in Plat Book 14, Page 56 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. RAKIS

By: [Signature]
EUGENE KATZ

[Signature]
Printed Name: Sandra Walsh

By: [Signature]
ROBERTA Q. KATZ
Printed Name and Address:

Printed Name: _____

Printed Name: _____

STATE OF New Jersey
COUNTY OF Ocean

The foregoing instrument was acknowledged before me this 16th day of July, 1992 by Eugene Katz and Roberta Katz. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Barbara J. Oler
Printed Name: _____
Notary Public
State of ~~Florida~~ New Jersey
My Commission Expires:

BARBARA J. OLER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 22, 1994

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) I 28 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 96-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Howard Dickenson
Printed Name: HOWARD DICKENSON

Both A. Weber
Printed Name: Both A. Weber

Both A. Weber
~~ELIZABETH K. KLECKER~~
Printed Name: Both A. Weber

HOWARD DICKENSON
Printed Name: HOWARD DICKENSON

By: James T Klecker

By: Elizabeth K. Klecker

Printed Names and Address:
JAMES T. AND ELIZABETH K KLECKER
217 SILVERADO DR.
NAPLES, FL 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 1992 by JAMES T. KLECKER and ELIZABETH K. KLECKER He/she/they is/are personally known to me or has(ve) produced a DRIVERS LICENSE as identification and ~~did~~ did not take an oath.

Nancy J. Smith
Printed Name: NANCY J. SMITH
Notary Public
State of Florida
My Commission Expires:



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JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 2-B of Vineyard Unit ONE according to the Plat thereof recorded in Plat Book 17, Page 648 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle A. Weaver

By: John Klee

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Kathleen G. Klee

Printed Name: _____

Printed Names and Address: _____

Printed Name: _____

Steve Klee

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29th day of July, 1992 by Steve Klee and Kath Klee. He/she/they is/are personally known to me or has (vs) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 22 of Block A, The Vineyards Unit, according to the Plat thereof recorded in Plat Book 14, Page 67-74 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Jean M. Rose
Printed Name: JOAN M. ROSE

By: Andrew Krause

Jean M. Gift
Printed Name: Jean M. Gift

Jean M. Rose
Printed Name: JOAN M. ROSE

By: Susan R. Krause

Jean M. Gift
Printed Name: Jean M. Gift

Printed Names and Address:
Andrew J. Krause & Susan R. Krause
210 Silverado Dr.
Naples, FL 33999

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23 day of July, 1992 by ~~Susan~~ Andrew Krause and Susan Krause. ~~He/she/they~~ is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Jean M. Rose
Printed Name: JOAN M. ROSE
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 25, 1994
BONDED THRU GENERAL INS. UND.

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) E-24 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 16-18 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: John R. Murdoch

Berke L. Beyer
Printed Name: BERKE L. BEYER

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Berke L. Beyer
Printed Name: BERKE L. BEYER

By: M. E. Murdoch
Printed Names and Address:
2711 N. W. 11th Ave
Naples, FL 34104

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14th day of August, 1992 by John Murdoch and M. E. Murdoch. He/she/they is/are personally known to me or has (ve) produced a N/A as identification and did/did not take an oath.

Jack A. Weaver
Printed Name: Jack A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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JOINDER BY OWNERS OF LOTS

Vineyards,
Unit One ~~VALLEY OAKS~~ The undersigned Owner(s) of Lot(s) F-17 of Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Eugene E. Wrezel
Printed Name: EUGENE E. WREZEL

By: Adolph Paquet

Paul Salata
Printed Name: PAUL SALATA

Eugene E. Wrezel
Printed Name: EUGENE E. WREZEL

By: Virginia Paquet

Paul Salata
Printed Name: PAUL SALATA

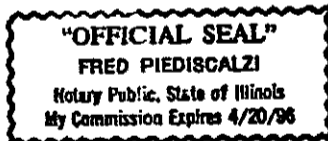
Printed Names and Address:
ADOLPH PAQUET
VIRGINIA PAQUET
285 MONTEREY DR.
NAPLES, FLA. 33999
"ILLINOIS ADDRESS"
56 WITT ROAD
BARRINGTON IL. 60010

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 24th day of JULY, 1992 by Adolph Paquet and VIRGINIA PAQUET. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Fred Piediscaldi
Printed Name: Fred Piediscaldi
Notary Public
State of Florida ILLINOIS
My Commission Expires:



JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 17-G of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Carol W. Eaton
Printed Name: Carol W. Eaton

Phyllis A. Rausaki
Printed Name: Phyllis A. Rausaki

By: Robert M. Partridge

Carol W. Eaton
Printed Name: Carol W. Eaton

Phyllis A. Rausaki
Printed Name: Phyllis A. Rausaki

By: Jean M. Partridge

Printed Names and Address:
Robert M. Partridge
Jean M. Partridge
231 Monterey Drive
Naples, FL 33999

STATE OF New Hampshire
COUNTY OF Carroll

The foregoing instrument was acknowledged before me this 17 day of July, 1992 by Robert M. Partridge and Jean M. Partridge. He/she/they ~~is~~ are personally known to me or has(ve) produced a drivers license as identification and ~~did~~ did not take an oath.

Rosemary F. Lounsbury
Printed Name: ROSEMARY F. LOUNSBURY
Notary Public
State of ~~Florida~~ New Hampshire
My Commission Expires: 5-13-97

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JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 18-A of Block A, Vineyard's Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: [Signature]

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: [Signature]

Printed Names and Address:
Robert & Dawn Pearson
202 Silverado Dr.
Naples FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25th day of August, 1992 by Robert Pearson and Dawn Pearson. He/she/they is/are personally known to me or has(ve) produced a drivers license as identification and did/did not take an oath.

[Signature]
Printed Name: Cadye A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THROUGH NOTARY PUBLIC UNDERWRITER

198 SILVERADO DR.

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) #16-A of Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Donald J. Purcell

Sandra Walsh
Printed Name: Sandra Walsh

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Donald J. Purcell
198 Silverado Dr.
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of July, 1992 by Donald Purcell and he/she/they is/are personally known to me or has(ve) produced a Drivers License as identification and ~~did~~/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 26, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

DR BOOK 1763
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JOINDER BY OWNERS OF LOTS

✓ The undersigned Owner(s) of Lot(s) B-3 of VINEYARDS Unit 002 according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

By: Diane Percoco

Wanda J. Raki
Printed Name: WANDA J. RAKI

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
DIANE PERCOCO
199 SILVERADO DR
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29th day of July, 1992 by Diane Percoco and Gayle Weaver. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) H2 of Unit One Vineyards according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Sanlan Walsh
Printed Name: Sanlan Walsh

By: Elizabeth V. Petrucci

Printed Name: _____

Printed Name: _____

By: Rocci A. Petrucci

Printed Names and Address:
Rocci A. Petrucci
254 MONTEREY DR.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 22 day of July, 1992 by ELIZABETH V. PETRUCCI and Rocci A. Petrucci He/she/they is/are personally known to me or has(ve) produced a N/A as identification and did/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 24, 1993
BONDED THRU MUEHLBERRY & ASSOCIATES

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot 6E of Tract K The Vineyards ~~Units~~ according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Brenda M. Pulis
Brenda M. Pulis
Printed Name: _____

WITNESSED

By: [Signature]

Printed Name: _____

Todd A. Pulis
TODD A. Pulis
Printed Name: _____

WITNESSED

By: [Signature]

Printed Names and Address:

5811 Cinzano Court
Naples, FL 33999

Printed Name: _____

STATE OF ma

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 5th day of August, 1992 by BRENDA M. PULIS and TODD A. Pulis He/she/they is/are personally known to me or has (ve) produced a Keydown as identification and did/did not take an oath.

Anna M. Wallace
Printed Name: ANNA M. WALLACE
Notary Public
State of ~~Florida~~ ma
My Commission Expires: 3/4/94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) F 7 of VINEYARDS UNIT 1 according to the Plat thereof recorded in Plat Book 14, Page 86-87 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brooke L. Beyer
Printed Name: BROOKE L. BEYER

By: Howard L. Radner

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brooke L. Beyer
Printed Name: BROOKE L. BEYER

By: Carol A. Radner

Printed Names and Address:
HOWARD L. RADNER
CAROL A. RADNER
5821 CINZANO COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27 day of July, 1992 by Howard L. Radner and Carol A. Radner. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~he~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1999
BONDED THRU RUCKENBERRY & ASSOCIATES

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned, Owner(s) of Lot(s) 4 BlockE of Troct K. The Varyals according to the Plat thereof recorded in Plat Book 14, Page 26-6 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: _____

Patricia A. Berger
Printed Name: _____

By: [Signature]

[Signature]
Printed Name: _____

Patricia A. Berger
Printed Name: _____

By: [Signature]
Printed Names and Address:
JAMES M. RALEY JR
Joanne C. Raley
5814 CINZANO CT

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 26th day of August, 1992 by James M. Raley, Jr. and Joanne C. Raley. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: Deanna Lee Shimer
Notary Public
State of Florida
My Commission Expires:

COMM. # AA654803 NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 25, 1993
BONDED THRU GENERAL INS. UND.

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 157 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: BARBARA EDWARDS ANKAS

By: [Signature]

[Signature]
Printed Name: ANDREA KATISH

Printed Name: _____

By: _____

Printed Names and Address: _____

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by [Signature] and [Signature]. He/She/They is/are personally known to me or has(ve) produced a FFL R300-735-22-709-0 as identification and did/did not take an oath.

