

01798128  
COLLIER COUNTY

96 MAR 16 PM 12:33

001923

000293

RECORDED

OR BOOK

PAGE

DECLARATION OF CONDOMINIUM  
OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM

MADE this 8<sup>th</sup> day of March, 1994, by ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership, hereinafter called the "Developer", for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

**PLAN OF DEVELOPMENT.** CONCORD AT THE VINEYARDS, A CONDOMINIUM, is located within a development known as the Vineyards. All of the property located in the Vineyards is subject to certain restrictions and regulations as provided in the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards dated October 21, 1992 and recorded in O.R. Book 1765, Page 1128, of the Public Records of Collier County, Florida, herein referred to as the "Master Declaration".

The Master Declaration provides that each individual condominium association located in the Vineyards shall assess and collect assessments established by the Vineyards Community Association, Inc., herein referred to as the "Master Association", which is a Florida not-for-profit corporation formed for the purpose of enforcing the provisions of the Master Declaration. The assessments established by the Master Association are used for the improvement, maintenance, enhancement and operation of the Master Association property and to provide services which the Master Association is authorized or required to provide including but not limited to the payment of taxes and insurance on the Master Association property, construction of improvements, repair or replacement of Master Association property, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the assessments is set by the Board of Directors of the Master Association and the assessments are allocated among each individual Association located in the Vineyards.

The Condominium may be developed in nine Phases pursuant to F.S. 718.403 with Phases One and Nine consisting of the real property described in Exhibit "A" attached hereto. Exhibit "B" contains the legal description of the entire Condominium Property if all phases are submitted to condominium form of ownership. Phases One, Two, Eight and Nine consist of the Units in the buildings and other improvements as shown and set forth in Exhibit "B" attached hereto. The Units in Phases One, Two, Eight and Nine of this Condominium shall own a fractional undivided interest in the Common Elements of this Condominium as set forth hereinafter in this Declaration.

Should the Developer decide, in its sole discretion, to add Phases Three through Seven to this Condominium, each phase shall consist of the lands, Units in the buildings and other improvements as shown on Exhibit "B". Included in Exhibit "B" is a proposed survey, plot plan and legal description showing the Condominium if all phases are developed and added to this Condominium. Exhibit "B" also shows the legal descriptions and surveys of Phases Three

CONDOMINIUM EMBODIES FILED IN CONDOMINIUM BOOK 40  
PAGES 8 - 13 PUBLIC RECORDS OF COLLIER COUNTY.

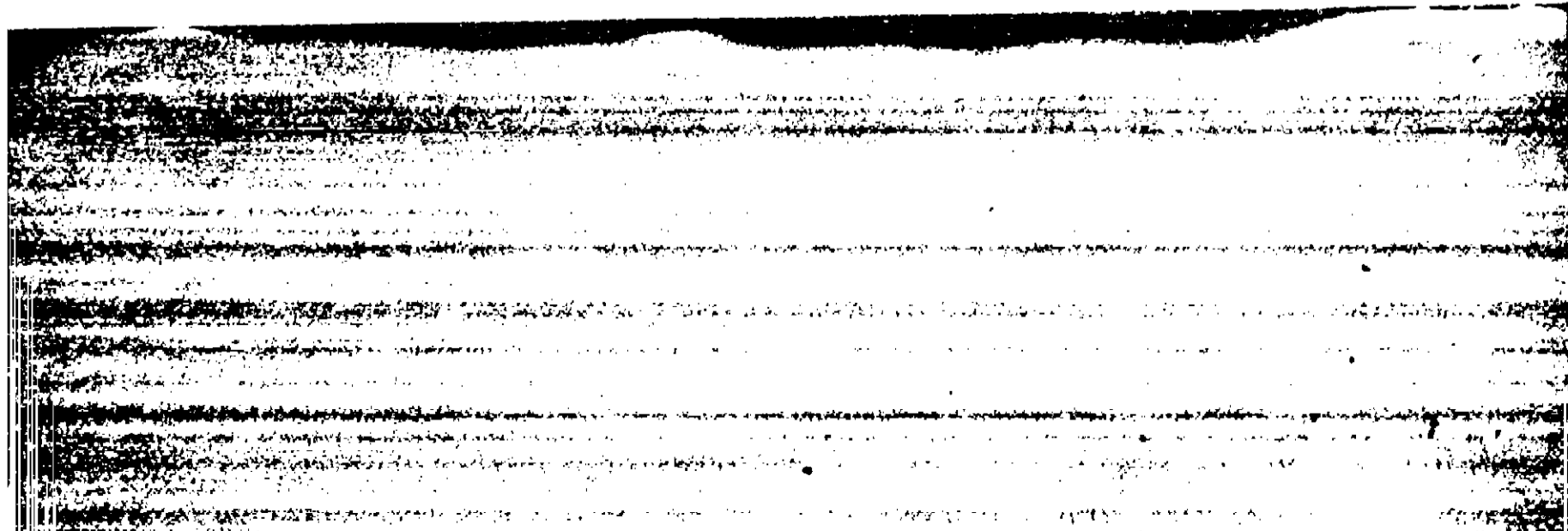
MARCH 14, 1994.

DAVID E. BRIDG, CLERK

DALE OWENS DEPUTY CLERK

HARTMAN COUNTY  
SUITES

SERIF (BASKERVILLE) 3125 SANDS DRIVE (MILITARY)



through Seven. Each phase shall contain the number of Units and each Unit Owner's fractional undivided interest in the Common Elements, Common Expenses and Common Surplus, to be determined as follows:

	<u>No. Units Planned</u>	<u>Interest in Common Elements and expenses and surplus as each phase is added</u>
Phase One	20	1/20
Phase Two	20	1/40
Phase Eight	16	1/56
Phase Nine	16	1/72
Phase Three	20	1/92
Phase Four	20	1/112
Phase Five	16	1/128
Phase Six	16	1/144
Phase Seven	16	1/160

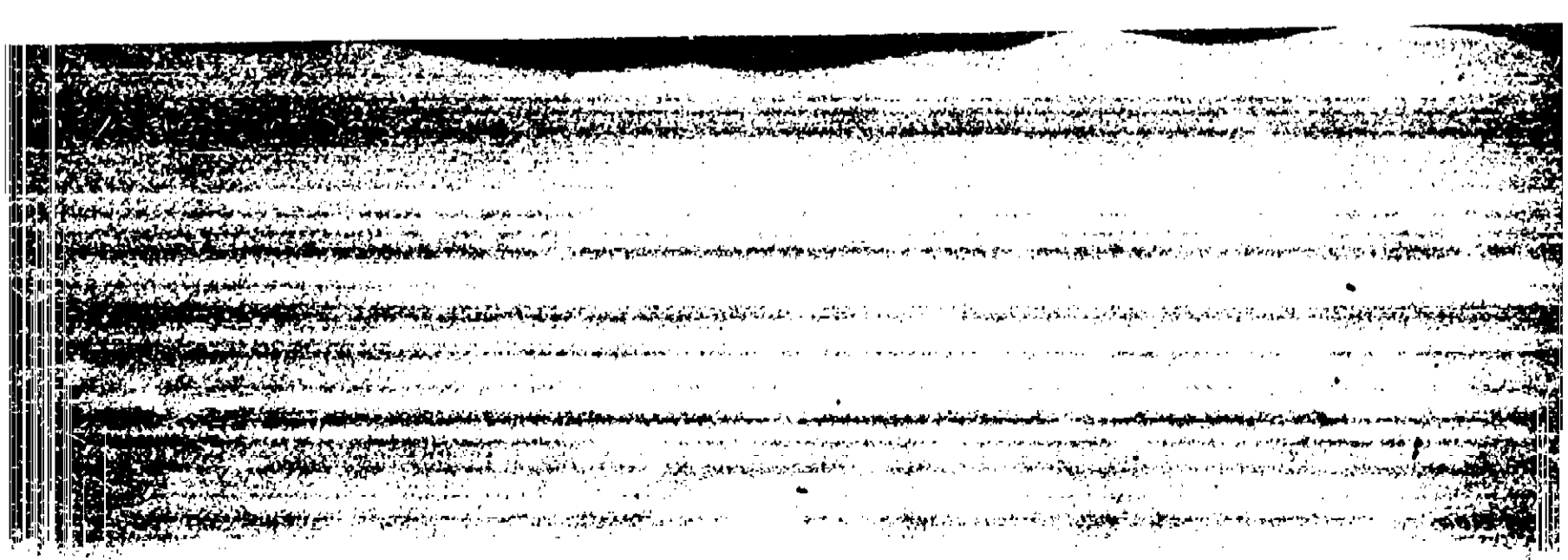
**Note:** If the Developer submits additional phases, the Developer shall not be obligated to submit same in any particular order. If the Developer submits additional phases non sequentially, this provision shall be automatically amended to reflect said submittal.

The Unit Owner's individual share in the Common Elements, Expenses and Surplus shall be determined by the following fraction:  $1/\text{total number of Units submitted to condominium form of ownership}$ . The Unit Owner's individual share in the Common Elements, Expenses and Surplus are, upon the submission of Phases One, Two, Eight and Nine to this Declaration  $1/72$ . If Phases Three through Seven are submitted to the Declaration, the Unit Owner's share shall be recalculated based upon the total number of Units in the Condominium.

Exhibit "B" to this Declaration sets forth the building footprints and general size of each Unit that will be contained in Phases One, Two, Eight and Nine of this Condominium and that may be built by the Developer if Phases Three through Seven are added to this Condominium. The Developer reserves the right, pursuant to F.S. 718.403 and this Declaration, to redesign the model types and general size of Units within each building and building types in Phases Three through Seven. Any change of the model types, Unit size or building type within a phase or phases will not vary the Unit Owner's share in the Common Elements, Surplus or Expenses as determined by the above formula.

If Phases Three through Seven are added to this Condominium, the impact on the Condominium will be to increase the number of Units from 72 Units to a maximum of 160 Units, and the number of persons who will be entitled to use the Common Elements will also

SERIF (BASKEVILLE) SIZE SAND SERIF (MILITARY)



be increased accordingly. The further impact will be to increase the Common Expenses; however, the number of Units sharing such costs will be increased as provided for above. Each owner of a Unit constructed on Phase Land or any part thereof, upon submission of a particular Phase to the Condominium Act, shall automatically become a member of the Condominium Association and shall become entitled to all rights, privileges and obligations in connection therewith. If Developer does not submit the Phase Land or any part thereof to the condominium form of ownership, the relative voting strength in the Condominium Association and the relative undivided share for each Unit shall remain as they were, respectively, upon the recording of this Declaration of Condominium. Time-share estates shall not be created with respect to a Unit on any part of the properties.

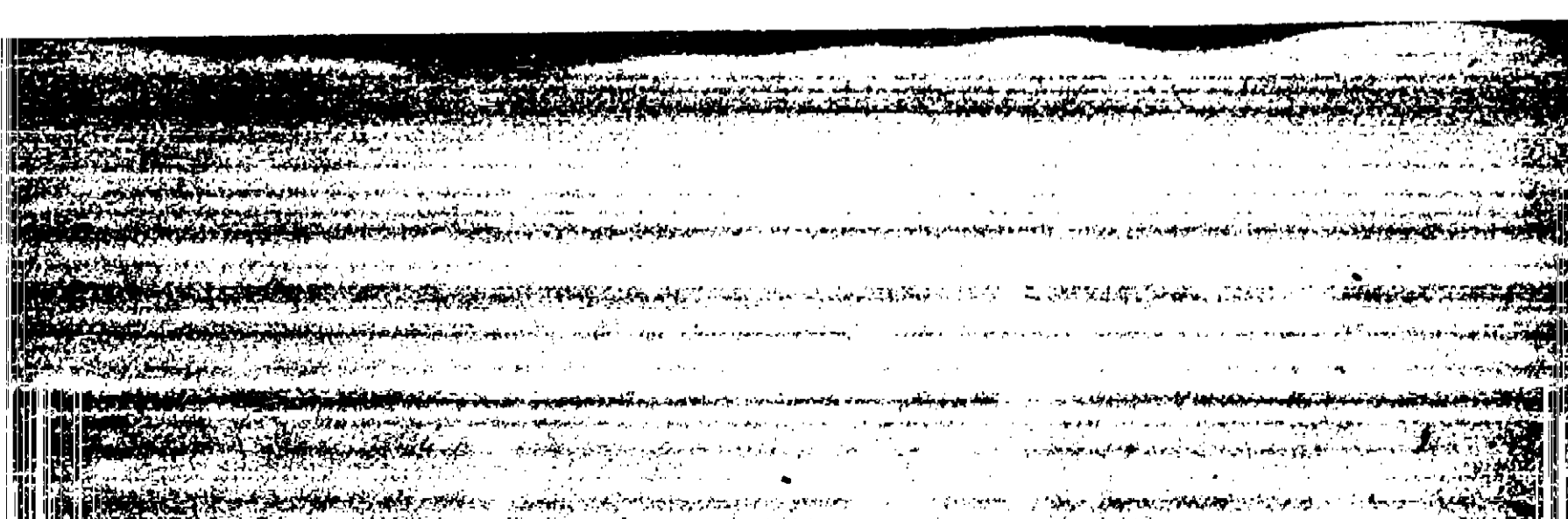
Should the Developer, in its sole discretion, decide to construct and add all or a portion of the Units in Phases Three through Seven to this Condominium, then upon substantial completion of the construction of the improvements, including the condominium building or buildings to be added in said phase, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase to be added and certify said survey as required by and pursuant to the applicable provisions of F.S. 718 et. seq. and F.S. 718.104(4)(e). This survey shall be attached to an amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Collier County, Florida, together with such other Exhibits relating thereto as the Developer determines, in its sole discretion, are necessary. Pursuant to F.S. 718.403, of the Condominium Act and this Declaration, said amendment or amendments shall not be required to be executed by, nor consented to by the Unit Owners, Condominium Association, nor the members thereof, nor the owners or holders of any lien encumbering a Condominium Parcel in this Condominium. Developer shall notify each Unit Owner of the decision not to include any additional Phase in the Condominium. Notice shall be given by regular mail addressed to each Unit Owner at the address of his Unit or last known address.