[Signature]
Printed Name: DAVE A. WEAVER
Notary Public
State of Florida
My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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OR BOOK

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JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 2-E of VINEYARDS, Unit ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: H. W. Hutchinson

By: X Denise L. Riddle

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: X
Printed Names and Address:
DENISE L. RIDDLE
5895 SONOMA COURT
NAPLES, FLA. 33999

STATE OF Maryland

COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 28th day of July, 1992 by Denise L. Riddle and they is/are personally known to me or has (vs) produced a _____ as identification and aka/did not take an oath.

[Signature]
Printed Name: Carolyn E. Smith
Notary Public
State of ~~Florida~~ Maryland
My Commission Expires: 12/1/94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 12-A of Block A-Vicynnes, Unit 202 according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

WITNESS:

Carmen Riviello
Printed Name: CARMEN RIVIELLO

BY: Lisa A. Allen

Doris H. Riviello
Printed Name: DORIS H. RIVIELLO

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Cathy Riviello
190 Silverado Dr
NAPLES FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25th day of August 1992 by Carmen Riviello and Doris Riviello. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Lisa A. Allen
Printed Name: Lisa A. Allen
Notary Public
State of Florida
My Commission Expires: 9/05/94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 14 block 2 of JUNYONIC UNIT 1, according to the Plat thereof recorded in Plat Book 19, Page 26 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:
as to both:

Robert G. Roe
Printed Name: _____

By: Robert G. Roe

① Nanda J. Rakis
Printed Name: WANDA J. RAKIS

Dorothy D. Roe
Printed Name: _____

By: Dorothy D. Roe

② Brooke L. Beyer
Printed Name: BROOKE L. BEYER

Printed Names and Address:
10954 Forestview Dr.
Springville, OH 44286

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 17th day of August, 1992 by Dorothy Roe and Robert Roe He/she/they is/are personally known to me or has(ve) produced a license as identification and did/did not take an oath.

Linda C. Maraglia

Printed Name: LINDA C. MARAGLIA
Notary Public
State of Florida
My Commission Expires:

LINDA C. MARAGLIA, Notary Public
State of Ohio (Cuy. Cty.)
My Commission Expires Oct. 20, 1993

JOINDER BY OWNERS OF LOTS

The undersigned Unit 11-B owner(s) of Lot(s) 11-B of Blk. B, The Vineyards, according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brook L. Beyer
Printed Name: BROCK L. BEYLER

By: Ronald N Rose

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brook L. Beyer
Printed Name: BROCK L. BEYLER

By: Gay M. Rose

Printed Names and Address:
Ronald N & Gay M. Rose
210 Montecore Drive
Naples, FL 34109

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 4th day of August, 1992 by Ronald N Rose and Gay M. Rose. He/she/they is/are personally known to me or has/ve produced a N/A as identification and ~~did~~/did not take an oath.

George Weaver
Printed Name: George Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 21B of THE VINEYARDS-L.P. #1-BOOK B according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gaye Weaver
Printed Name: _____

By: Mary Sue Schuch

Jane Walsh
Printed Name: Jane Walsh

By: Walter Schuch

Printed Name: _____

Printed Names and Address:
MARY SUE SCHUCH
WALTER SCHUCH
190 MONTEREY DR
NAPLES FL 33999

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 2nd day of July, 1992 by Mary Schuch and Walter Schuch he/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gaye A. Weaver
Printed Name: Gaye A. Weaver
Notary Public

State of Florida NOTARY PUBLIC, STATE OF FLORIDA.
My Commission Expires August 28, 1993.
NOTARY PUBLIC UNDERWRITERS

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 206 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67, of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle A. Weaver
Printed Name: _____

By: Helmut Schroeder

Sandra Walsh
Printed Name: Sandra Walsh

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Helmut Schroeder
225 Monterey Drive
Naples, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Helmut Schroeder. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 24-G of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: W. M. MARINO Jr.

By: [Signature]

[Signature]
Printed Name: GARY L. SMITH

[Signature]
Printed Name: W. M. MARINO Jr.

By: [Signature]

[Signature]
Printed Name: GARY L. SMITH

Printed Names and Address:
SALLY B SHADLE
Robert L SHADLE
217 Monterey Drive
Naples, FL 33999

STATE OF Pennsylvania

COUNTY OF Clinton

The foregoing instrument was acknowledged before me this 30th day of July, 1992 by Sally B. Shadle and Robert L. Shadle. ~~He/She~~/they ~~is/are~~ personally known to me or has(ve) produced a drivers license as identification and did/did not take an oath.

[Signature]
Printed Name: Marie E. Hensel
Notary Public
State of Pennsylvania
My Commission Expires:

NOTARIAL SEAL
MARIE E. HENSEL, Notary Public
Lock Haven, Clinton County, Pa.
My Commission Expires October 2, 1992

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 23-D of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Marlene A. Thresher
Printed Name: Marlene A. Thresher

Laraine Sharp
Printed Name: Laraine Sharp

By: Gloria A. Shiffler

Marlene A. Thresher
Printed Name: Marlene A. Thresher

Laraine Sharp
Printed Name: Laraine Sharp

By: K. William Shiffler

Printed Names and Address:
K. William + Gloria A. Shiffler
266 Silverado Drive
Naples, FL 33999

STATE OF Ohio

COUNTY OF Geauga

The foregoing instrument was acknowledged before me this 22nd day of July, 1992 by Gloria A. Shiffler and K. William Shiffler. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Marlene A. Thresher
Printed Name: _____
Notary Public
State of Florida - Ohio
My Commission Expires:

MARLENE A. THRESHER, Notary Public
State of Ohio, Geauga County
My commission expires Feb. 9, 1994

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 8-A of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Janet Walsh
Printed Name: Janet Walsh

By: Victor W. Shults

Printed Name: _____

Printed Name: _____

By: Priscilla B. Shults

Printed Names and Address:

VICTOR W. SHULTS
PRISCILLA B. SHULTS
177 ARBOR BOULEVARD
NAPLES, FLORIDA 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of July, 1992 by Victor Shults and Priscilla Shults he/she/they is/are personally known to me or has (ve) produced a N/A as identification and ~~did~~/did not take an oath.

Gayle A. Weir
Printed Name: Gayle A. Weir
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 25, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) D 21 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Pages 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Judith T. Snider
Printed Name: JUDITH T. SNIDER

By: Lowell E. Snider

Printed Name: _____
Printed Name: _____

By: Judith T. Snider
Printed Names and Address:
Lowell E. Snider
Judith T. Snider
262 Silverado Drive
Naples, Florida 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of July, 1992 by Lowell Snider and Judith Snider he/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~ did not take an oath.

Coyte A. Weaver
Printed Name: Coyte A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 21E of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: ANTHONY GUALARIS

By: [Signature]

[Signature]
Printed Name: LARSEN O BROWN

[Signature] X
Printed Name: ANTHONY GUALARIS

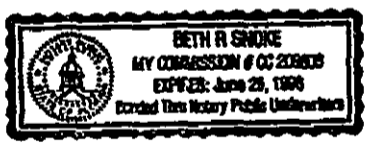
By: Brigid Soldaini
Printed Names and Address:
BRIGID + MATT SOLDAINI
5855 CLOUDSTONE CT.
NAPLES, FL 33999

[Signature]
Printed Name: LARSEN O. BROWN

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Matt Soldaini and Brigid Soldaini. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: BETH R SNOKE
Notary Public
State of Florida
My Commission Expires:



JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 24A of Block A 11-557405 UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

JOANNE HABEREK
Printed Name: JOANNE HABEREK

By: Holly B. Spurlock

CONG. R. DURAND
Printed Name: CONG. R. DURAND

JOANNE HABEREK
Printed Name: JOANNE HABEREK

By: Esther Spurlock

CONG. R. DURAND
Printed Name: CONG. R. DURAND

Printed Names and Address:
HOLLY B. SPURLOCK
ESTHER SPURLOCK
214 SILVERADO DR.
Naples, Florida 33999

STATE OF Michigan
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 15th day of July, 1992 by Holly B. Spurlock and Esther Spurlock. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and did/~~not~~ take an oath.

Alan C. McManus
Printed Name: ALAN C. McMANUS
Notary Public ALAN C. McMANUS
State of Florida Notary Public, Oakland County, MI
My Commission Expires: My Commission Expires July 2, 1994

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 25D of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 81-82 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

~~Signed in the presence of:~~

Signed in the presence of:

Michael R. Stiller
Printed Name: Michael R. Stiller

By: Wanda J. Rakis
Wanda J. Rakis

Ruth A. Stiller
Printed Name: Ruth A. Stiller

Printed Name: _____

By: _____

Printed Names and Address: _____

Printed Name: _____

STATE OF Ohio

COUNTY OF Summit

The foregoing instrument was acknowledged before me this 8th day of July, 1992 by Michael R. Stiller and Ruth A. Stiller. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Georganne Bowling
Printed Name: Georganne Bowling
Notary Public
State of Florida OHIO GEORGANNE BOWLING, Notary Public
My Commission Expires: Nov 5, 1996 Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Nov 5, 1996

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 4-A of VINEYARDS UNIT ONE, according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Justin Walsh
Printed Name: Justin Walsh

By: Mary W. Surasky

Printed Name: _____

Printed Name: _____

By: _____

Printed Names and Address:

Mary W. Surasky
270 Stonegate Court
Naples, Florida 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Mary Surasky and Justin Walsh. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BORNED THRU NOTARY PUBLIC UNDERWRITERS.

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) F15 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 24, Page 16-17 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: Barbara Myers

By: Carole Jasti

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Carole Jasti
289 Monterey Dr
NAPLES FL 33959

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 13th day of August, 1992 by Carole Jasti and Wanda J. Rakis. He/she/they, is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~ did not take an oath.

Caryle A. Weaver
Printed Name: Caryle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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JOINER BY OWNERS OF LOTS

- The undersigned Owner(s) of Lot(s) D-5 of Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Page 8688 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Sandra Myers
Printed Name: SANDRA MYERS

By: William Trupiano

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:

William Trupiano
89 HERITAGE WAY
NAPLES 33942-3399
204 SILVERADO

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 17th day of August, 1992 by William Trupiano and Sandra Myers. He/she/they is/are personally known to me or has ~~(has)~~ produced a NA as identification and ~~did~~/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) D-11 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Manda J. Rakis
Printed Name: MANDA J. RAKIS

By: William Trupian

Printed Name: _____

Printed Name: _____

By: _____

Printed Names and Address:

William Trupian
89 Homage Way
Naples, FL 34102-3399
240 SILVERADO

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 17th day of August, 1992 by William Trupian and Manda J. Rakis. He/she/they is/are personally known to me or has (ve) produced a NA as identification and ~~did~~ did not take an oath.

George A. Weaver
Printed Name: George Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 6-19 of THE VINEYARDS UNIT according to the Plat thereof recorded in Plat Book 14, Page 1288 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

ROSETTA L. URBAN
Printed Name: _____

By: Rosetta L. Urban

Printed Name: _____

Printed Name: _____

By: _____

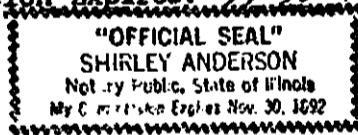
Printed Names and Address: _____

Printed Name: _____

STATE OF FLORIDA ILLINOIS
COUNTY OF COLLIER COOK

The foregoing instrument was acknowledged before me this 20th day of July, 1992 by me and He (she/they) is/are personally known to me or has(ve) produced a Drivers License as identification and did/did not take an oath.

SHIRLEY ANDERSON
Printed Name: Shirley Anderson
Notary Public
State of Florida Illinois
My Commission Expires: 11-30-92



1763
OR BOOK

001186
PAGE

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) A-11 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

SIGNED IN THE PRESENCE OF:

BY: Marie Viechec
Printed Name: Marie Viechec

By: Nancy M. Crown
Nancy M. Crown

BY: Michael M. Viechec, Jr.
Printed Name: Michael M. Viechec, Jr.

Printed Name: _____

By: John R. Davis
John R. Davis

Printed Names and Address:

Marie Viechec

Michael M. Viechec, Jr.

188 Silverado Dr.

Naples, FL 33999

Printed Name: _____

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 4 day of April, 1992 by Marie Viechec and Michael M. Viechec, Jr. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Nancy M. Crown
Printed Name: NANCY M. CROWN
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 22, 1995
BONDED THRU GENERAL INS. CO.

6C117987

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 6723 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Guy P. Waddell

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Barbara Myers
Printed Name: BARBARA MYERS

By: Gloria A. Waddell

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Printed Names and Address:
GUY P. WADDELL
GLORIA A. WADDELL
219 MONTSEY DRIVE
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Guy P. Waddell and Gloria A. Waddell. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1993
BONDED TRU NUCLEONARY & ASSOCIATES

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 22 of Block I Vineyards according to the Plat thereof recorded in Plat Book 14, Page 88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Lauren C. Martin
Printed Name: Lauren C. Martin

Darlene Koontz
Printed Name: Darlene Koontz

By: Kirk J. Kvetko
Kirk J. Kvetko

Lauren C. Martin
Printed Name: Lauren C. Martin

Darlene Koontz
Printed Name: Darlene Koontz

By: Colleen M. Kvetko
Colleen M. Kvetko
Printed Names and Address:
Kirk J. + Colleen M. KVETKO
229 Silverado Drive
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by Kirk J. Kvetko and Colleen M. Kvetko. ~~They~~/they ~~is~~/are personally known to me ~~and~~ ~~they~~ ~~did~~ not take an oath.

Darlene Koontz
Printed Name: Darlene Koontz
Notary Public
State of Florida
My Commission Expires: 2/22/94

Notary Public
State of Florida at Large
My Commission Expires:
February 22, 1994

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) B-13 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: [Signature]

Bevke L. Beyer
Printed Name: BEVKE L. BEYLER

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

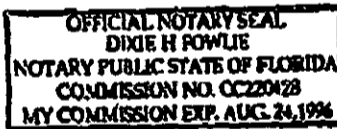
Bevke L. Beyer
Printed Name: BEVKE L. BEYLER

By: Cyilla Mahan Wagner
Printed Names and Address:
Frank O. Wagner
Cyilla Mahan Wagner
256 Monterey Dr.
Naples FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 26th day of August, 1992 by Frank O. Wagner and Cyilla Mahan Wagner He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Dixie H. Fowlie
Printed Name: Dixie H. Fowlie
Notary Public
State of Florida
My Commission Expires: _____



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JOINDER BY OWNERS OF LOTS

Valley Oaks, Vineyards, Unit 101
The undersigned Owner(s) of Lot (A) 7 Block C of
according to the Plat thereof recorded in
Plat Book 140, Page 67 of the Public Records of Collier County,
Florida hereby joins in this Declaration for the purpose of
subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Susan K. Dubnicka
Printed Name: SUSAN K. DUBNICKA

By: Edwin F. Walmer

John F. Callan
Printed Name: John F. Callan

Susan K. Dubnicka
Printed Name: SUSAN K. DUBNICKA

By: Florence P. Walmer

John F. Callan
Printed Name: John F. Callan

Printed Names and Address:
EDWIN F. WALMER
FLORENCE P. WALMER
189 MONTEREE DR.
NAPLES, FL 33979

STATE OF Wisconsin
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me this
22nd day of JULY, 1992 by EDWIN F. WALMER and
FLORENCE P. WALMER. ~~He/she/they~~ is/are personally known to me ~~or~~
~~has (ve) produced a~~ _____ as identification and
~~and~~ did not take an oath.

Susan K. Dubnicka
Printed Name: SUSAN K. DUBNICKA
Notary Public
State of Florida Wisconsin
My Commission Expires: 9-4-94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 17 D of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakus
Printed Name: Wanda J. Rakus
Sandra Walsh
Printed Name: Sandra Walsh

By: _____

Melinda Queen
Printed Name: Melinda Queen
Matthew D. Coloney
Printed Name: Matthew D. Coloney

By: Willis F. Werder
Printed Names and Address:
Willis F. WERDER
254 Silverado Drive
Naples, FL 33999

STATE OF NORTH CAROLINA
COUNTY OF MACON

The foregoing instrument was acknowledged before me this 27th day of July 1992 by Willis F. Werder and he/she/they (s) are personally known to me or has (ve) produced a _____ as identification and did (did not) take an oath.



Joan C. Hicks
Printed Name: JOAN C. HICKS
Notary Public
State of Florida NORTH CAROLINA
My Commission Expires: 11/15/94

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 14-F of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 16, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: BARBARA NYERS
[Signature]
Printed Name: Louisa Walsh
[Signature]
Printed Name: BARBARA NYERS

By: [Signature]

By: [Signature]

Printed Name: _____

Printed Names and Address:
GRVIN: SUSAN WIDOM
181 HOLTEREY DR
DAWES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 24th day of July, 1992 by Susan Widom and Louisa Walsh He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: Caryle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

10350-290-55-459-0

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 13-D of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: [Signature]

Printed Name: _____

Barbara Myers
Printed Name: BARBARA MYERS

By: Donna Lee Wiegand

Printed Names and Address:
LOUIS + DONNA LEE WIEGAND JR.
246 SILVERADO DR.
VALLEY OAKS, VINEYARDS, IVAPLES FLA

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 28th day of July, 1992 by Louis Wiegand and Donna Wiegand. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 16-E of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 74, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Priscilla E. Nickerson
Printed Name: PRISCILLA E. NICKERSON

By: Alan D. Williams

Erna W. Nickerson
Printed Name: ERNA W. NICKERSON

Priscilla E. Nickerson
Printed Name: PRISCILLA E. NICKERSON

By: Dorothy E. Williams

Erna W. Nickerson
Printed Name: ERNA W. NICKERSON

Printed Names and Address:
ALAN D. WILLIAMS
DOROTHY E. WILLIAMS
5830 CLOUDSTONE CT
NAPLES, FL. 33999

STATE OF New Hampshire
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 21st day of July 1992, 1992 by Alan D. Williams and Dorothy E. Williams He/she/they ~~is~~ are personally known to me or has (ve) produced a _____ as identification and did/did not take an oath.