Nothing contained herein shall be construed as requiring the Developer to construct the additional Units and buildings referred to herein and add the same to this Condominium; but if said Units and condominium buildings are constructed and added to this Condominium in one or more subsequent phases and amendments, it is estimated that all such construction will be completed, and the condominium buildings and Units added to this Condominium by December 31, 1999.

1. **THE LAND.** The Developer owns title in fee simple to certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"). Developer acquired title by Warranty Deed dated 5/11/93, and recorded in O.R. Book 1846, Page 855, of the Public Records of Collier County, Florida.

2. **SUBMISSION STATEMENT.** The Developer hereby submits Phases One, Two, Eight and Nine as described on Exhibit "A" and all Improvements erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed,

SERIF (BASKERVILLE) SIZE 12pt (12/10/01)



located thereon and intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, excluding therefrom all public utility installations, cable television lines, water and sewer lines and other similar equipment owned by the utility or entity furnishing services to the Condominium.

**This Condominium and this Declaration shall be subject to the Master Declaration of General Covenants, Conditions and Restrictions for the Vineyards, and the Articles and By-Laws of The Vineyards Community Association, Inc., all as may be amended from time to time.**

3. **NAME.** The name by which this Condominium shall be identified is **CONCORD AT THE VINEYARDS, A CONDOMINIUM**, (the "Condominium"), and its address is Vineyards Boulevard, Naples, Florida 33999.

3.1 **Applicability Of Declaration Of Condominium.** The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium Units. The acquisition of title to a Unit or any interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan of condominium ownership.

4. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

4.1 **"Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit or the Owner of a Unit.

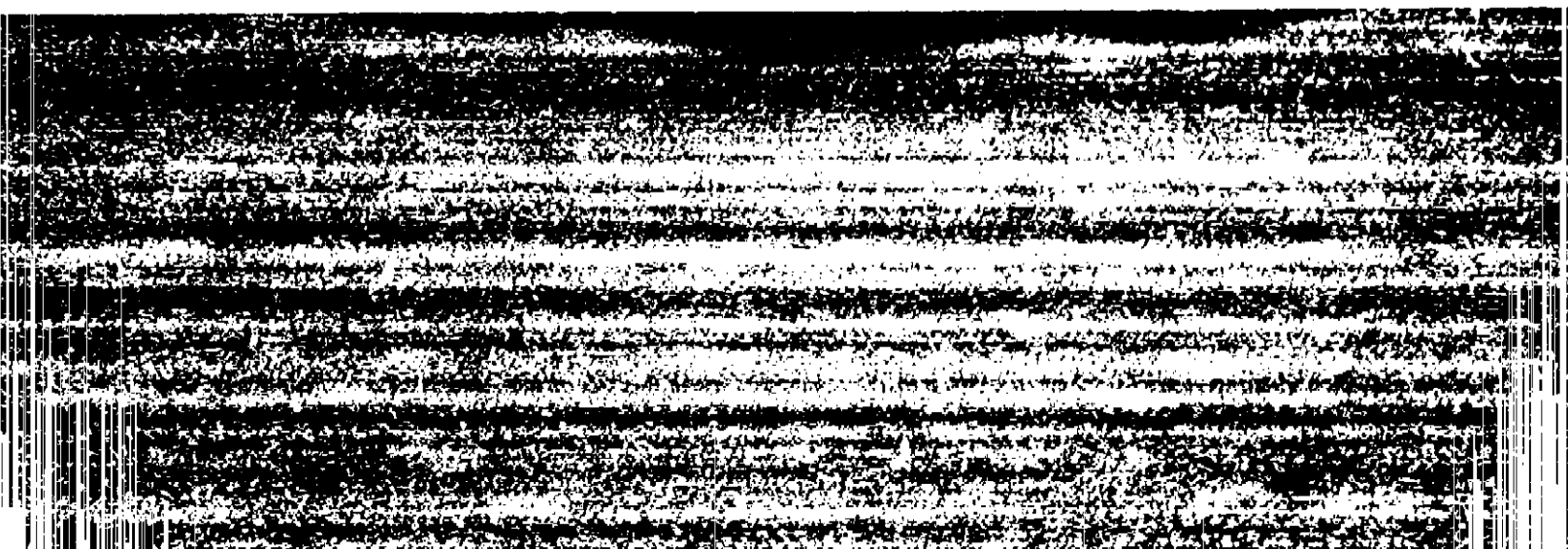
4.2 **"Association Property"** means all real or personal property owned by the Association or leased by the Association and not part of the Common Elements.

4.3 **"Association"** means a Florida Corporation, not-for-profit, which is the entity responsible for the operation of the Condominium.

4.4 **"Board Of Directors" or "Board"** means the representative body which is responsible for the administration of the Association, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.5 **"By-Laws"** means the By-Laws of the Association.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)





4.6 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Florida Statute 718.108, including the Land, all parts of the improvements which are not included within the Units, all easements, and installments for the furnishing of services to more than one Unit or to the Common Elements, an easement for support in every portion of a Unit which contributes to the support of a building and any other parts of the Condominium Property designated as Common Elements in the Declaration of Condominium or any recorded exhibits thereto.

4.7 "Common Expenses" means all expenses and assessments properly incurred by the Association.

4.8 "Common Surplus" means the excess of all receipts of the Condominium Association collected on behalf of the Condominium, including, but not limited to assessments, rents, profits and revenues on account of the Common Elements over the amount of the Common Expenses.

4.9 "Condominium Documents" means and includes this Declaration of Condominium for CONCORD AT THE VINEYARDS, A CONDOMINIUM, and all recorded exhibits thereto, as amended from time to time.

4.10 "Condominium Property" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.11 "Declarant" or "Developer" shall mean and refer to Ericksen/Concord Partnership, a Florida Limited Partnership, its successors and assigns. It shall not include any person or entity who purchases a Condominium Unit from Ericksen/Concord Partnership unless such purchaser is specifically assigned some or all rights of Ericksen/Concord Partnership by a separate recorded instrument.

4.12 "Family" means two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.

4.13 "Fixtures" mean those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and are part and parcel of it, including, but not limited to interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include wall, floor or ceiling coverings.

4.14 "Guest" means any person who is physically present in, or occupies a Unit at the invitation of the owner without the payment of consideration or rent.

SERIF (BASKERVILLE) SIZE 12pt (MICROFORM)

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

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

4.17 "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a particular Unit or Units to the exclusion of other Units.

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

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

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

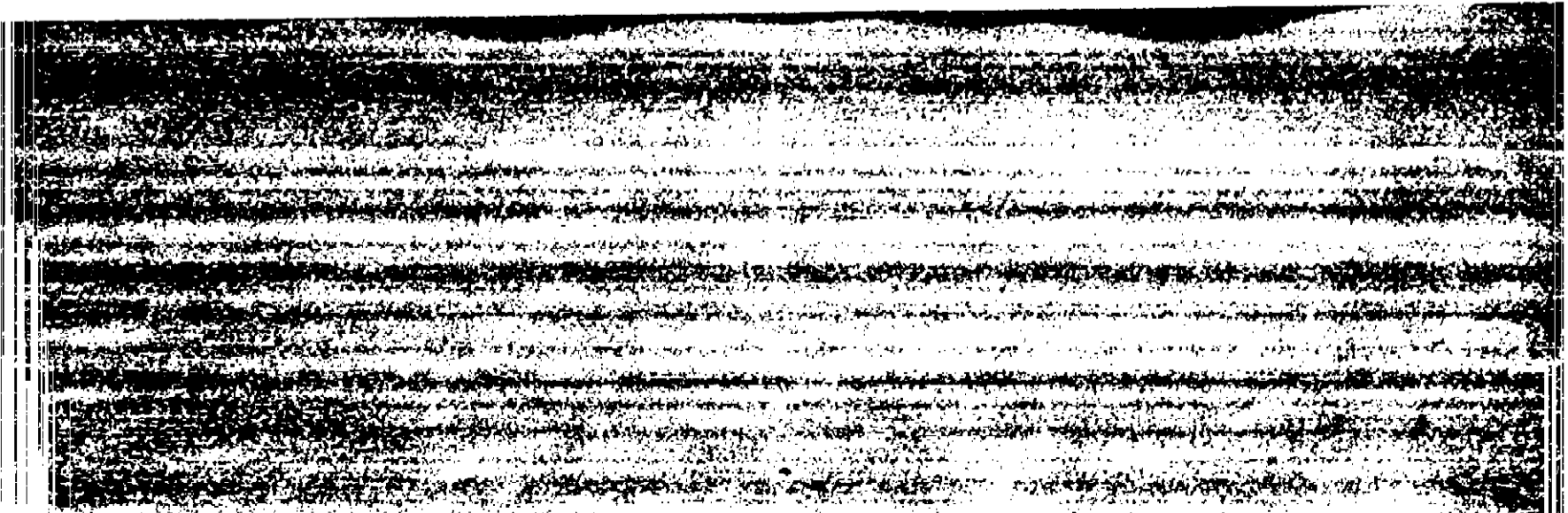
4.21 "Occupant" or "Occupy", when used in connection with a Unit, means any person who is physically present in a Unit on two or more consecutive days, including staying overnight.

4.22 "Phase Land" means those certain tracts of land located in Collier County, Florida, described in metes and bounds in nine separate parcels as "Phase One", "Phase Two", "Phase Three", "Phase Four", "Phase Five", "Phase Six", "Phase Seven", "Phase Eight" and "Phase Nine" on Exhibit "B" attached to the Declaration of Condominium of CONCORD AT THE VINEYARDS, A CONDOMINIUM. The Phase Land may be added, in whole or in part, to the Condominium Property pursuant to the terms of the Declaration.

4.23 "Phase" means one of nine separate parcels of land identified as a Phase on Exhibit "B" attached to the Declaration of Condominium of CONCORD AT THE VINEYARDS, A CONDOMINIUM, together with all improvements thereon and easements and rights appurtenant thereto.

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

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFUTUR)



4.25 "Survey and Architectural Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Land; graphic descriptions of improvements and plot plan there of, and floor plans of each type of Unit on the Land, all of which are attached as a part of Exhibit "B" to the Declaration of Condominium of CONCORD AT THE VINEYARDS, A CONDOMINIUM, and are incorporated therein by reference, including, without limitation, any amendments thereof.

4.26 "Unit Owner" or "Owner" means the record owner of a fee simple interest in a Unit, except that for purposes of interpreting use restrictions related to Units, in cases where a primary occupant has been designated for a Unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner. The term "Owner" shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

4.27 "Unit" or "Condominium Unit" shall mean and refer to a Condominium Unit as that term is used in the Declaration of Condominium of CONCORD AT THE VINEYARDS, A CONDOMINIUM, to be recorded in the Public Records of Collier County, Florida, which Unit shall be subject to exclusive ownership.

## 5. SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTITY OF UNITS.

5.1 Survey and Architectural Exhibits. The Survey Exhibits attached hereto and made a part of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description, unit floor plans and legal description of the Condominium.

All of the above are hereinafter referred to as the "Survey and Architectural Exhibits".

At the date of recording of this Declaration, Phases One, Two, Eight and Nine shall have been submitted to the condominium form of ownership. Exhibit "B" is in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium as represented in the Survey and Architectural Exhibits has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

Phases Three through Seven are also set forth in Exhibit "B" and are delineated in sufficient detail to identify the location, dimensions of each building and the location of the Common Elements. Upon the submission of each Phase, an Amendment will be made to this Declaration in accordance with the procedure provided herein, at which time final Survey and Architectural Exhibits as to each Phase will be provided.

5.2 Unit Identification. The Condominium Property consists of the land described in Exhibits "A" and "B" attached hereto that have been made a part of this Condominium from time to time, together with the buildings and other improvements constructed thereon, which

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

includes the Units, Common Elements and Limited Common Elements. Exhibit "B" to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. Each of the buildings in the Condominium is designated by an identifying letter. In each of the types of buildings there are Units, each one of which is declared to be a Unit, and each Unit is designated by a three-digit identifying number as shown on Exhibit "B".

The aforesaid letters of each building, together with the three-digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

**5.3 Unit Boundaries.** Each Unit shall include that part of the building that lies within the following boundaries:

**A. Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(1) **Upper Boundaries.** The upper boundary shall be the unfinished lower surface of the ceiling.

(2) **Lower Boundaries.** The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

**B. Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the plasterboard walls bounding the Unit, extended to their planar intersections with each other and with the upper and lower boundaries.

**C. Apertures.** Where there are apertures in any boundary, including but not limited to, windows and doors, the Unit boundaries shall extend to the interior unfinished surfaces of such apertures, including all frameworks thereof.

**D. Additional Items Included with Units.** All of the following items are included with each Unit (some of which items may not necessarily be provided to Unit Owners by the Developer) if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit:

(1) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

(2) All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

(3) All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

(4) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

(5) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;

(6) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint; and

(7) All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

E. Exceptions. As to matters not specifically covered in this Section 5.3, or in any case of conflict or ambiguity, the survey and plot plans set forth on Exhibit "B" hereto shall control in determining the boundaries of a Unit.

6. CONDOMINIUM UNITS: APPURTENANCES AND USE: RECREATION FACILITIES.

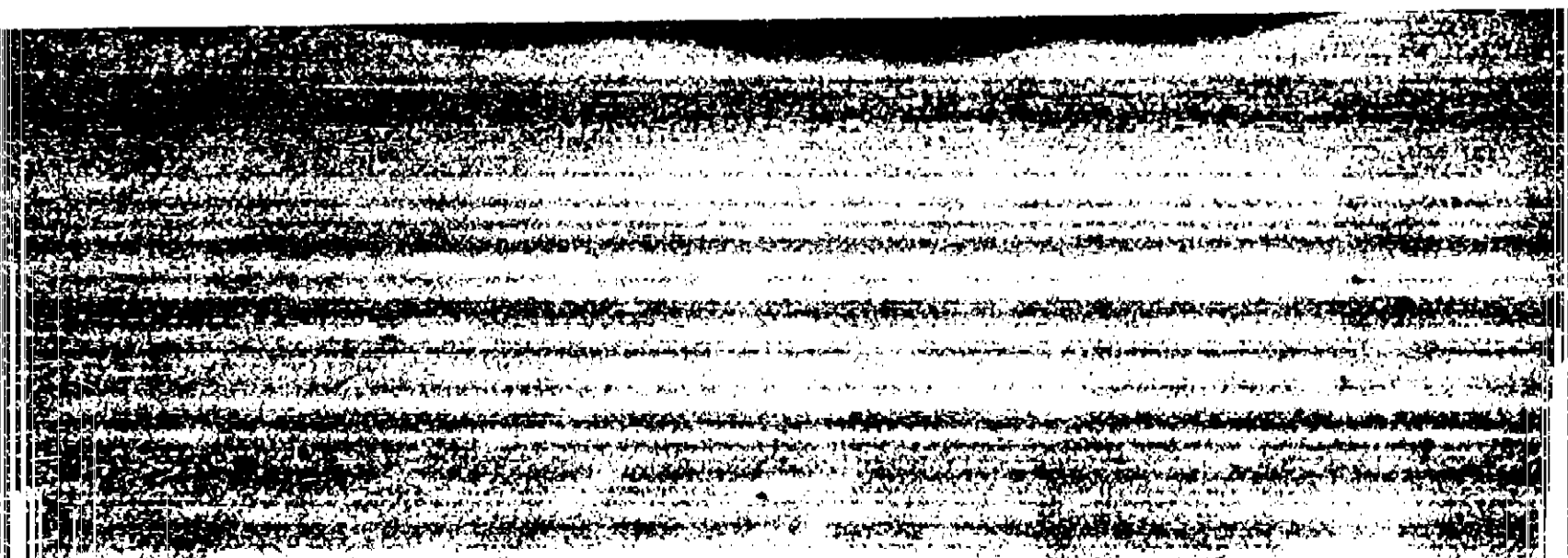
6.1 Ownership of Unit. Each Unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

A. An undivided share in the land and other Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus.

B. Membership and voting rights in the Association, which shall be acquired and exercised pursuant to the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "C" and "D", respectively.

SERIF (BASKERVILLE) SIZE 12pt (10/11)



C. The exclusive right to use the Limited Common Elements reserved for the Unit or Units, and the right to use the Common Elements.

D. Other appurtenances as may be provided in this Declaration and its exhibits.

**6.3 Use and Possession.** A Unit Owner is entitled to exclusive use and possession of his Unit subject only to the Association's right of access provided in the Condominium Act. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Association, through its Board of Directors, in the manner set forth in the By-Laws.

**6.4 Recreational Facilities.** Recreational Facilities for this Condominium are located in Phase One of the Condominium and are shown on Exhibit "B" to the Declaration of Condominium.

**7. EASEMENTS.**

**7.1 Easements.** Each of the following easements and easement rights are reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any of the lands of the Condominium from the Condominium.

**A. Utilities.** The Association, on its behalf and on behalf of all Unit Owners, shall have the right to grant such electric, telephone, cable television, water, sewer, irrigation water, or other utility or service or other easements, or relocate any existing easements, or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Common Elements or condominium buildings, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Unit Owners, shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners, to satisfy the requirements of any

SERIF (BASKERVILLE) SIZE 12pt (10/11)



public utility company or governmental agency to which any such utility related equipment, facilities or material are to be so transferred.

B. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

C. Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and Occupant, their respective guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and for purposes of ingress and egress to the public or private ways. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any lien encumbering such easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

D. Structural Supports. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

## 7.2 Restraint Upon Separation and Partition.

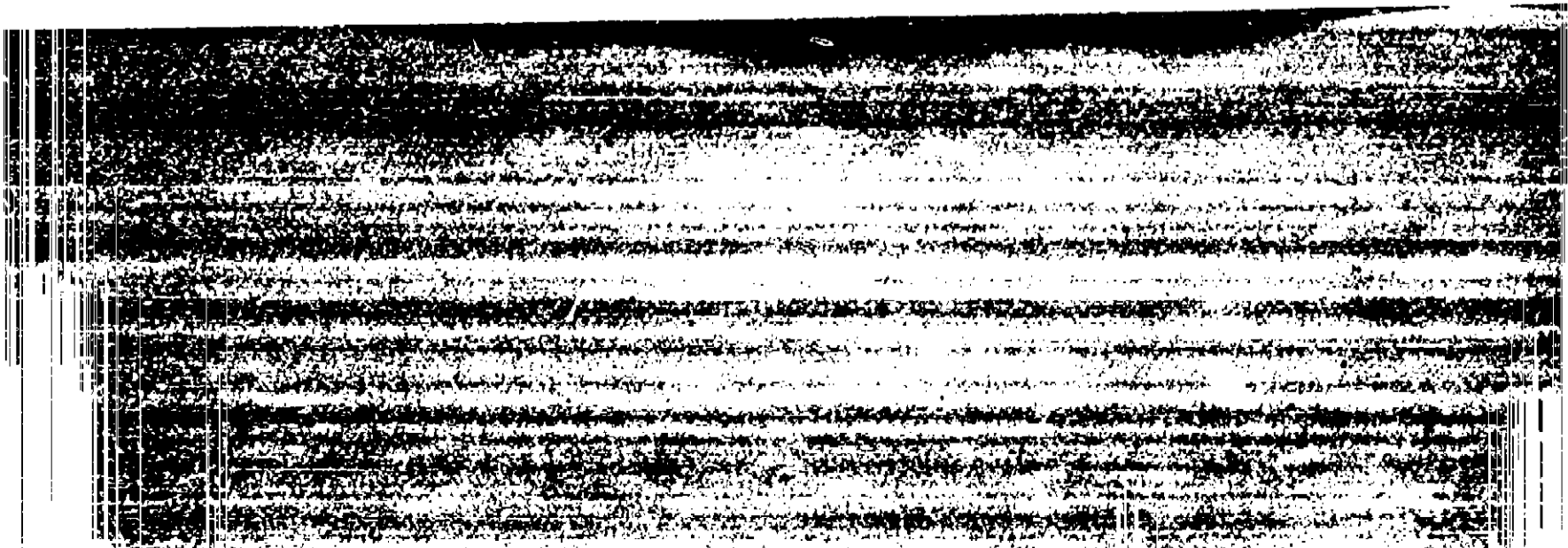
A. The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. No legal action for partition of the Common Elements shall be permitted.

B. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

## 8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey and Architectural Exhibits. The following Common Elements are hereby designated as Limited Common Elements:

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



A. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the owner of the Unit.

B. Screened Lanais or Terraces, Entry Porches and Stairways. Any screened lanai or terrace, entry porch and stairway attached to and serving exclusively each Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance shall be the responsibility of the Association and shall be a common expense. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. The maintenance, repair or replacement and insurance of floor coverings shall be the responsibility of the Unit Owner. Day-to-day maintenance of balconies which provide ingress and egress to more than one Unit shall be the responsibility of the Association.

C. Carports. Certain carports have been designated as Limited Common Elements in Exhibit "B" attached hereto. These carports will be initially assigned by the Developer to the exclusive use of specific Units. Each Unit shall always have the exclusive use of one (1) assigned carport. The cost of maintenance of all carports and other parking spaces shall be a common expense.

D. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, window glass, screens, or other transparent or translucent material and doors, including all hardware casings and framings therefor.

8.2 Exclusive Use. The exclusive use of a Limited Common Element is appurtenant to the Unit or Units to which it is designated or assigned. The right to such use shall pass with the Unit on transfer, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION. The operation of the Condominium shall be by Concord at the Vineyards Condominium Association, Inc., an Florida Corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D".

SERIF (BASKERVILLE) SIZE 12pt (14pt) (12pt) (14pt)



9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Condominium Act. Any management contract entered into by the Association shall be in compliance with the provisions of the Condominium Act.

9.4 Membership. The membership of the Association shall be comprised of owners of the Condominium Units, as further provided herein and in the By-Laws.

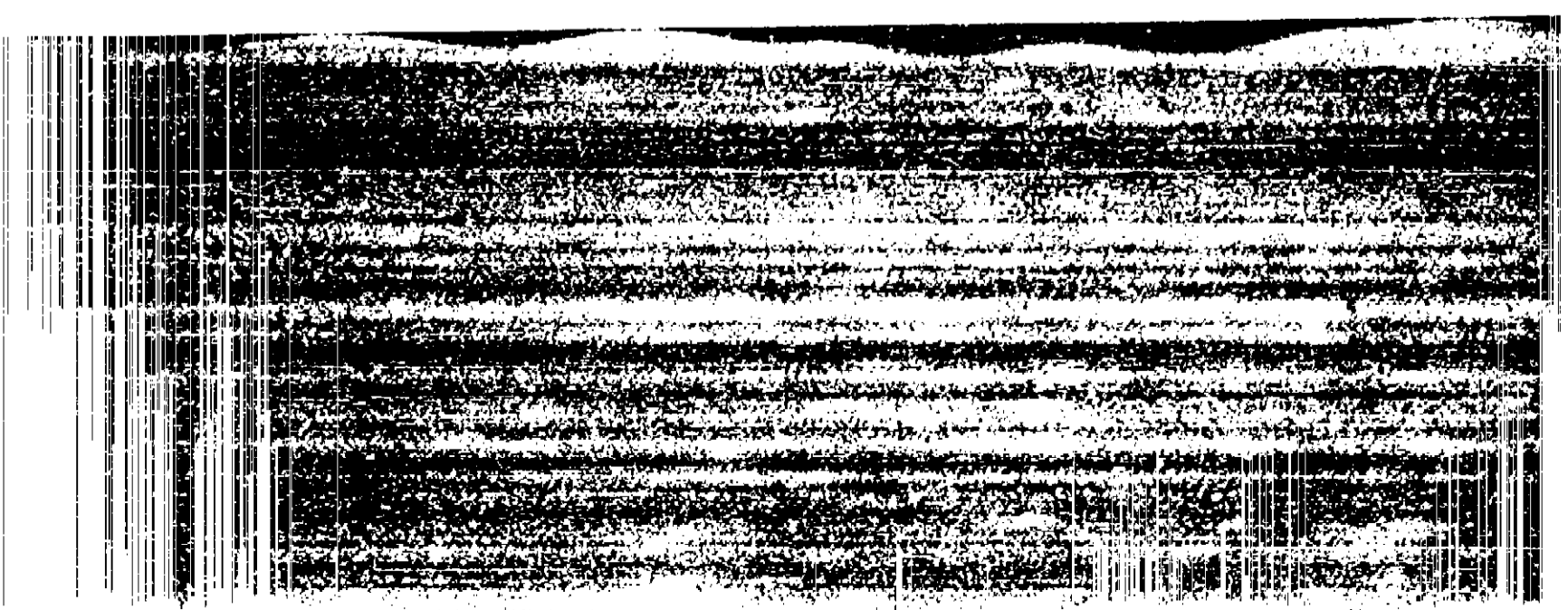
9.5 Acts Of The Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors or its designee, without a vote of the Unit Owners. The Officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and copies shall be available at reasonable cost to the owner requesting copies. The records shall include, but are not limited to the following:

- A. A record of all receipts and expenditures.
- B. All financial source documents.
- C. An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which assessments come due, the amounts paid on account, and the balance due.
- D. Declaration of Condominium, Articles of Incorporation, By-Laws and Amendments.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



F. Rules.

G. Question and Answer Sheet.

9.8 Purchase Of Units. The Association has the power to purchase Units in the condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board of Directors.