Erna W. Nickerson
Printed Name: ERNA W. NICKERSON
Notary Public
State of Florida N.H.
My Commission Expires: My Commission Expires July 21, 1994

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) I-16 of Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: Paul J. Lawrence

Barbara Myers
Printed Name: BARBARA MYERS

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: Paul J. & Eleanor T. Lawrence
Printed Names and Address:
PAUL J. & ELEANOR T. LAWRENCE
5950 SONOMA LANE
NAPLES, FL 33959

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 25th day of August, 1992 by Paul Lawrence and Eleanor Lawrence. He/she/they is/are personally known to me or has(ve) produced a Driver License as identification and ~~did~~ did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 27-F of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86-87 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Joseph A. Warner
Printed Name: _____

By: Robert E. Young

James Watch
Printed Name: James Watch

Printed Name: _____

By: Marie J. Young

Printed Name: _____

Printed Names and Address:
ROBERT E. YOUNG
MARIE T. YOUNG
265 MONTEREY DR

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of July, 1992 by Robert Young and Marie Young. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Joseph A. Warner
Printed Name: _____
Notary Public NOTARY PUBLIC, STATE OF FLORIDA.
State of Florida MY COMMISSION EXPIRES: August 28, 1994
My Commission Expires: _____
NOTARY PUBLIC UNDERWRITERS

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) E-15 of VIA EYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: Horace W. Lanford

Wanda J. Rakis
Printed Name: Wanda J. Rakis

Barbara Myers
Printed Name: BARBARA MYERS
Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Joyce W. Lanford
Printed Names and Address:
Horace W. Lanford
Joyce W. Lanford
5840 Cloudstone Court
Naples, FL 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Horace W. Lanford and Joyce W. Lanford. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1993
BONDED THRU RUCKELBERT & ASSOCIATES

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001198

OR BOOK

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JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 10-f of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gary Wane
Printed Name: _____

By: Scott S. Leiti

Sandra Walsh
Printed Name: Sandra Walsh

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Scott S. Leiti
297 MONTEREY DRIVE
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23rd day of July, 1992 by Scott Leiti and he/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

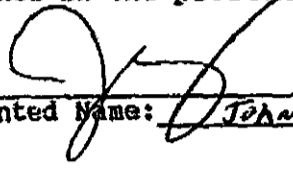
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

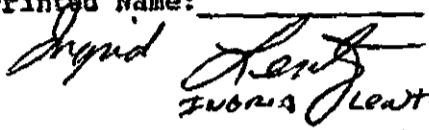
The undersigned Owner(s) of Lot(s) 10-5 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

~~Signed in the presence of:~~

Signed in the presence of:


Printed Name: JOHN A. LENTZ

By: 

Printed Name: _____

Printed Name: INGRID LENTZ

By: 

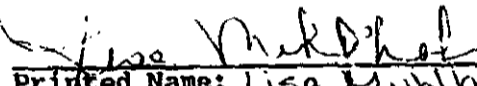
Printed Name: _____

Printed Names and Address:
GERALD O'BRIEN
DENISE E. DRENNAN

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of July, 1992 by John Lentz and Ingrid Lentz. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.


Printed Name: Lisa Munkhcha
Notary Public
State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 15, 1993
Equal Opportunity Lender

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) C-17 of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67, of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: BARBARA MYERS

By: William Locketz

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Barbara Myers
Printed Name: BARBARA MYERS

By: Elinor Locketz

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Printed Names and Address:
Bill & Elinor Locketz
209 MONTEREY DR
NAPLES, FL 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20 day of August, 1992 by WM. LOCKETZ and ELINOR LOCKETZ. He/she/they is/are personally known to me or has(ve) produced a DRIVER'S LICENSE as identification and did/did not take an oath.

Mary Bates
Printed Name: MARY BATES
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT 12:00 PM
MY COMMISSION EXPIRES 12/31/92
I QUALIFY UNDER SECTION 619.07, F.S.

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OR BOOK

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JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 23-F of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Rakis
~~IRVIN J. LEVY~~
Printed Name: Wanda J. Rakis

By: Patricia A. Levy

Barbara Myers
Printed Name: BARBARA MYERS

Barbara Myers
Printed Name: BARBARA MYERS
Wanda J. Rakis
Printed Name: Wanda J. Rakis

By: Irvin J. Levy

Printed Names and Address:
IRVIN J. LEVY
PATRICIA A. Levy
273 Monterey Dr.
Naples, Florida 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Irvin J. Levy and Patricia A. Levy. He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1998
BONDED THRU MUEHLBERRY & ASSOCIATES

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OR BOOK

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 2-C of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Michelle Gearhardt
Printed Name: Michelle Gearhardt

By: [Signature]
ARDYN J. LONG

Belinda Thompson
Printed Name: Belinda Thompson

AS TO BOTH OWNERS

Printed Name: _____

By: [Signature]
WILLA L. LONG
Printed Names and Address:
3408 N. MAIN ST
Dayton, Ohio 45405

Printed Name: _____

STATE OF OHIO

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 15th day of July, 1992 by Ardyn J. Long and Willa L. Long. ~~He/She/They~~ is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Michelle J. Gearhardt
Printed Name: Michelle J. Gearhardt
Notary Public
State of ~~Florida~~ Ohio
My Commission Expires: Does Not
EXPIRE - Attorney at law.

JOINDER BY OWNERS OF LOTS

The undersigned, Owner(s) of Lot(s) I-10 of Unit 10 of the vineyards, according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: Gayle Weaver

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

By: Michael J. Muller

Wanda J. Rakis
Printed Name: WANDA J. RAKIS

Brooke R. Beiler
Printed Name: Brooke R. BEILER

By: Michael J. Muller

Printed Names and Address:
Michael + Jean M. Muller
234 Monterey Drive
Naples FL 34109

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 12th day of August, 1992 by Michael M. Muller and Jean M. Muller. He/she/they is/are personally known to me or has (ve) produced a N/A as identification and ~~did~~ did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(A) 22-0 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: Sandra Walsh
[Signature]
Printed Name: Wanda J Rakis

MARTIN F. + STELLA P. MCHUGH, TRUSTEES
OF THE MARTIN F. + STELLA P. MCHUGH, TRUST
By: [Signature] PTD 11/9/87.

Printed Name: _____

Printed Name: _____

By: [Signature] PTD 9/22/82

Printed Names and Address:
MARTIN F. MCHUGH
STELLA P. MCHUGH
264 SILVERADO DRIVE
NAPLES, FL 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of July, 1992 by Martin McHugh and Stella McHugh He/she/they is/are personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

[Signature]
Printed Name: Craig Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 27-D of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
Printed Name: _____

[Signature]
Printed Name: Sandra Walsh

Printed Name: _____

Printed Name: _____

By: [Signature]

By: [Signature]

Printed Names and Address:
ARTHUR J. & JANICE L. MILBERT
265 SILVERADO DR.
NAPLES, FL. 33999

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Arthur Milbert and Janice Milbert. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: Cayle D. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUGUST 28, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) C-16 of Valley Oak Vineyard Unit One according to the plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Wanda J. Karis
Printed Name: WANDA J. KARIS

Brooke L. Bevier
Printed Name: BROOKE L. BEVIER

963524 ONTARIO INC.
By [Signature] PRESIDENT

Wanda J. Karis
Printed Name: WANDA J. KARIS

Brooke L. Bevier
Printed Name: BROOKE L. BEVIER

By: Katherine M. Mundy
Secretary
Printed Names and Address:
J.E. MUNDY - 1188 BONNY BANK CRT. OAKVILLE, ON CANADA L6M1V6
Katherine M. Mundy
1188 BONNY BANK CRT. OAKVILLE, ONT. CANADA L6M1V6

PROVINCE
STATE OF ONTARIO
TOWN
COUNTY OF OAKVILLE

The foregoing instrument was acknowledged before me this 3RD day of August, 1992 by Katherine Mundy and Jane Mundy. He/she/they is/are personally known to me. Yes
Yes ~~has~~ produced a photo as identification and did not take an oath and signed on behalf of 963524 Ontario Inc.

W. Grant Buchanan-Terrell
Printed Name:
Notary Public Province of Ontario
State of Florida Solicitor
My Commission Expires: n/a.

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 14-E of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Gayle Weaver
Printed Name: _____

By: Sam J. Migliore

Samuel Walsh
Printed Name: SAMUEL WALSH

Printed Name: _____

By: Sam J. Migliore
Printed Name and Address: _____

Printed Name: _____

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 26th day of July, 1992 by Sam Migliore and Gayle Weaver. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 25, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 20A of VINEY ARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67-74 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

signed in the presence of:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: Frank L. Lesko
206 Silverdo Dr.
Naples, FL

By: _____

Printed Names and Address: _____

STATE OF Illinois

COUNTY OF Champaign

The foregoing instrument was acknowledged before me this 20th day of JULY, 1992 by Frank Lesko and XXXXXXXXXXXXXXXXXXXX. He/she/they is/are personally known to me or has (vs) produced a Drivers License as identification and did/~~did not~~ take an oath.



Janet A. Mennenga
Printed Name: Janet A. Mennenga
Notary Public
State of Florida JOP
My Commission Expires: 7/27/94

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JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) attached of Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 86-88 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration. See 36-115A

Signed in the presence of:

Wanda J. Rakis
Printed Name: WANDA J. RAKIS
Bronk D. Beiler
Printed Name: BRONK D. BEILER

By: Lawrence Q. Mullins
Agent for
MICHAEL PROCACCI and
JOSEPH PROCACCI, OWNERS
98 Vineyards Blvd.
Naples, FL 33999

Printed Name: _____

By: _____

Printed Name: _____

Printed Names and Address:
Lawrence Q. Mullins, President
Vineyards Development Corp.

Vineyards Development Corporation
98 Vineyards Boulevard
Naples, Florida 33999

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 26 day of August, 1992 by Lawrence Q. Mullins ~~as~~ President of Vineyards Dev. Corp. ~~is/are~~ personally known to me or has(ve) produced a N/A as identification and ~~did~~/did not take an oath.