9.9 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the up-to-date roster shall be made available to each Unit Owner upon request.

9.10 Limitation On Liability. Notwithstanding its duty to maintain and repair the Common Elements and the Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

10. ASSESSMENTS AND LIENS. The Association has the power to make and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. The Association has the power to levy and collect assessments based on the annual budget; to levy special assessments for non-recurring or unbudgeted common expenses; and to impose special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Association's By-Laws. Assessments will be paid quarterly, in advance, by the Unit Owners. The Association shall also collect all assessments and other sums due the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. If so required by the Master Association, assessments due the Master Association by the Association shall be a common expense of the Association. Assessments shall be levied and payment enforced as provided by law and as follows:

10.1 Common Expenses. Common expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water, irrigation water, cable television, sewer service and trash removal shall also be a Common Expense.

10.2 Share Of Common Expense. Each Unit Owner shall be liable for its proportional share of the common expenses as provided herein, and shall share in the common surplus in the same proportion. Said share is equal to the Unit Owner's share in the Common Elements. Such

SERIF (BASKERVILLE) SIZE 24 AND 26 (MICROFORM)

right shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit.

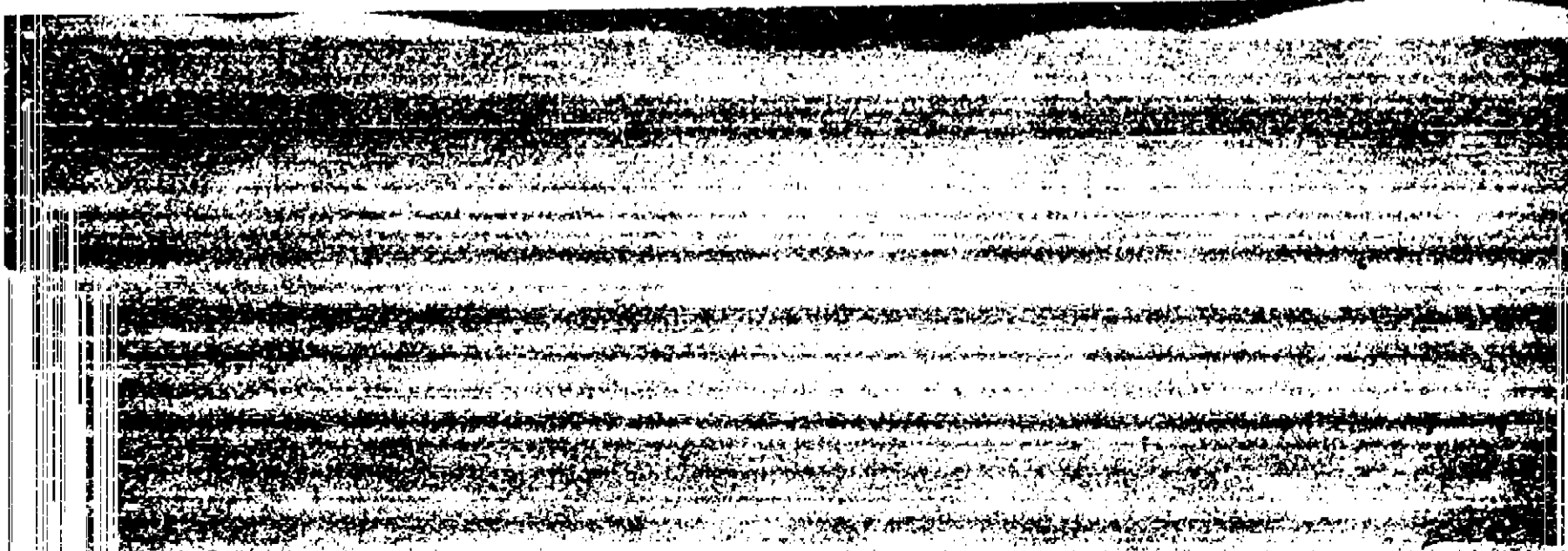
10.4 Liability For Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 10.11 below, whenever title to a Unit is transferred for any reason, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Any lease of a Unit shall be subordinate to any Claim of Lien filed by the Association against the Unit, regardless of whether the lease was executed before or after the Claim of Lien was recorded.

10.5 No Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided below as to first mortgagees and the Developer.

10.6 Failure To Pay: Interest. All sums for assessments and installments thereon not so paid within thirty (30) days from the date said installment is due shall bear interest at the highest rate allowed by law, but in any event not to exceed the highest rate allowed by law, until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of \$25.00 or 5% of each delinquent installment. All payments on account shall be applied as provided in the By-Laws. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments and installments, on the date set by the Association for payment.

10.7 Liens. The Association has a lien on each Unit securing payment of any unpaid assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the legal description of the Condominium Unit, the name of the record owner, the amount due and due dates. The lien shall be in effect for one year after the claim of lien has been recorded unless, within the one year period, the lien is released, or an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien secures payment of all assessments which are due until the entry of a judgment of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)





payment, the person making the payment is entitled to a satisfaction of the lien as provided in Chapter 718, Florida Statutes.

**10.8 Priority Of Lien.** The Association's Claim of Lien for unpaid assessments shall be effective as of the date of recording of the Declaration of Condominium. The Association **Claim of Lien for unpaid assessments is limited by the rights of an institutional first mortgagee as set forth in Section 10.11 of the Declaration. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.**

**10.9 Foreclosure.** The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. If a Unit is rented during the pendency of a foreclosure proceeding by the Association, the Association may apply to the court to have a receiver appointed to collect the rent and the expenses of the receiver will be paid by the party which does not prevail in the foreclosure action.

**10.10 Transfer Of Ownership Of Foreclosed Unit.** If a foreclosure action is brought against the owner of a Condominium Unit and the interest of the owner in the Condominium Unit is sold, the Condominium Owner's Membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

**10.11 Mortgage Foreclosure.** Except as otherwise provided by law, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed 1 percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. The unpaid share of common expenses or assessments is a common expense collectible from all of the Unit Owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may, during the period of his ownership of such Unit, whether or not such Unit is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

**10.12 Certificate As To Assessments.** Within fifteen (15) days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium

SERIF (BASKERVILLE) SIZE 12pt (10/11)



Parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

**11 MAINTENANCE, LIMITATION UPON ALTERATION AND IMPROVEMENT.**  
Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvements shall be as follows:

**11.1 Units.**

**A. By The Association.** The Association shall maintain, repair and replace at the Association's expense such portions of the Unit as contribute to the support of the buildings, including but not limited to the perimeter walls, columns, roofs and floors, wiring, piping, duct work and other mechanical or electrical or other installations or equipment serving the Common Elements or more than one Unit; all Limited Common Elements not elsewhere required to be maintained by the Unit Owners, and all the Common Elements and Association property. However, if any such maintenance, repair or replacement shall be made necessary because of the negligence, act or omission of a Unit Owner, his family, lessees, invitees or guests, then the work shall be done by the Association at the expense of the Unit Owner. All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as practical to its condition before the damage.

**B. By The Unit Owner.** The responsibilities of the Unit Owner shall be as follows:

(1) Each Unit Owner shall be responsible, at his own expense, for all maintenance, repairs, and replacements of and within his own Unit, and of such portions of the heating and air conditioning equipment and other facilities or fixtures as are located or contained entirely within his own Unit or which service only his Unit; provided, however, that any insurance proceeds payable to the Association with respect to loss or damage to the fixtures within the Unit which are covered by the Association's insurance provided for in this Declaration, and which loss would otherwise be borne by the Unit Owner, shall be paid to such Unit Owner, less any deductible required by the insurance policy. Each Unit Owner shall be responsible for all maintenance and decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating, including the inside surface of the Unit entrance door. No Unit Owner may make any additions to the Common Elements or Limited Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or Limited Common Elements, or any portion of the Condominium which is to be maintained by the Association.

(2) No Unit Owner shall paint, decorate or change the appearance of any exterior portion of the building or the Common Elements, unless the prior written consent of the Association is first obtained.

SERIF (BASKERVILLE) SIZE 12pt (MICROFORM)

(3) Where a Limited Common Element consists of a screened lanai, terrace or entry porch, the Unit Owner who has the right to the exclusive use of said lanai, terrace or porch shall be responsible for the day-to-day maintenance, care and preservation of all interior surfaces, including walls, floor and ceiling, within said area, and the fixed and/or sliding glass doors) in any portion of the entranceway(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any, and the replacement of all screening, if any.

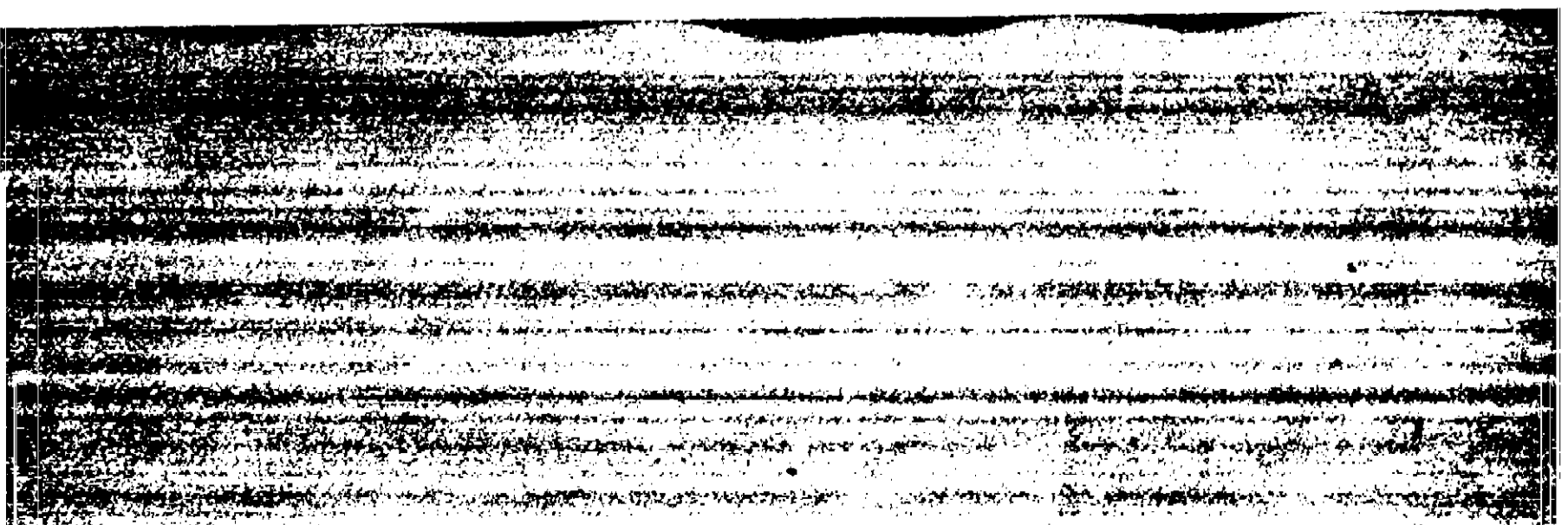
(4) A Unit Owner may not make any alterations to his Unit which would add to or remove any portion of the Common Elements or Limited Common Elements without prior approval of the Association, nor do anything which would adversely affect the safety or soundness of any portion of the Condominium Property.

**11.2 Common Elements.** The maintenance, repair and replacement of the Common Elements is the responsibility of the Association and is a common expense. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to the Common Elements without prior approval by the owners of not less than two-thirds (2/3) of the Units. The Board of Directors may adopt a uniform plan for enclosing screened porches and terraces; and owners may, at their own expense, enclose their porches or terraces in conformity with such plan after submitting plans and specifications to the Association and obtaining its written approval. The enclosure of a porch or terrace does not change its status as a Limited Common Element. If work required to be done by the Association in order to perform its duties to repair or replace the Common Elements also constitutes a material alteration of, or substantial addition to, the Common Elements, no Unit Owner consent or vote is required.

**11.3 Alterations and Additions to Common Elements and Association Property By Association.** The protection, maintenance, repair and replacement of the Common Elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or Association property without prior approval of at least two-thirds (2/3) of the voting interests. However, if work reasonably necessary to protect, insure, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

**11.4 Enforcement of Maintenance.** If the owner of a unit fails to maintain the unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Any expenses so incurred by the Association shall be charged against the Unit Owner, together with reasonable attorney's fees and other expenses of enforcement.

SERIF (BASKERVILLE) SIZE 12pt (10/11/12/14/16/18/20/24/30/36/42/48/60/72)



**11.5 Negligence; Damage Caused By Condition Within Unit.** Each Unit Owner shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees, but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Unit Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance carried by the Association. If any condition, defect or malfunction existing within a Unit, whether caused by the owner's negligence or otherwise, shall cause damage to the Common Elements or to other Units, the owner of the offending Unit shall be liable to the persons or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance.

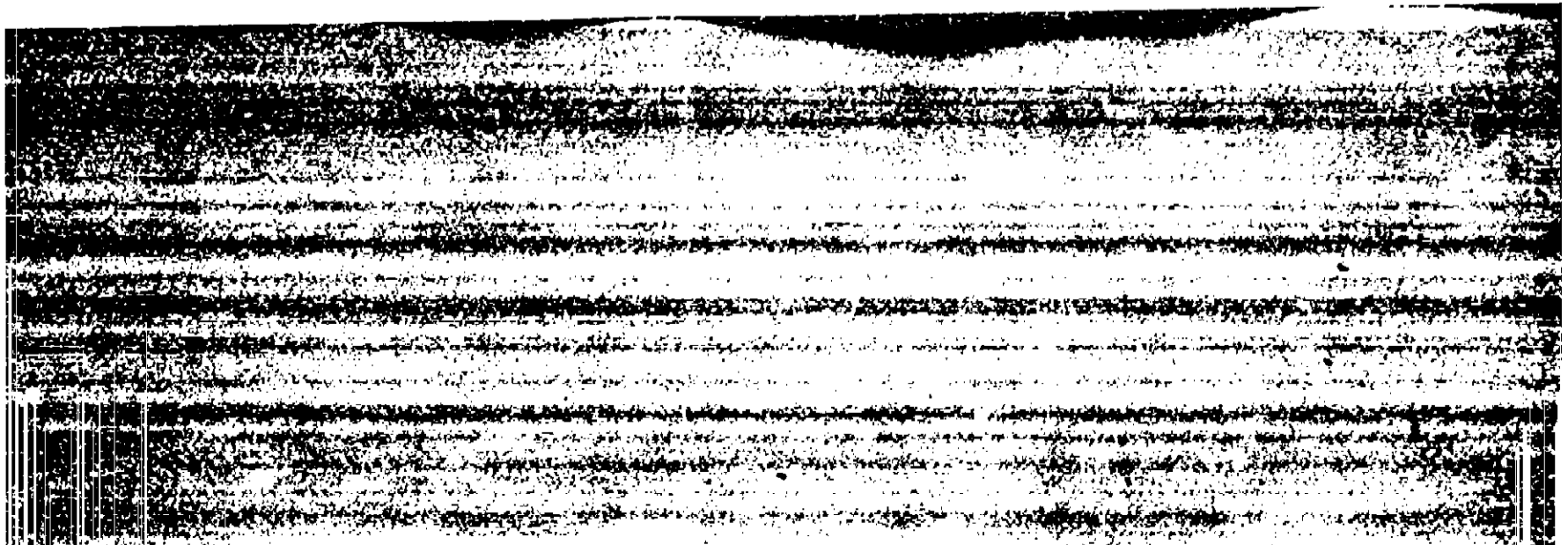
**11.6 Maintenance and Appearance.** Each member shall maintain his Unit and all fixtures and appliances located therein in good condition and repair at all times. No glass, screen, curtain, blind, shutters or awning may be installed on any porch or terrace without prior written approval by the Board of Directors. Each owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his Unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the Unit shall be of such material, construction and installation that the only color visible from outside the Unit is white or a nearly white neutral color.

**11.7 Floor Covering.** All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, dining rooms, bathrooms, porches, hallways and foyers where other types of non-resilient floor coverings installed with acoustically acceptable underlayment material as approved in writing by the Board, may be substituted.

**11.8 Association Access To Units.** The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this declaration. The Association's right of access includes, without limitation, entry for purposes of pest control, if necessary, and preventative maintenance of safety equipment such as smoke alarms. The exercise of the Association's access rights shall be accomplished with due respect for the Unit Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the owner's property. The Association shall retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock which prevents access when the Unit is unoccupied, without notifying the Board of Directors in writing and providing the Association with a key.

**11.9 Declaration of Condominium, Exhibit 1 to the Prospectus, Page 21, Section 11.7, has been amended to allow non-resilient floor coverings in hallways.**

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



11.10 Surface Water Management Facilities. The Association shall be responsible for the maintenance of the surface water management system in Concord at the Vineyards, a Condominium. No structure of any kind shall be constructed or erected, nor shall any unit owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area including, but not limited, swales, drainage ways, pipes or areas intended for the accumulation of run-off waters, without specific written permission of the Vineyard's Community Association, Inc. No unit owner or the Association shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by the Vineyard's Community Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created. No common areas of common elements shall be increased in size by filling any lake, pond or other water retention or drainage area which it abuts. Unit owners and the Association shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Vineyard's Community Association, Inc. No unit owner may draw water for irrigation or other purposes from any lake, pond or other water management area, nor shall boating or swimming be permitted in such areas. All surface water management systems within the Condominium, excluding those areas (if any) normally maintained by Collier County, will be the ultimate responsibility of the Association. Nothing in this section shall be construed to allow construction of any new management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

12. USE RESTRICTIONS. In addition to any restrictions imposed upon the property by the Master Association as provided in the Master Declaration, the use of the Units shall be in accordance with the following provisions as long as the Condominium exists.

12.1 Residential Use. The Condominium Units subject to these covenants and restrictions may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

12.2 Minors. There is no restriction on occupancy by children. Children shall be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents of the Condominium. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any Common Element area if the child's conduct is such that the Board believes this action is necessary. In no event shall children under the age of ten (10) years be permitted in the pool area or other Common Areas, elevators or walkways unless accompanied by an adult.

12.3 Pets. The owner(s) of each Unit may keep one (1) small pet, of a normal domesticated household type such as a cat or dog, in the Unit. The Pet must be less than thirty (30) pounds in weight and the pet must be leashed at all times while on the Condominium

SERIF (BASKERVILLE) SIZE 12pt (12/10/00)

Property outside of the Unit. No pets are permitted in the recreation areas or facilities. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The ability to have such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents of the Condominium. No pets of any kind are permitted in leased Units. No reptiles, amphibians or livestock may be kept in the Condominium.

**12.4 Nuisance.** No Unit Owner shall use or permit a Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Unit or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

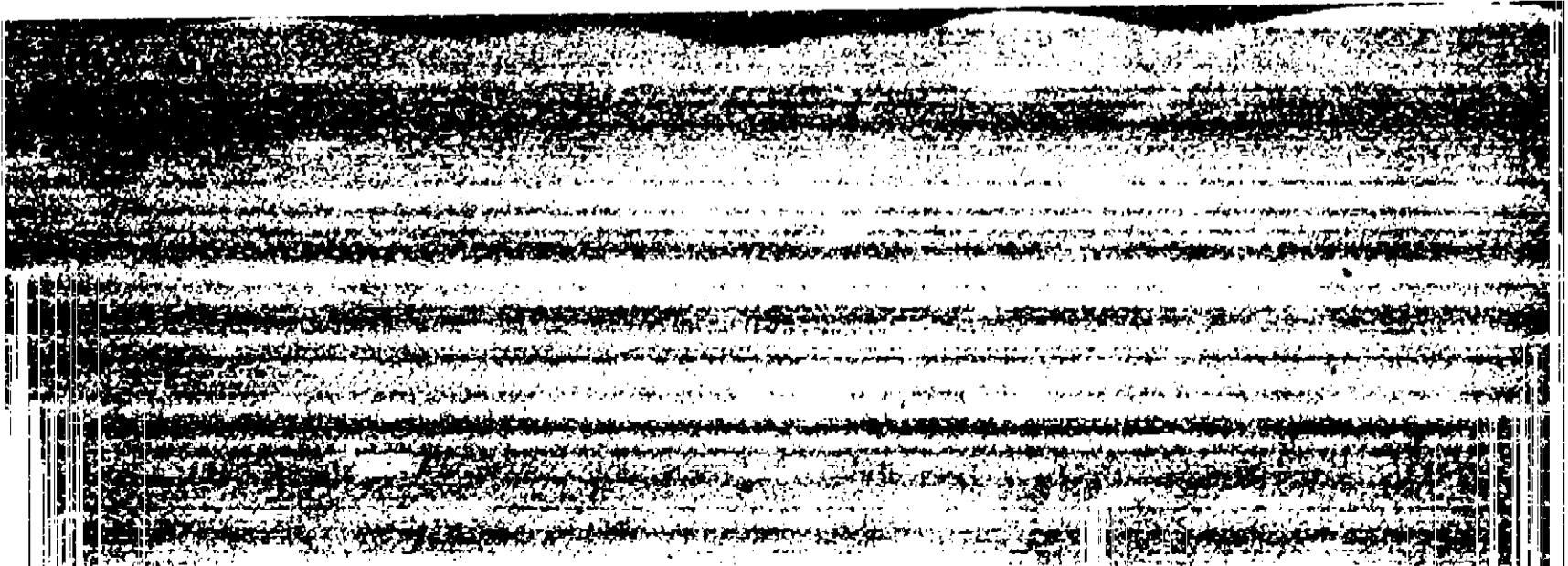
**12.5 Parking.** No boats, trucks, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board, shall be placed, parked or stored in the Common Elements for a period of more than four hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view.

**12.6 Antennas and Signs.** No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish or any wiring for any purpose may be installed on the exterior of the building in which the Unit is located. No signs or banners shall be placed on or exhibited from any Unit, Common Element or Limited Common Element without the prior written approval of the Association.

**12.7 Access.** The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.

**12.8 Stairs and Halls.** All stairways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning of rugs or other household items. No wash lines of any kind will be maintained outside any Unit. No Unit Owner shall discard or permit to fall any items from the windows or the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other Common Elements.

**12.9 Common Elements.** All Common Elements inside and outside the building will be used for their intended purposes and no articles belonging to Unit Owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.



SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



12.10 **Garbage.** Disposition of garbage and trash shall be only by the use of garbage disposals in the Units or by use of receptacles approved by the Association.

12.11 **Fire Hazards.** No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs, or mops be shaken out or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

12.12 **Leasing.** Leasing or renting of the Unit by Unit Owners shall be as permitted and subject to the provisions of the Condominium Declaration herein.

12.13 **Association.** In addition to other obligations and duties heretofore set out in this Declaration, every Owner or occupant of a Condominium Unit shall abide by use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto and the use restrictions set forth in the Master Declaration.

13. **TRANSFER OF OWNERSHIP OF UNITS.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit by an owner shall be subject to the following provisions so long as the Condominium exists, which provisions each owner of a Unit covenants to observe:

13.1 **Forms of Ownership.**

A. A Unit may be owned by an individual person who has qualified and been approved as elsewhere provided herein.

B. **Co-ownership.** Co-Ownership of Units may be permitted, but all owners must be members of a single family or living together as a single housekeeping unit. If co-ownership is to be by more than two persons, the Board shall condition its approval upon occupancy only by one approved natural person as "primary occupant," and the use of the Unit by other persons shall be as if the primary occupant is the actual owner. Any change in the primary occupant shall be treated as a transfer of ownership subject to all the provisions of this Section 13.

C. **Ownership by Corporations, Trusts or Partnerships.** A Unit may be owned in trust or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Unit may be used as short term transient accommodations for several individuals or families. The

SERIF (BASKERVILLE) SIZE 12pt (12/10/00)



approval as a Unit Owner of a corporation, trustee or any entity which is not a natural person shall be conditioned upon designation of one natural person to be the "primary occupant," and the use of the Unit by other persons shall be as lessee and as if the primary occupant is the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership subject to all the provisions of this Section 13. No more than one such change will be approved in any twelve month period.

**D. Life Estate.** A Unit may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member in the Association from such Unit and occupancy of the Unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holder of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and remaindermen shall be jointly and severally liable for all assessment and charges against the Unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-owners for purposes of voting and occupancy rights.