Wanda J. Rakis
Printed Name: Wanda J. Rakis
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES MARCH 14, 1993
BONDED THRU BUCKLEBERRY & ASSOCIATES

JOINDER BY OWNERS OF LOTS

The undersigned owner(s) of Lot(s) 13-1 of The Vineyards, Unit One according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Terry A. Laurie
Printed Name: Terry A. Laurie

By: William G. Deiter
William G. Deiter

Mary Lou Dunningan
Printed Name: Mary Lou Dunningan

By: Ann R. Deiter
Ann R. Deiter
Printed Name and Address:
P.O. Box 15
Chedds Ford, PA 19317

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of October, 1992, by William G. Deiter and Ann R. Deiter. He/she/they is/are personally known to me or has(ve) produced a drivers licenses as identification and did/did not take an oath.

Mary Lou Byers
Printed Name: Mary Lou Byers
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

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Lot 14, Block B, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Page 67, Public Records of Collier County, Florida.

Lot 28, Block D, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

Lots 11, 12, 13, 23, 24, 25, 26, 27, and 28, Block E, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

Lots 1, 8, 9, 11, 12 and 13, Block F, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

Lots 9, 11, 12, 13 and 14, Block G, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

Lots 1, 4, 6, 7, 8, 11, 13, 14, 15, 16, 17, 19, 20, 21 and 22, Block H, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 18, 19, 23, 24 and 27, Block I, a Replat of Tract K, The Vineyards, Unit One, according to the Plat thereof recorded in Plat Book 14, Pages 86 through 88 inclusive, of the Public Records of Collier County, Florida.

36-115A

Recorded and Verified
in Office Records of
COLLIER COUNTY, FLORIDA/
JAMES C. ...

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RECORDED

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALLEY OAK AT THE VINEYARDS**

01636645
COLLIER COUNTY

↓
PLEASE RETURN TO:
Terry A. Lurie, Esquire
TERRY A. LURIE, P.A.
98 Vineyards Boulevard
Naples, Florida 33999
(813) 353-0020

Best Image Available

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**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALLEY OAK AT THE VINEYARDS**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made this 15th day of OCTOBER, 1992 by VINEYARDS DEVELOPMENT CORPORATION, JOSEPH G. PROCACCI, and MICHAEL J. PROCACCI (collectively, the "Declarant").

STATEMENT OF BACKGROUND INFORMATION

A. The Declaration of Neighborhood Covenants, Conditions and Restrictions for Valley Oak at The Vineyards is recorded in O.R. Book 1301, Pages 812 through 821 of the Public Records of Collier County, Florida the ("Valley Oak Supplemental Declaration").

B. The Declarant, under the Valley Oak Supplemental Declaration, reserved the power to amend the same and by this Supplemental Declaration hereby amends and restates the Valley Oak Supplemental Declaration.

C. This Supplemental Declaration shall be a Supplement governing construction and use restrictions within the Valley Oak Subdivision legally described on Exhibit A attached hereto and incorporated herein ("Valley Oak").

STATEMENT OF DECLARATION

NOW, THEREFORE, Declarant declares that Valley Oak shall be held, transferred, sold, conveyed, and occupied subject to the Master Declaration and this Supplemental Declaration.

**ARTICLE I
DEFINITIONS**

Unless otherwise defined herein, terms used as defined terms herein shall have the meaning ascribed to them in the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples, recorded or to be recorded in the Public Records of Collier County, Florida (the "Master Declaration").

**ARTICLE II
USE RESTRICTIONS**

2.1 **Single Family Construction.** All of the lots described on the Plats applicable to Valley Oak ("Lots") shall be used only for single family residence purposes as permitted by applicable law, and in accordance with the Master Community Documents.

2.2 **Partition or Combination of Lots.** No Lot within Valley Oak may be partitioned except as provided herein. Whether partitioned, combined, or unchanged, each Lot shall be

conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law, by the Master Community Documents and this Supplemental Declaration, including, but not limited to, the Owner's membership in the Association, and the liability for all Assessments. Lots within Valley Oak may be subdivided into two (2) or more Lots only to increase the size of the adjacent Lots. Lots within Valley Oak may be combined with one (1) or more additional Lots for purposes of constructing one single family residence thereon. Any subdivision or combination of Lots within Valley Oak shall be undertaken only with the written consent of the Board of Directors of the Association and after full compliance with all zoning and subdivision regulations.

2.3 Damage or Destruction on Lots. In the event of damage or destruction to the Improvements located on any Lot within Valley Oak, the Owner thereof shall promptly (a) repair and restore the damages Improvements to their condition existing prior to such damage or destruction, (b) rebuild according to plans approved pursuant to the MC (Modification Committee) of the Master Association, or (c) in the event of a total destruction to substantially all of the structures on a Lot within Valley Oak, the Owner may elect to remove all Improvements on that Lot and landscape the Lot in accordance with a plan approved by the MC. If such repair and restoration or removal is not commenced within ninety (90) days from the date of such damage or destruction, then the Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than five hundred dollars (\$500) per day on the Owner of the Lot until repair and reconstruction or removal is commenced. Each Owner shall diligently proceed with all repair and reconstruction or removal, and, if repair and reconstruction or removal is commenced, it shall be completed in a businesslike and continuing manner within one (1) year from the date of damage or destruction. If the construction or repair of the damaged Improvements is prevented in whole or in part by any law, rules, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Owner whether or not specifically mentioned herein, the time for performance shall be extended to the extent reasonably necessary. The Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than five hundred dollars (\$500) per day on the Owner of such Lot until repair and reconstruction or removal is recommenced. Such fine shall be an Individual Assessment.

2.4 Abandoned, Inoperable, Commercial, Recreational or Oversized Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Lots. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Lot by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized"

vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans, shall be permitted to be parked or to be stored on any Lot within Valley Oak, except in an enclosed garage. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules of the Association, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be ground for relief of any kind.

2.5 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of trash and refuse and all such receptacles shall be kept within an enclosed structure, and shall not emit obnoxious or foul odors; provided, however, that during the night preceding collection and the day of trash collection, receptacles may be placed curbside.

2.6 Construction Regulations. All Owners and their contractors who are constructing Improvements shall comply with the construction regulations of the Design Standards and Guidelines adopted, from time to time, by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Valley Oak at anytime; the conservation of landscape materials; and fire protection.

2.7 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

2.8 Annoying Lights, Sounds or Odors. No light, sound or odor shall be emitted from any Lot which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted. Any security lights or bells, whistles, horns, etc. ... shall not be a nuisance to others.

2.9 **Pools.** No above-ground pools shall be erected, constructed or installed on any Lot.

2.10 **Fences.** No dog runs, animal pen or fences of any kind will be permitted on any Lot except as approved pursuant to the architectural review and approval process contained in the Master Community Documents.

Any Lot within Valley Oak adjacent to the golf course shall only be permitted to have opaque fences approved pursuant to the architectural review and approval process under the Master Community Documents. Illustrations of appropriate fencing materials, style and height shall be described in the Design Standards and Guidelines of the NCC (New Construction Committee). The intent of this restriction is to permit open views to the golf course and lakes.

2.11 **Playground and Basketball Equipment.** No jungle gyms, swing sets or other playground equipment including, but not limited to, basketball hoops and backboards shall be permitted on any Lot within Valley Oak except as approved pursuant to the architectural review and approval process contained in the Master Community Documents. No roadway or right-of-way shall be used as a basketball court, and no basketball hoops and basketball backboards shall be permitted on any portion of the Lot within Valley Oak abutting a roadway or right-of-way.

2.12 **Window Coverings.** Windows in any building which have window coverings shall have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Modification Committee of the Association. Reflective window coverings are prohibited.

2.13 **Nuisance.** No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within Valley Oak, nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to others.

2.14 **Leasing.** The Owner of a Lot within Valley Oak shall have the right to lease the Lot and the occupiable Improvements thereon (collectively, the "Home") subject to the following conditions and the terms of the Rules of the Association.

2.14.1 All leases shall be in writing and for each Home there shall be no more than one (1) lease per calendar year;

2.14.2 The lease shall be specifically subject to the Master Community Documents and any failure of a tenant to comply with the Master Community Documents shall be a default under the lease; and

2.14.3 The Owner shall be liable for any violation of the Master Community Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

2.15 **Hazardous Materials.** Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the

"Environmental Laws"). Environmental Laws shall include, but are not limited to, those hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Lot any Hazardous Materials except in compliance with the Environmental Laws.

2.16 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Lot within Valley Oak unless the same complies with the Standards and Guidelines established pursuant to the Master Community Documents and has been approved by the Association, except as may be required to legal proceedings. The Association reserves the right to restrict the size, color, lettering, height, material and location of signs.

2.17 Models and Sales Offices. So long as Declarant owns property in the Vineyards for development, Declarant may permit one or more Lots in Valley Oak to be used or maintained as a sales office or for model homes, provided that Declarant has given written permission therefor.

2.18 Lake Access Tract. Tract A, according to the Plat of The Vineyards Unit One, may be used for access to Tract L-4 and for recreational activities. No motor or power driven vehicle or cycle may be operated over or across such Tracts except for purposes of maintaining such Tracts. All Owners within the Vineyards may use any walkways and bicycle paths that may be constructed on such Tracts by Declarant or the Association.