**13.2 Transfers.**

**A. Sale or Gift.** No Unit Owner may dispose of a Unit or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

**B. Devise or Inheritance.** If any Unit Owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors of the Association. The approval of the Association shall not be denied to any devisee or heir who was the owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

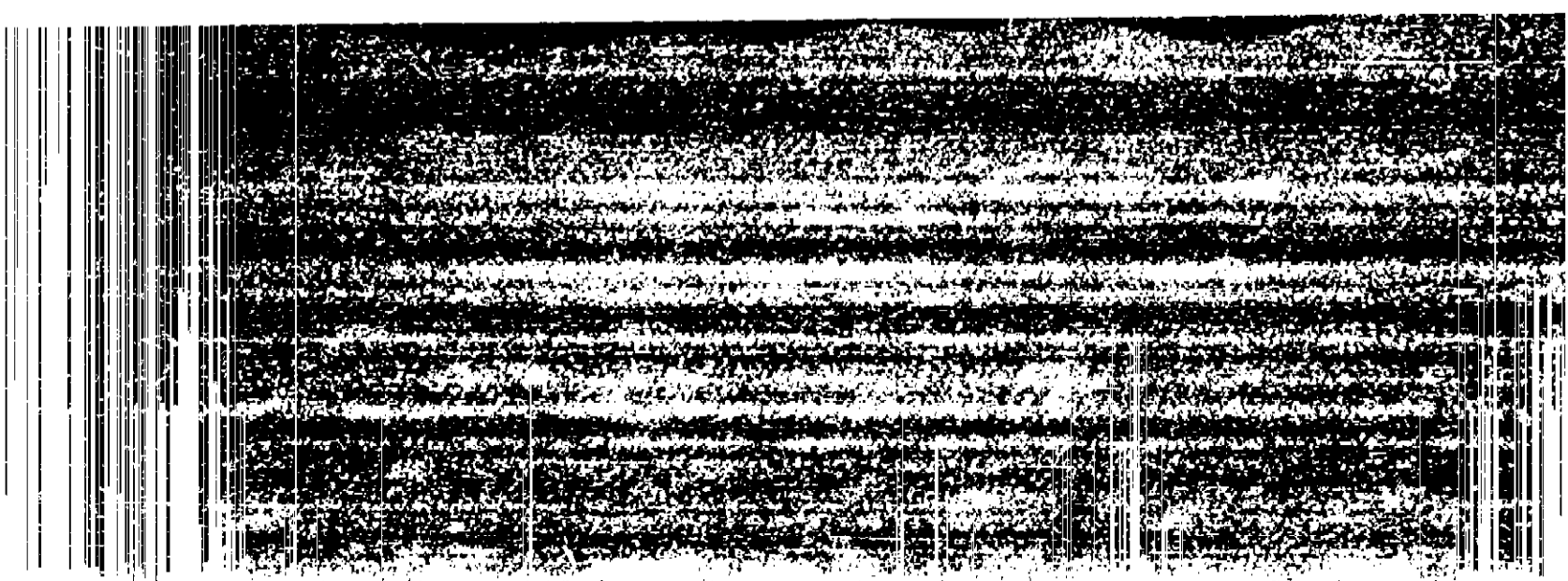
**C. Other Transfers.** If any Unit Owner shall acquire his title in any manner not considered in the foregoing subsections, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors of the Association under the procedures outlined in 13.3 below.

**D. Mortgaging of Units.** There shall be no restrictions on the mortgaging of Units. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for assessments regardless of when recorded.

**13.3 Procedures.**

**A. Notice to Association.**

SERIF (BASKERVILLE) SIZE 12pt (14pt) (12pt) (14pt)



(1) **Sale or gift.** An owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser or donee and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchasers or donee and his spouse, if any, as a condition of approval.

(2) **Devise, Inheritance, or Other Transfers.** The Transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Unit following the procedures provided in this Section and in Section 14.

(3) **Failure to Give Notice.** If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request consideration.

B. Within fifteen (15) days of receipt of the required notice and all information or appearances requested, whichever occurs last, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an Officer of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within said fifteen (15) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee.

C. **Disapproval.**

(1) Approval by the Association shall be denied only if a majority of the whole Board so votes.

(2) If the Board disapproves of the transfer, the Association shall have forty-five (45) days from date of disapproval within which to find an alternate purchaser or to purchase the Unit. In either case, the purchase shall be on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be paid in cash and the closing will take place within forty-five (45) days from the date of disapproval.

If the Association fails to close the purchase within said forty-five (45) day period other than through the fault of the Unit Owner or the Unit Owner's inability to convey clear and marketable title to the Association, the Unit Owner shall be free to sell and convey the Unit to the intended purchaser.

SERIF (BASKERVILLE) SIZE 12 (11/24/01)

13.4 Exception. The provisions of Sections 13.2 and 13.3 are not applicable to the acquisition of title by an institutional mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a unit by such mortgagee of the unit so acquired, but shall apply to the acquisition of title by any other person.

13.5 Unapproved Transfers. The purchaser of any sale or transfer of ownership which is not approved pursuant to the terms of this Declaration shall have no occupancy right unless subsequently approved in writing by the Board.

13.6 Fees for Processing Applications for Approval to Purchase or Lease. Whenever herein the Association's approval is required to allow the sale, lease, or other transfer of an interest in a Unit, the Association may charge the owner a fee for processing the approval, such fee not to exceed \$50.00 per applicant. No fee may be charged for approval of the renewal or extension of a lease with the same lessee.

14. LEASING OF UNITS. All leases of Units must be in writing and a copy of any lease shall be delivered to the Board upon commencement of the lease. The lessee must be at least one natural person. The provisions of this Declaration shall be deemed expressly incorporated into any lease or unit. The lessee must be at least one natural person. A Unit Owner may lease his entire Unit only in accordance with the following provisions:

14.1 Procedures.

A. Notice. An owner intending to make a lease of his Unit must give to the Board of Directors or its designee written notice of such intention and a copy of the proposed lease at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessee and such other information as the Board may reasonably require. The Board or its designee may require the personal appearance of any lessee and his spouse, if any, as a condition of approval.

B. Approval. After the required notice and all information or appearances requested, have been provided, the Board or its designee, shall approve or disapprove the proposed lease within fifteen (15) days. If the Board or its designee neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval.

C. Disapproval. Approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board may not approve a lease when the payment of assessments for that Unit is delinquent.

D. Failure to Give Notice. If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the

SERIF (BASKERVILLE) SIZE 12pt (10/11)

proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

**E. Applications.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

**14.2 Term of Lease and Frequency of Leasing.** No Unit may be leased for a period of less than thirty (30) days nor more than three (3) times per year. No subleasing or assignment of lease rights is allowed unless the sublessee or subtenants are approved pursuant to the provisions of this section.

**14.3 Occupancy During Lease Term.** No one but the lessee, his family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Unit.

**14.4 Occupancy in Absence of Lessee.** If a lessee absents himself from the Unit for any period of time during the lease term, his family already in residence may continue to occupy the Unit. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit, except the approved Unit Owner.

**14.5 Security Deposits.** The Board may require lessees to place a security deposit with the Association in an amount up to one month's rent to cover damage to the Common Elements by the lessee, his guests or invitees. Said deposit shall be held by the Association pursuant to the provisions of Part II of Chapter 83 of the Florida Statutes.

**14.6 Regulation by Association.** In order to preserve a residential quality and avoid an atmosphere of transience and a motel-like environment, the Board of Directors may, by regulation, impose further restrictions upon the number of guests and the frequency of their visits in the case of leased Units. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against an owner, and a covenant upon the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, and designating the Association as the owner's agent for the purpose of and with the authority to terminate any such occupancy agreement in the event of a violation by the tenant of such covenants, shall be an essential element of any occupancy agreement, whether oral or written and whether specifically expressed in such agreement or not.

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

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee, individually and as agent for the Association and for the Unit Owners without naming them, and their mortgagees.

15.2 Required Coverage. The Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Association property, including Common and Limited Common Elements, and including fixtures, installations or additions located within the individual Units initially installed or replacements thereof of like kind and quality, in accordance with the original plans and specifications of the Condominium in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board; such insurance to afford the following protection:

A. Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

B. Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

C. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

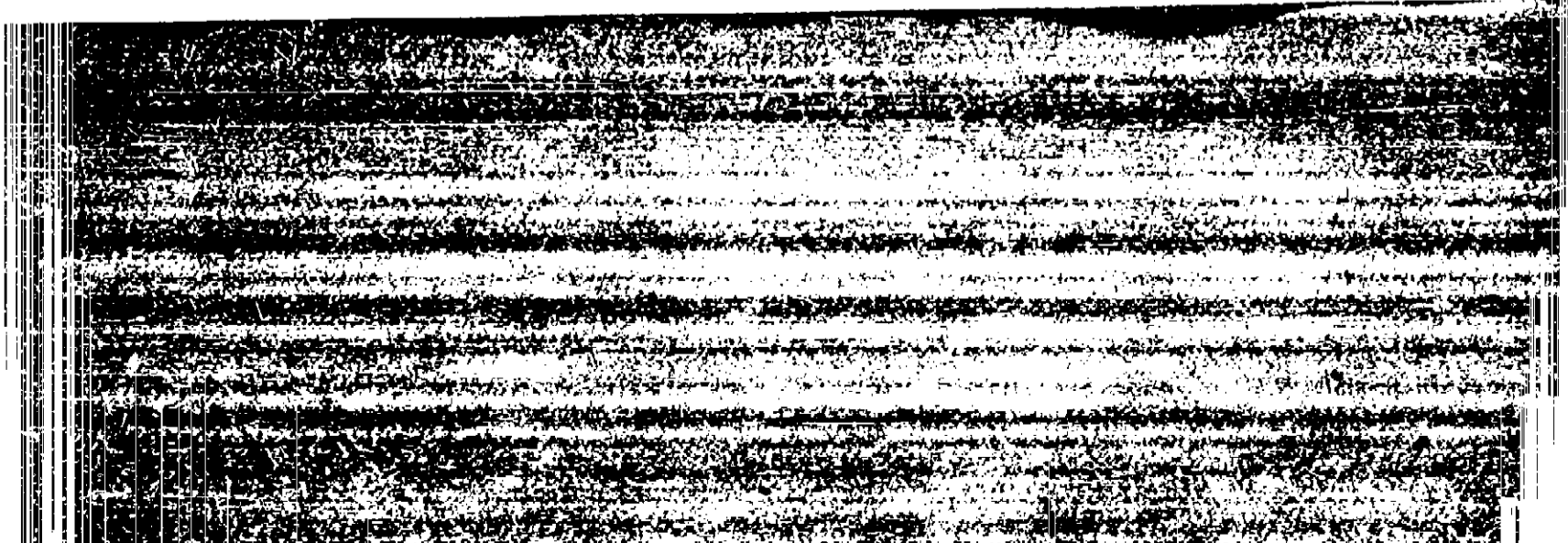
D. Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

E. Worker's Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis to meet the requirements of law.

F. Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The amount of the bond shall be based upon the Association's annual gross receipts pursuant to Section 718.112, Florida Statutes.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Unit Owners as Common Expenses.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Unit Owners. Unit Owners are encouraged to procure contents insurance; however, any insurance obtained by Unit Owners must contain waivers of subrogation and may not affect the coverage under Association policies.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Unit Owner. The master policies shall be available for inspection by Unit Owners upon request.

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

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

A. Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

B. Units. Proceeds on account of Units or contents of Units shall be held in the following undivided shares:

(1) Partial destruction, when the buildings are to be restored - For the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner less the deductible.

(2) Total destruction of the buildings or when the buildings are not to be restored - For owners of all Units, each owner's share being in proportion to his share in the Common Elements.

(3) Mortgagee - If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of improvements or if the Condominium is being

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



terminated. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owner and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the owners (remittances to Unit Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

C. Certificate. In making distribution to Unit Owners and their mortgagees, the Association may rely upon a certificate of an abstract attorney or title company as to the names of the Unit Owners and mortgagees.

15.9 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

16.1 Damage to Units Only, Not Common Elements. Where loss or damage occurs within a single Unit or Units, without damage to the Common Elements, the insurance proceeds, less the deductible (which shall be paid by the Unit Owner) shall be distributed to the Unit Owner(s) (remittances to Unit Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the Common Elements, or to any Unit or Units and the Common Elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association and the Unit Owners to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

SERIF (BASKEVILLE) SIZE SAND SERIF (MICROFORM)

A. The Board of Directors of the Association shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

B. The Board of Directors shall have the obligation to promptly negotiate and contract for the repair and restoration of the premises.

C. If the net proceeds of insurance appear to be, or are, insufficient to pay for the cost of restoration and repair, the Association shall promptly levy a special assessment against all Unit Owners in proportion to their shares in the Common Elements for any deficiency. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur then:

A. The Board of Directors of the Association shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

B. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or abandonment of the Condominium Project, subject to the following:

(1) If the net insurance proceeds available for restoration and repair are sufficient to cover at least 90% of the estimated cost thereof, then the Condominium Property shall be restored or repaired unless two-thirds (2/3) of the Unit Owners vote for abandonment, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Unit, in which cases the Condominium shall be terminated.

(2) If the net insurance proceeds available for restoration and repair are not sufficient to cover 90% of the estimated cost thereof, and a substantial special assessment will be required, then unless two-thirds (2/3) of the owners vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the Unit Owners vote in favor of the special assessment, the Association, through its Board, shall levy the assessment and shall proceed to negotiate and contract for such repairs and restoration.

C. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Unit Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance

SERIF (BASKERVILLE) SIZE 12pt (12/10/00)

in the reconstruction funds after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided herein.

**16.5 Equitable Relief.** In the event of substantial damage to the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a subsequent partition of the property. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a "reasonable period of time" if substantial work is commenced within four (4) months and completed within nine (9) months following the damage or destruction. The fact that a Unit is untenable does not excuse the owner from paying assessments for common expenses. In the event of a termination of the Condominium and subsequent partition of the Property as a result of substantial damage to the Condominium, the net proceeds or the salvage value shall be divided among Unit Owners and their Mortgagees in accordance with their undivided interest in the Common Elements.