2.19 Use of Lake. Owners of Lots in Valley Oak and their tenants and invited guests may use Tract A and the water body portion of Tract L-4 for limited recreational purposes, provided that such use does not interfere with the use of such Tracts for water management purposes. The Association may impose reasonable restrictions upon the use of such Tracts for recreational purposes. No boats or other water craft powered by gasoline or diesel fuel shall be permitted on Tract L-4. All boats or other water craft must be less than eighteen (18) feet in length. Neither the Declarant nor the Association assume any responsibility for injury or damages resulting from the use of such Tracts for recreational purposes and each Owner who uses or whose tenants or guests use such Tracts for recreational purposes agrees to hold the Declarant and Association harmless and indemnify them from any liability resulting from such use.

ARTICLE III
BUILDING AND SITE RESTRICTIONS

3.1 Minimum Setbacks.

3.1.1 No dwelling unit or building shall be erected within the following minimum setback lines:

- i. FRONT - 25 feet
- ii. REAR - 25 feet

iii. SIDE - 7½ feet for 1 story, 10 feet for 2 story dwellings

3.1.2 All setbacks shall be measured from the boundary line of the Lot except when two or more Lots are acquired and used as a single building site for one single family residence, in which event the side setback shall refer only to the line bordering on the adjoining property.

3.1.3 At the time building plans are approved by NCC (New Construction Committee), variations to the above setbacks may be allowed by NCC for corner and odd-shaped Lots provided that the setbacks for such Lots are as near as possible to the above setback requirements.

3.1.4 The Declarant may also allow variances from the above setback requirements for decks, screen enclosures, fences, retaining walls and decorative Improvements.

3.1.5 Driveways shall be at least seven and one-half (7½) feet from the side and rear Lot boundary, unless a shorter distance is approved by the NCC.

3.1.6 In addition to the above setback requirements, the NCC reserves the right to control and decide the precise location of any dwelling unit or other Improvement upon all Lots for aesthetic, ecological, topographical and energy considerations, as part of the architectural review and approval process outlined in the Master Community Documents.

3.2 Minimum Square Footage.

3.2.1 Lots. All dwelling units in Valley Oak shall contain a minimum of 2,000 square feet of total enclosed living area.

3.2.2 Enclosed Area. Enclosing living area means the total enclosed floor area within the horizontal dimensions of each level of a dwelling, excluding garages, terraces, decks and porches.

3.3 Height. No dwelling unit or structure shall exceed 30 feet in height above the existing elevation of the Lot as delivered by Declarant unless approved in writing by the NCC.

3.4 Garages. Each detached dwelling unit must have an enclosed garage for not less than two (2) and not more than three (3) automobiles. Garage doors must be equipped with automatic closures and garage doors must be kept closed except when being actively used by Owner or other occupant of the dwelling unit.

3.5 Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached or attached single family dwelling and one (1) small one-story accessory building, which may include a detached private garage or pool house, provided that the accessory building does not overcrowd the Lot as determined by the NCC. The accessory building may not be rented or leased except as part of the entire premises, including the main dwelling unit.

3.6 Roofs. Roofs shall have a minimum of 5 in 12 slope and shall be constructed of flat or barrel tile, asphalt shingle, cedar shakes or shingles, slate or metal, all as defined by common usage in Collier County. In the event that some other new or attractive material for roofing surfaces is desired, the NCC may, in its sole discretion, approve the use of such material. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

3.7 Landscape.

3.7.1 In order to promote Valley Oak as a quality environment, each Owner shall attractively landscape his Lot, in conjunction with the construction of a residence thereon. Landscape plans shall be submitted to the NCC for approval.

3.7.2 Each Owner's landscape plans, including any plans for vegetation removal or alternation, will be reviewed as part of the building approval process outlined in the Declaration.

3.8 Burning. Burning trash or garbage shall not be allowed on any Lot within Valley Oak.

3.9 Irrigation. Each Lot within Valley Oak shall have an underground central sprinkler system for all landscaped areas, with the exception of small patios and the like. Each Lot within Valley Oak shall connect to the central irrigation water system and shall be responsible for paying the requisite fees and charges in connection with the provision of irrigation water.

**ARTICLE IV
EASEMENTS**

An easement over those portions of the Lots specified in the schedule contained in this paragraph, which are contiguous to and within ten (10) feet of the Vineyards golf course is hereby reserved unto the Declarant, its successors, assigns, and grantees, for the purpose of maintenance and landscaping. Such maintenance and landscaping may include but not be limited to regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. The above described maintenance and landscaping rights shall apply to the entire Lot until the Owner of such Lot has filed with the NCC a landscaping plan for such Lot, or a dwelling unit has been constructed on the Lot. The easement and rights created by this Section shall not place any affirmative obligation on the Declarant to maintain or landscape any Lot or portion thereof. The Declarant or its assigns shall provide the Owner with a description of the work to be done at least ten (10) days in advance of performing such work.

SCHEDULE

<u>Block</u>	<u>Lots</u>
A	3,4,5,15,16,17,18,19,20,21,22,23,24

D	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24,25,26
E	4,5
F	19,20,21,22,23,24,25,26,27
G	6,7,8,9,10,11,12,13,14,15

ARTICLE V
GENERAL PROVISIONS

5.1 **Property Units.** In accordance with the Master Declaration, the Declarant assigns one (1) Unit to each Lot for a total of two hundred twenty three (223) Units in Valley Oak.

5.2 **Conflict.** The provisions of this Supplemental Declaration shall be supplementary and in addition to the provisions of the Master Declaration. In the event any conflict among the provisions of the Master Declaration and the provisions of this Supplemental Declaration, the Declarant reserves the right and the power to resolve any such conflict, and its decision shall be final.

5.3 **Amendment.**

5.3.1 So long as the Declarant owns land in The Vineyards for development, the Declarant may, in its sole discretion, modify, amend, waive or add to this Supplemental Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way conflict with the general and uniform plan of development originally set forth herein.

5.3.2 The execution and recordation of this Supplemental Declaration shall not be construed to require Declarant to subject any of the lands within The Vineyards other than those subjected hereby to the covenants, conditions and restrictions or other provisions of this Supplemental Declaration or any other recorded instrument.

5.4 **Declaration Runs with the Land.** The covenants, conditions, restrictions and other provisions under this Supplemental Declaration shall run with the land and bind the property within Valley Oak and shall insure to the benefit of and be enforceable by the Declarant for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of five (5) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then Owners of sixty percent (60%) of the Lots in Valley Oak agreeing to the termination or modification.


5.5 **Enforcement.** In addition to the Declarant's and Association's rights under the Master Declaration, the Declarant, the Association, and any owner of a Unit within Valley Oak

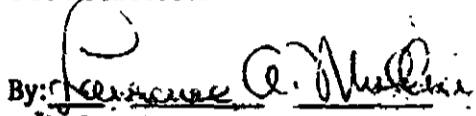
or any of them jointly or severally, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance to the terms hereof. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of such right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any portion of this Supplemental Declaration shall in no way affect or invalidate the remainder of this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration as of the day first above writt.

Signed, sealed and delivered:
in the presence of:

VINEYARDS DEVELOPMENT
CORPORATION



Printed Name: Terry A. Lurie

By: 
Its: President


Printed Name: Mary Lou Dunnigan

Printed Name and Address:
Laurence A. Mullins
98 Vineyards Boulevard
Naples, Florida 33999

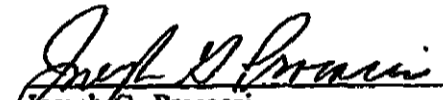

Printed Name: Terry A. Lurie


Michael J. Procacci
Printed Address:


Printed Name: Mary Lou Dunnigan

98 Vineyards Boulevard
Naples, Florida 33999


Printed Name: Terry A. Lurie


Joseph G. Procacci
Printed Address:


Printed Name: Mary Lou Dunnigan

98 Vineyards Boulevard
Naples, Florida 33999

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STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Laurence A. Mullins President of Vineyards Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a n/a as identification and did/did not take an oath.

Mary Lou Breaux
Printed Name: Mary Lou Breaux
Notary Public
State of Florida
My Commission Expires:

STATE OF FLORIDA

COUNTY OF COLLIER

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

The foregoing instrument was acknowledged before me this 1st day of October, 1992 by Michael J. Procaccia, who is personally known to me or who has produced a n/a as identification and who did/did not take an oath.

Mary Lou Breaux
Printed Name: Mary Lou Breaux
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL INS. UND.

1763
OR BOOK

001224
PAGE

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of October,
1992 by Joseph G. Procacci, who is personally known to me or who has produced a
n/a as identification and who did/did not take an oath.

Mary Lou Breck
Printed Name: Mary Lou Breck
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BONDED THRU GENERAL 145 1992

1763
OR BOOK

001225
PAGE

JOINDER OF FIDELITY BANK, N.A.

FIDELITY BANK, N.A., a National Banking Association, as Mortgagee of a Mortgage on a portion of the Lots, hereby joins in this Declaration.

Signed, sealed and delivered
in the presence of:

FIDELITY BANK, N.A.

Deborah M. Hamer
Printed Name: Deborah M. Hamer

By: [Signature]
Its: Vice President

Tina L. Striber
Printed Name: Tina L. Striber

Printed Name and Address:
C. Tomlinson Kline III
Deed 1 Walnut St.
Phila, PA 19109

STATE OF Pennsylvania

COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 24th day of September, 1992 by C. Tomlinson Kline III as Vice President of Fidelity Bank, N.A., a National Banking Association, on behalf of said banking association. He/she is personally known to me or has produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: Lisa A. Guzik
Notary Public
~~State of Florida~~
My Commission Expires:

NOTARIAL SEAL
LISA A. GUZIK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 24, 1993

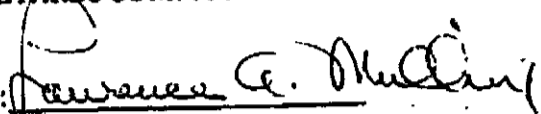
JOINDER BY THE VINEYARDS COMMUNITY ASSOCIATION, INC.

The Vineyards Community Association, Inc. hereby joins in this Supplemental Declaration.

Signed in the presence of:

THE VINEYARDS COMMUNITY ASSOCIATION, INC.


Printed Name: Terry A. Lurie

By: 
Its: President

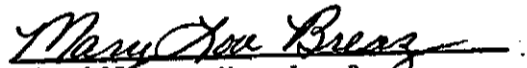

Printed Name: Mary Lou Dupnigan

Printed Name and Address:
Laurence A. Mullins
98 Vineyards Boulevard
Naples, Florida 33999

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17 day of October, 1992 by Laurence A. Mullins President of The Vineyards Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced a n/a as identification and did/did not take an oath.


Printed Name: Mary Lou Breaux
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1993
BOOKED THRU GENERAL INS. UND.

091592
vineyards\valleyoak\supplemental.dec

1789
OR BOOK

001227
PAGE

VALLEY OAK SUBDIVISION DESCRIPTION

All of Blocks A, B, and C and all of Tract J & K in The Vineyards Unit One, as recorded in Plat Book 14, Pages 67 through 74, inclusive, of the Public Records of Collier County, Florida; and all of Blocks D, E, F, G, H and I, a Replat of Tract K of the Vineyards Unit One, as recorded in Plat Book 14, Pages 86 through 88, inclusive, of the Public Records of Collier County, Florida.

Exhibit "A"

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAN 11 1988

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Terry A. Lurie, Esquire
TERRY A. LURIE, P.A.
98 Vineyards Boulevard
Naples, Florida 33909

01727559
COLLIER COUNTY

1993 AUG -5 AM 8:05
RECORDED

REC 2900
PRM 300
DC: _____
INT _____
IND 800

SUPPLEMENTAL RECORDING AFFIDAVIT

Before me this day personally appeared LAURENCE A. MULLINS as President of the VALLEY OAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for profit corporation, who, being duly sworn, deposes and says:

OR BOOK
1852

1. That I am the president of the Valley Oak Homeowners Association, Inc., and that I have personal knowledge of the facts recited in this affidavit.
2. That the Joinder By Owners of Lots attached hereto and made a part hereof and marked as Exhibits 36-117 through 36-122, were duly executed by the lot owner(s) as indicated thereon, each of which consent to membership in the Valley Oak Homeowners Association, Inc., and are hereby made a part of the Declaration of Covenants, Conditions and Restrictions for Valley Oak.

PAGE
001475

Laurence A. Mullins

Laurence A. Mullins

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of July, 1993 by Laurence A. Mullins. He is personally known to me or has produced N/A as identification and who X did did not take an oath.

Best Image Available
Printed Name of Notary: Sandra A. Walsh
Notary Public

My Commission Expires:

(SEAL)

```

*****
"OFFICIAL NOTARY SEAL"
SANDRA A. WALSH
Notary Public, State of Florida
Commission No. CC247558
My Commission Expires 12/21/96
Bonded Through Fla. Notary Service & Bonding Co.
I-9821-NOTARY
*****

```

1852

001476

OR BOOK

PAGE

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 4 of Block A, Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67-74 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

[Signature]
WALTER H. PIENIA
Printed Name:

By: _____

[Signature]
Printed Name: WALTER H. PIENIA

[Signature]
Printed Name: SCOTT STONIER

By: [Signature]

Printed Names and Address:
WALTER H. PIENIA
255 Stonegate Court
Naples, FL 33999

Printed Name: _____

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 1 day of July, 1993 by Walter Pienia and Scott Stonier. He/she/they is/are personally known to me or has(ve) produced a Deed as identification and did/did not take an oath.

[Signature]
Printed Name: Abbie B. Dubin
Notary Public
State of Florida
My Commission Expires

Abbie B. Dubin
STATE OF FLORIDA
Notary Public
My Comm Exp: 9/19/94
BONDED

Abbie B. Dubin
STATE OF FLORIDA
Notary Public
My Comm Exp 9/19/94
BONDED

1852

001477

OR BOOK

PAGE

JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 12 of Block b, The Vineyards Unit One according to the Plat thereof recorded in Plat Book 814, Page 80 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Rosena Kukulinski
Printed Name: Rosena Kukulinski
Maggie L. Forbes
Printed Name: MAGGIE L. FORBES

By: X [Signature]

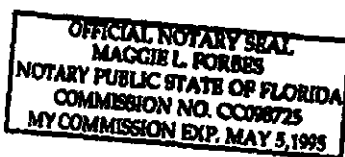
Rosena Kukulinski
Printed Name: Rosena Kukulinski
Maggie L. Forbes
Printed Name: MAGGIE L. FORBES

By: X [Signature]
Printed Names and Address:
Jerry D Pierick
Lucy A Pierick
2445, Iverado Dr
Naples, FL 33997

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19th day of April, 1998 by Jerry Pierick and Lucy A Pierick. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name _____
Notary Public
State of Florida
My Commission Expires:



1852

001478

OR BOOK

PAGE 1

JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 21 Block A of The Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67-74 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Barbara Myers
Printed Name: Barbara Myers

By: James A. Warnken

Printed Name: _____

Barbara Myers
Printed Name: Barbara Myers

(By: Karen M Warnken

Printed Names and Address:

James A Warnken
Karen M warnken
208 Silverado Drive
Naples FL 33999

Printed Name: _____

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14th day of December, 1992 by James Warnken and Karen Warnken He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

James A. Warnken
Printed Name: James A. Warnken
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: August 26, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

1852

001479

JOINDER BY OWNERS OF LOTS

PAGE:

The undersigned Owner(s) of Lot(s) 1 of Block I, VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Jay H. Giardinia
Printed Name: JAY H. GIARDINIA

By: _____

Dense H. Giardinia
Printed Name: DENSE H. GIARDINIA

Barbara Myers
Printed Name: _____

By: _____

Barbara Myers
Printed Name: _____

Printed Names and Address:
212 MONTELEONE DR.
NAPLES, FL 33997

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 15th day of January, 1992 by Jay Giardinia and Dense Giardinia. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

Gayle A. Weaver
Printed Name: Gayle A. Weaver
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: August 23, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OR BOOK
JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) 20 of Block E, The Vineyards Units, according to the Plat thereof recorded in Plat Book 14, Page 86 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

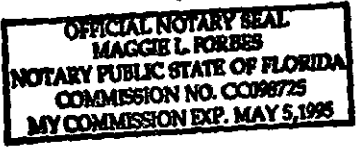
[Signature]
Printed Name: Marygrove Church By: Norma J. York
[Signature]
Printed Name: MAGGIE L. FORBES

[Signature] - By: James A. York
Printed Name: Marygrove Church Printed Names and Address:
[Signature] JAMES A + NORMA J YORK
Printed Name: MAGGIE L FORBES SP4J - CLOUDSTONE CT
NAPLES, FL 34104

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 3rd day of MAY, 1993 by NORMA J YORK and JAMES A YORK. He/she/they is/are personally known to me or has(ve) produced a _____ as identification and did/did not take an oath.

[Signature]
Printed Name: MAGGIE L. FORBES
Notary Public
State of Florida
My Commission Expires:



1852

001481

JOINDER BY OWNERS OF LOTS

PAGE:

The undersigned Owner(s) of Lot(s) 23, Block A of The Vineyards Unit One according to the Plat thereof recorded in Plat Book 14, Page 67-74 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Mary B. Brown
Printed Name: Mary B. Brown
James Landi
Printed Name: James Landi

By: X William J. Aughton

Mary B. Brown
Printed Name: Mary B. Brown
James Landi
Printed Name: James Landi

By: X Maureen P. Aughton
Printed Names and Address:
X William G. Aughton
Maureen P. Aughton
212 Silverado Drive
Naples, FL 33942

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 2 day of July, 1993 by William and Maureen. He/she/they is/are personally known to me or has(ve) produced a as identification and did/did not take an oath.

Mary B. Brown
Printed Name: Mary B. Brown
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Dec. 18, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

36
36-122

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
Dwight E. Brock, Clerk

01727560

1993 AUG -5 AM 8:06

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

COLLIER COUNTY

RECORDED

Terry A. Lurie, Esquire
TERRY A. LURIE, P.A.
38 Vineyards Boulevard
Naples, Florida 33999

12
23
100



SUPPLEMENTAL RECORDING AFFIDAVIT

Before me this day personally appeared **LAURENCE A. MULLINS** as President of the **VALLEY OAK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for profit corporation, who, being duly sworn, deposes and says:

1. That I am the president of the Valley Oak Homeowners Association, Inc., and that I have personal knowledge of the facts recited in this affidavit.
2. That the Joinder By Owners of Lots attached hereto and made a part hereof and marked as Exhibits 36-123 AND 124, were duly executed by the lot owner(s) as indicated thereon, each of which consent to membership in the Valley Oak Homeowners Association, Inc., and are hereby made a part of the Declaration of Covenants, Conditions and Restrictions for Valley Oak.