**16.6 Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association and by the owners of three-fourths (3/4) of the Units.

## **17. CONDEMNATION.**

**17.1 Deposit Of Awards With Association.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty as to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a charge shall be made against a defaulting Unit Owner in the amount of his award.

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after a condemnation affecting all or part of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

**17.3 Disbursement Of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

17.4 Association As Agent. The Association is hereby irrevocably appointed as each Unit Owner's agent for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation for the taking.

17.5 Units Reduced But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made tenantable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

C. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit (the remittance being made payable jointly to the owner and mortgagee(s)).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

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

E. **Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

17.7 **Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the Unit.

17.8 **Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and liability for common expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent or joinder of any Unit Owner or mortgagee be required for any such amendment.

18. **TERMINATION.** The Condominium may be terminated in the following manner:

18.1 **Agreement.** The Condominium may be terminated at any time by approval, in writing, of the owners of ninety percent (90%) of the Units and all institutional first mortgagees of record.

18.2 **Very Substantial Damage.** If the Condominium, as a result of common casualty, be damaged to the extent defined in Section 16.3, and it not be decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

SERIF (BASKERVILLE) SIZE 12pt (12/10/00)



18.3 General Provisions. Upon termination, the Unit Owners shall be the owners and tenants in common of the Condominium Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of a Unit Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when the certificate is recorded in the Public Records of Collier County, Florida.

18.4 New Condominium. The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, the owners of seventy-five percent (75%) of the Units determine to accept an offer for the sale of the Condominium Property, each owner shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the former Condominium Property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

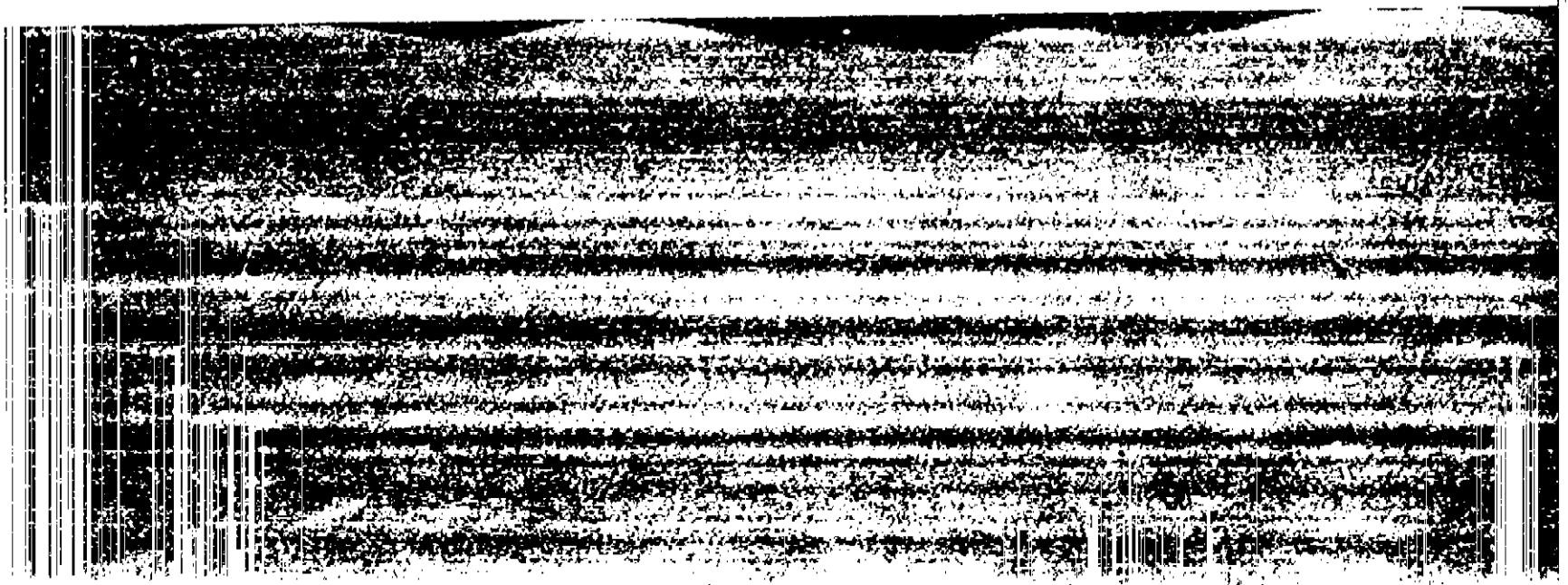
18.7 Provisions Survive Termination. The provisions contained in this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium for a period long enough to accomplish all the purposes stated herein.

## 19. OBLIGATION OF OWNERS.

19.1 Actions for Damages. Each Unit Owner, his tenants, guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the By-Laws, any Rules and Regulations promulgated by the Association and the Master Declaration, its Articles and By-Laws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

- A. The Association;
- B. A Unit Owner;

SERIF (BASKERVILLE) SIZE 12pt (11pt) (10pt)





C. Anyone who occupies a Unit, including but not limited to any tenant leasing a Unit or other invitee occupying a Unit (such action in this instance may also include eviction proceedings) or

D. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**19.2 Waiver.** A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that Unit Owners or members of the Board of Directors may waive notice of specific meetings in writing as provided by the By-Laws. Any instrument given in writing by a Unit Owner or prospective purchaser of a Unit to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Condominium Act.

**19.3 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

**19.4 No Waiver.** The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

**19.5 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

**19.6 Notice of Lien or Suit.**

A. **Notice of Lien.** A Unit Owner shall give to the Association written notice of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

B. **Notice of Suit.** A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Unit Owner receives actual knowledge thereof.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

C. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial suit, however, if such failure is a substantial contributing cause of damage or harm to the Association or other owners, the owner shall be liable to the injured party.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Prior written approval of the record holder of a first mortgage lien on a Unit in the Condominium shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Common Elements, except as provided in Section 17.

20.2 Notice of Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on the Unit shall be entitled to notice of any termination of the Condominium.

20.3 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of any 60-day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.

21. DEVELOPER'S RIGHTS AND DUTIES. So long as the Developer or any successor developer holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium and until such time as each contemplated phase is completed and all Units owned by the Developer in each Phase and control of the Association has been turned over to Unit Owners, neither the Unit Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or sale of Units. The Developer may make such use of the unsold Units and of the Common Elements as may reasonably facilitate completion and sale, including, but not limited to, maintenance of a sales office, display of signs, and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium Property without the consent of the Association during this period.

21.2 Assignment. All or any portion of the right, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any person or entity, without the consent of any other Unit Owner or any holder of a mortgage secured by any Unit (other than the holder of a first mortgage secured by an interest of the Developer), but only if the assignee agrees without qualification to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and By-Laws of the Association from and after the date of such assignment.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

21.3 Amendment of Plans and Alterations of Phase Lines, Boundaries and Apartment Dimensions. The interior design and arrangement of all Units may be changed or amended by a majority vote of the total voting interests of the Condominium. Unit boundaries may also be changed by a majority vote.

21.4 Turnover. Prior to, or not more than seventy-five (75) days after, the time that Unit Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Unit Owners other than the Developer refuse or fail to assume control.

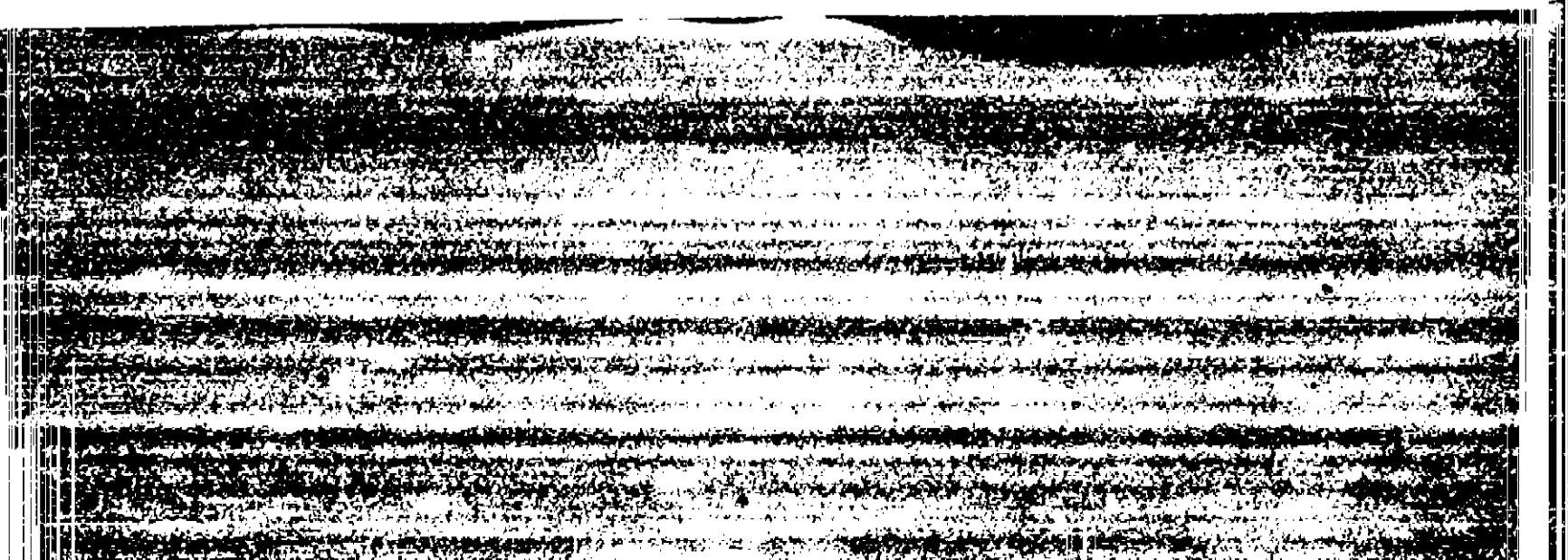
21.5 Assessments. The Developer shall be excused from payment of its share of the Common Expenses as to the units owned by the Developer during the "Guaranty Period" which is a period commencing upon the recording of this Declaration until the Developer turns over the control of the Association to Unit Owners other than the Developer. During the period of time when the Developer is excused from paying its share of the Common Expense, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected as the annual assessment for Common Expenses from Unit Owners other than the Developer. This obligation applies to the original units contained in this Condominium, as well as the Units contained in future Phases, if added. During the Guaranty Period, the annual assessment for each Unit, including reserves, shall not exceed \$2503.22 for the fiscal year ending March 31, 1994, \$2,878.70 for the fiscal year ending March 31, 1995, \$3,310.50 for the fiscal year ending March 31, 1996.

The Developer may extend the Guaranty Period for one or more one year periods at its sole discretion.

Upon the conclusion of the Guaranty Period, any working capital funds collected by the Association from Unit Owners upon their purchase of the Unit shall be available to the Association.

21.6 Condominium Name. Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name Concord at the Vineyards, or any derivation thereof, and the Developer reserves the right to use said name in future

SERIF (BASKERVILLE) SIZE 12pt (12/10/00)



projects. Further, nothing herein contained shall be construed as allowing this Association to manage future condominium projects.

**21.7 Assignment of Rights.** All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

**21.8 Amendments by Developer.** As long as the Developer owns Units for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and its exhibits for one or any combination of the following purposes:

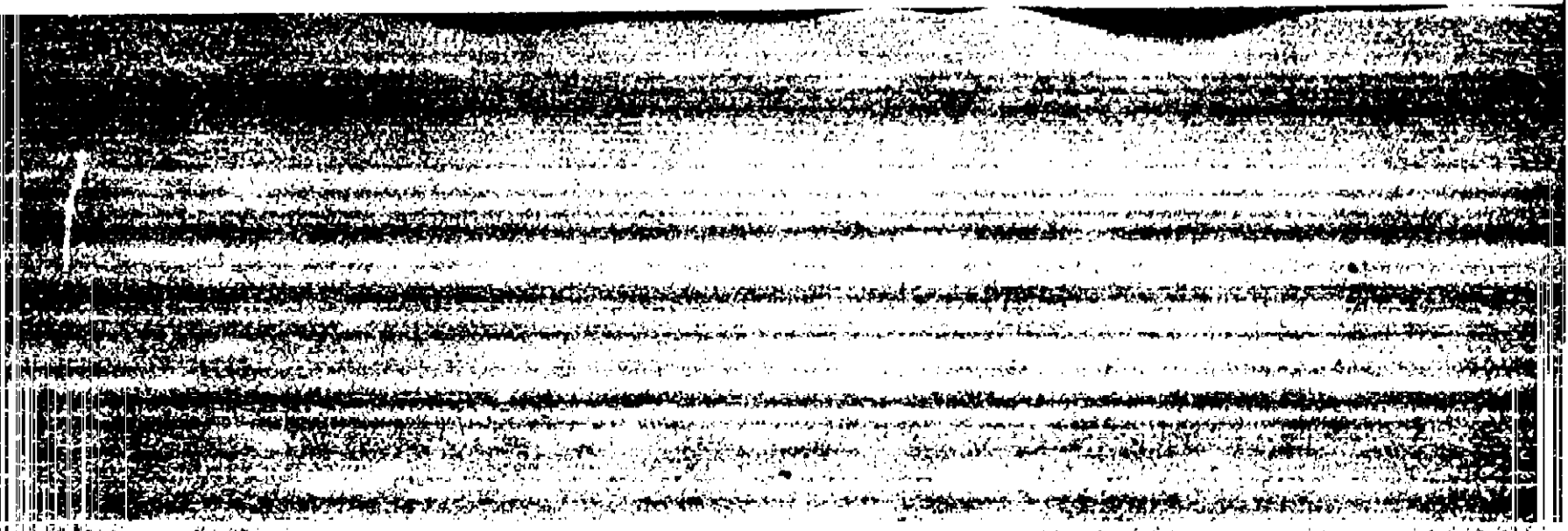
**A.** To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasi-government, agency or government-related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601-3631 (the "FHAA").