OR BOOK 1852
PAGE 001482

Laurence A. Mullins

Laurence A. Mullins

STATE OF FLORIDA
COUNTY OF COLLIER

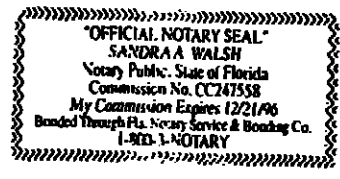
The foregoing instrument was acknowledged before me this 27 day of July, 1993 by Laurence A. Mullins. He is personally known to me or has produced N/A as identification and who X did did not take an oath.

Sandra A. Walsh

Sandra A. Walsh

Best Image Available

My Commission Expires: _____
Printed Name of Notary: Sandra A. Walsh
Notary Public (SEAL)



JOINER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) C-14 of VINEYARDS, UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

OR BOOK 1852

Althea Dure
Printed Name: Althea Dure
Lucia K. Williams
Printed Name: Lucia K. Williams

By: [Signature]

Printed Name: _____

Printed Name: _____

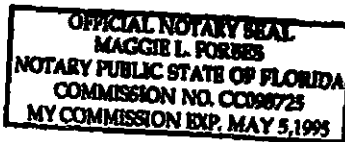
By: Patricia G. Fitzpatrick
Printed Names and Address:
THOMAS M. FITZPATRICK
PATRICIA A. FITZPATRICK
203 Mcleary

PAGE 001483

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20 day of July, 1998 by Thomas M. Fitzpatrick and Patricia A. Fitzpatrick He/she/they is/are personally known to me or has/ve produced a PA Dowers as identification and did/did not take an oath.

[Signature]
Printed Name: _____
Notary Public
State of Florida
My Commission Expires:



JOINDER BY OWNERS OF LOTS

The undersigned Owner(s) of Lot(s) C-5 of VINEYARDS UNIT ONE according to the Plat thereof recorded in Plat Book 14, Page 67 of the Public Records of Collier County, Florida hereby joins in this Declaration for the purpose of subjecting such Owner's Lot(s) to this Declaration.

Signed in the presence of:

Maggie L. Forbes
Printed Name: MAGGIE L. FORBES

By: Robert C Elliott

Margerie C. Reul
Printed Name: Margerie C. Reul

Printed Name: _____

By: Robert C Elliott

Printed Names and Address:
ROBERT C ELLIOTT
1815 Montecito
Naples FL 33999

Printed Name: _____

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15 day of July, 1998 by Robert C. Elliott and he/she/they is are personally known to me or has(ve) produced a Florida Drivers License as identification and did/did not take an oath.

Abbie B. Dubin
Printed Name: Abbie B. Dubin
Notary Public
State of Florida
My Commission Expires:



1852
OR BOOK
001484
PAGE 5

**SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VALLEY OAK AT THE VINEYARDS**

The Declaration of Covenants, Conditions and Restrictions for Valley Oak (the "Declaration") was recorded in Official Records Book 1763, page 1051, et. seq., in Public Records in Collier County, Florida.

In accordance with the Declaration, Owners of lots in Valley Oak may subject their lots to the Declaration.

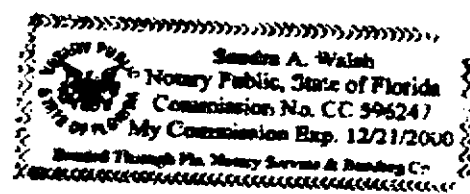
As such, the undersigned Owner(s) of Lot 6, BKK in Valley Oak, 187 Monterey Drive, in accordance with the Declaration, hereby join in the Declaration for the purpose of subjecting said Lot to the Declaration.

Witness:
[Signature]
Print Name: Robert Rogers
[Signature]
Print Name: LINDA S. CARRS
[Signature]
Print Name: LINDA S. CARRS
[Signature]
Print Name: Robert Rogers

Owners: [Signature]
By: Marsha Damiano
[Signature]
By: Larry Damiano
Address: 187 Monterey Drive
Naples FL 34119

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 23rd day of September 1998 by Marsha Damiano and Larry Damiano who are personally known to me or has(ve) produced a N/A as identification and did/did not take an oath.



[Signature]
Notary
State of Florida

FORMER RECORDS DIVISION OF COLLECTIVE SUPPLEMENT 9790

Best Image Available

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
11/13/2000 at 12:02PM DWIGHT B. BROCK, CLERK

RBC FEE 5.00

Return to:
ROBERT F. ROGERS
98 VINEYARDS BLVD.
NAPLES, FL 34119

Retn:
ROBERT ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VALLEY OAK AT THE VINEYARDS

The Declaration of Covenants and Restrictions for Valley Oak (the "Declaration") was recorded in Official Records Book 1763, page 1051, et seq., in Public Records in Collier County, Florida.

In accordance with the Declaration, Owners of lots in Valley Oak may subject their lots to the Declaration.

As such, the undersigned Owners(s) of Lot 6, Block G, 253 Monterey Drive, in Valley Oak, a subdivision of Tract K, THE VINEYARDS, UNIT ONE, according to the Plat thereof recorded in Plat Book 14, pages 86 through 88, of the Public Records of Collier County, Florida, hereby join in the Declaration for the purpose of subjecting said Lot to the Declaration.

Witnesses:

Owner:

Deborah Farris

Donald E. Britton

Deborah Farris

Donald E. Britton

Dina Theriac

Nanette C. Britton

Dina Theriac

Nanette C. Britton

Dina Theriac

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 9th day of November, 2000 by Donald E. Britton who is personally known to me or has produced as identification and did/did not take an oath.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 9th day of November, 2000 by Nanette C. Britton who is personally known to me or has produced as identification and did/did not take an oath.



Robert Rogers
MY COMMISSION # CC912116 EXPIRES
March 19, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Notary

*** 2732712 OR: 2760 PG: 3073 ***

Return to:
ROBERT F. ROGERS
98 VINEYARDS BLVD.
NAPLES, FL 34119

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/02/2001 at 03:05PM DWIGHT H. BURCK, CLERK
REC FEE 6.00

Retn:
ROBERT F ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VALLEY OAK AT THE VINEYARDS

The Declaration of Covenants and Restrictions for Valley Oak (the "Declaration") was recorded in Official Records Book 1763, page 1051, et seq., in Public Records in Collier County, Florida.

In accordance with the Declaration, Owners of lots in Valley Oak may subject their lots to the Declaration.

As such, the undersigned Owners(s) of Lot 26, Block F, 267 Monterey Drive, in Valley Oak, a subdivision of Tract K, THE VINEYARDS, UNIT ONE, according to the Plat thereof recorded in Plat Book 14, pages 86 through 88, of the Public Records of Collier County, Florida, hereby join in the Declaration for the purpose of subjecting said Lot to the Declaration.

Witnesses:

[Signature]
[Signature]
[Signature]
[Signature]

Owner:

[Signature]
Alistair Spackman
[Signature]
Nancy Spackman

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this ___ day of Dec 29, 2000 by Alistair Spackman who is personally known to me or has produced as identification and did/did not take an oath.

State of Florida
County of Collier



Robert Rogers
MY COMMISSION # CCF12116 EXPIRES
March 19, 2004
POWERED BY THE FLSA BOARD OF REGISTRY, INC.

The foregoing instrument was acknowledged before me this ___ day of Dec 29, 2000 by Nancy Spackman who is personally known to me or has produced as identification and did/did not take an oath.

Notary

P:\USERS\SANDY\SUPPLINE.VPD



Robert Rogers
MY COMMISSION # CCF12116 EXPIRES
March 19, 2004
POWERED BY THE FLSA BOARD OF REGISTRY, INC.

Return to:
ROBERT F. ROGERS
98 VINEYARDS BLVD.
NAPLES, FL 34119

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VALLEY OAK AT THE VINEYARDS

The Declaration of Covenants and Restrictions for Valley Oak (the "Declaration") was recorded in Official Records Book 1763, page 1051, et seq., in Public Records in Collier County, Florida.

In accordance with the Declaration, Owners of lots in Valley Oak may subject their lots to the Declaration.

As such, the undersigned Owner(s) of Lot 7, Block B, in Valley Oak, a subdivision of Tract K, THE VINEYARDS, UNIT ONE, according to the Plat thereof recorded in Plat Book 14, pages 86 through 88, of the Public Records of Collier County, Florida, hereby join in the Declaration for the purpose of subjecting said Lot to the Declaration.

Witnesses:

[Signature]
[Signature]
[Signature]

Owner:

[Signature]
[Signature]

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 3rd day of May, 2001 by Michael R. Smith, who is personally known to me or has produced as identification and did/did not take an oath.

[Signature]
Notary

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 3rd day of May, 2001 by Sharon Packer Smith, who is personally known to me or has produced as identification and did/did not take an oath.

[Signature]
Notary



Elvira Puente
Commission # GC 884410
Expires Oct. 31, 2003
Bonded Thru
Atlantic Bonding Co., Inc.



Elvira Puente
Commission # GC 884410
Expires Oct. 31, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Return:
ROBERT F. ROGERS
98 VINEYARDS BLVD
NAPLES FL 34119

*** 2790518 OR: 2819 PG: 1993 ***
RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL REC 218
05/04/2001 AT 02:55PM DWIGHT B. BROCK, CLERK

6.00