**B.** To conform to the requirements of any institutional mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties. Notwithstanding anything to the contrary contained in this Declaration, until the satisfaction of record of any mortgage placed upon the Condominium Property to finance the construction of the improvements for the Condominium Property (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration:

(1) Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld;

(2) No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the commonly insured real property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld; and

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



(3) If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium.

**C. For the purpose of adding lands comprising additional phases.**

Said Amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, and without any requirement of securing the consent of any Unit Owner, the Association, the members thereof or the owner and holder of any lien encumbering a condominium parcel. No amendment shall unlawfully discriminate against any Unit Owner or any class of Unit Owners; and no amendment shall change any Unit's share in the Common Elements and other appurtenances, nor increase the owner's proportionate share of the common expenses, unless the owner of the Units concerned and their institutional mortgagees shall consent in writing to the amendment.

21.9 Sales of Units. The Developer shall have the right to sell or transfer any Unit owned by it on such terms and conditions as it deems in its own best interest. No purchaser from the Developer shall be required to obtain Association approval for the said purchase.

22. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. In addition to the provisions contained in Section 21.8 herein, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the owners of one-fourth (1/4) of the Units.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon determine which of the methods shown in 22.3 below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than ninety (90) days after transmittal to the President.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents this Declaration may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting for which notice has been given to the members in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the By-Laws.

SERIF (BASKEVILLE) SIZE SAND SERIF (MICROFORM)



**22.4 Certificate Recording.** A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

**22.5 Proviso.** Except as to provisions contained in the Plan of Development Section and Sections 21.3 and 21.8 of this Declaration, any amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus, must be approved by two-thirds of the voting interests, and the record owner of the Unit and his institutional mortgagee, if any, consent or in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 or by the submission of additional phases to this Declaration. No amendment shall unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Unit Owners or Units.

**22.6 Correction of Errors.** If there is any omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

**22.7 Exceptions.** Wherever in this Declaration the consent, approval, or affirmative vote of more than two-thirds (2/3) of the voting interests, is required in order to take a particular action, the section requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to take the action.

**22.8 Amendment of Provision Relating to Developer.** As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may make any change in any provision relating specifically to the Developer without the Developer's written consent. No amendment may be made which in the Developer's sole judgment may impair or prejudice the rights or privileges of the Developer reserved in the Declaration without the Developer's prior written approval.

**22.9 Amendment to Conform to Federal Fair Housing Act.** This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that the Declaration of Condominium must be amended to comply with the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of Unit Owners as may otherwise be required hereunder or under the Bylaws.

**23. FINES.**

SERIF (BASKEVILLE) SIZE SAND SERIF (MILITARY)



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

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

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

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

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

B. Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

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

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

E. Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

**24. MISCELLANEOUS.**

**24.1 Severability.** The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, any Rules and Regulations of the Association, and any exhibit attached hereto, shall not affect the remaining portions thereof.

**24.2 Applicable Statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act.

**24.3 Conflicts.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's By-Laws or Articles of Incorporation, the Declaration shall control.

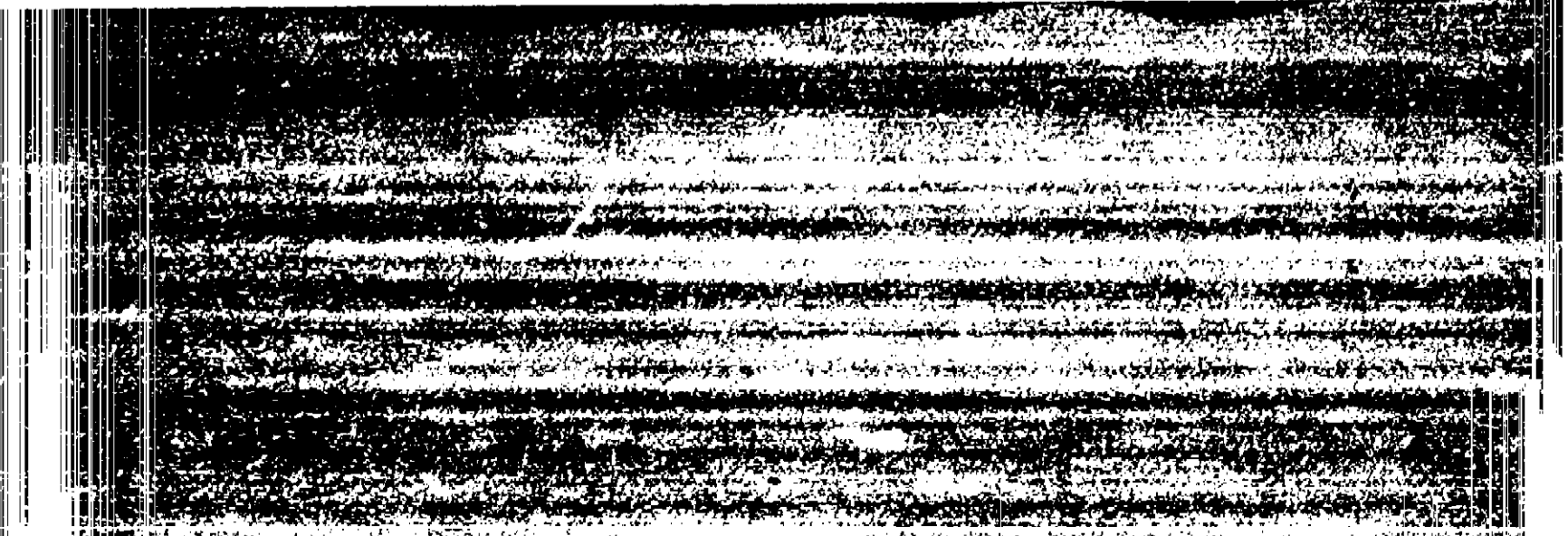
**24.4 Interpretation.** The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

**24.5 Exhibits.** There is hereby incorporated within this Declaration any materials contained in the exhibits attached hereto which under Condominium Act are required to be part of, or provided for in, the Declaration.

**24.6 Notices.** All notices required to be given under the provisions of this Declaration shall be addressed to the Developer at 6318 Trail Boulevard North, Naples, Florida 33963, or wherever the Developer may so designate, and to the Association at 6318 Trail Boulevard North, Naples, Florida 33963, and to the Unit Owners at the address of the Unit or the address of the Unit Owner that appears on the current roster of Unit Owners.

**IN WITNESS WHEREOF,** the Developer has executed this Declaration the day and year first above written.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



001923  
OR BOOK

000335  
PAGE

ERICKSEN/CONCORD PARTNERSHIP,  
LTD., a Florida Limited Partnership  
By its General Partner:

WITNESSES:

Patricia S. Knapp

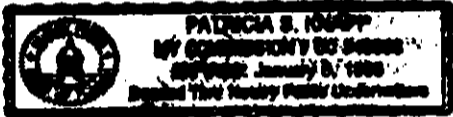
Miranda G. Kautka

ERICKSEN COMMUNITIES, INC.,  
a Florida Corporation

Grover G. Ericksen  
GROVER G. ERICKSEN  
President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8 day of March, 1994, by GROVER G. ERICKSEN, as President of ERICKSEN COMMUNITIES, INC., a Florida Corporation and the General Partner of ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.



Patricia S. Knapp  
Notary Public

Patricia S. Knapp  
Printed Name

This Instrument Prepared By:

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

SERIF (BASKERVILLE) SIZE 24 AND SERIF (MICROFORM)

001923

010136

OR BOOK

PAGE

JOINER OF MORTGAGEE

The undersigned Mortgagee, Citizens National Bank of Naples, as holder of that certain Mortgage and Security Agreement by and between ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership, as Mortgagor, and Citizens National Bank of Naples, as Mortgagee, dated July 15, 1993, and recorded in O.R. Book 1846, Page 858, of the Public Records of Collier County, Florida, hereby joins in the making of the foregoing Declaration of Condominium of Concord at the Vineyards.

Witnesses:

CITIZENS NATIONAL BANK OF NAPLES

*[Handwritten signatures of witnesses]*

By: *[Handwritten signature of Patrick K Miller]*

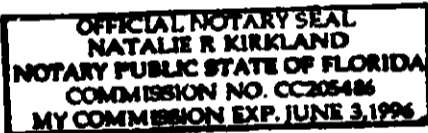
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of January, 1994, by Patrick K Miller as SVP of Citizens National Bank of Naples, a national banking association, on behalf of Citizens National Bank. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

*[Handwritten signature of Notary Public]*  
Notary Public (Signature)

My Commission Expires:

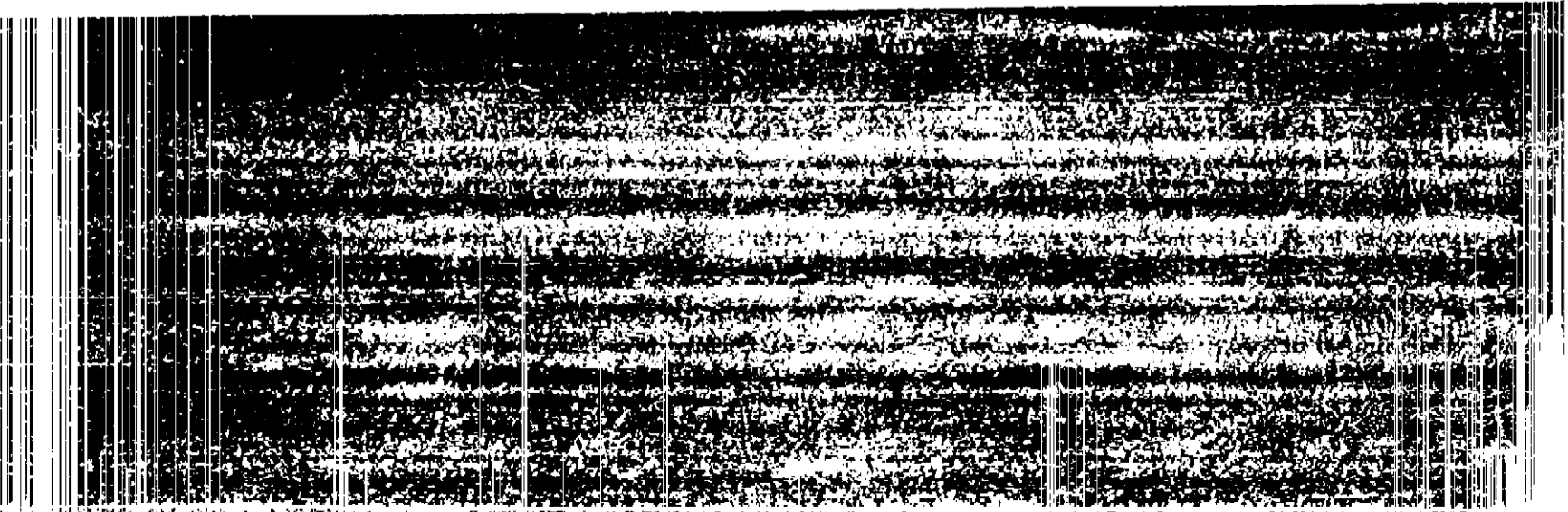
*[Handwritten name of Notary Public]*  
Notary Public (Printed Name)



(Seal)

This Instrument Prepared by:

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



SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

**PHASE 1  
LEGAL DESCRIPTION**

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS, Said Parcel of land being more particularly described by meets and bounds as follows;

**BEGINNING** at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

**THENCE** along the east line of said CONCORD AT THE VINEYARDS and the east line of said Parcel of land herein described, North 47°56'31" West, 185.11 feet to a point;

**THENCE** across said CONCORD AT THE VINEYARDS and along the northerly line of said Parcel of land the following Five (5) courses:

1. South 67°01'58" West, 131.11 feet to a point;
2. South 48°57'42" West, 18.00 feet to a point;
3. North 41°02'18" West, 75.82 feet to a point;
4. South 48°57'58" West, 83.87 feet to a point;
5. South 09°56'16" West, 78.14 feet to a point intersecting the westerly line of said Parcel of land;

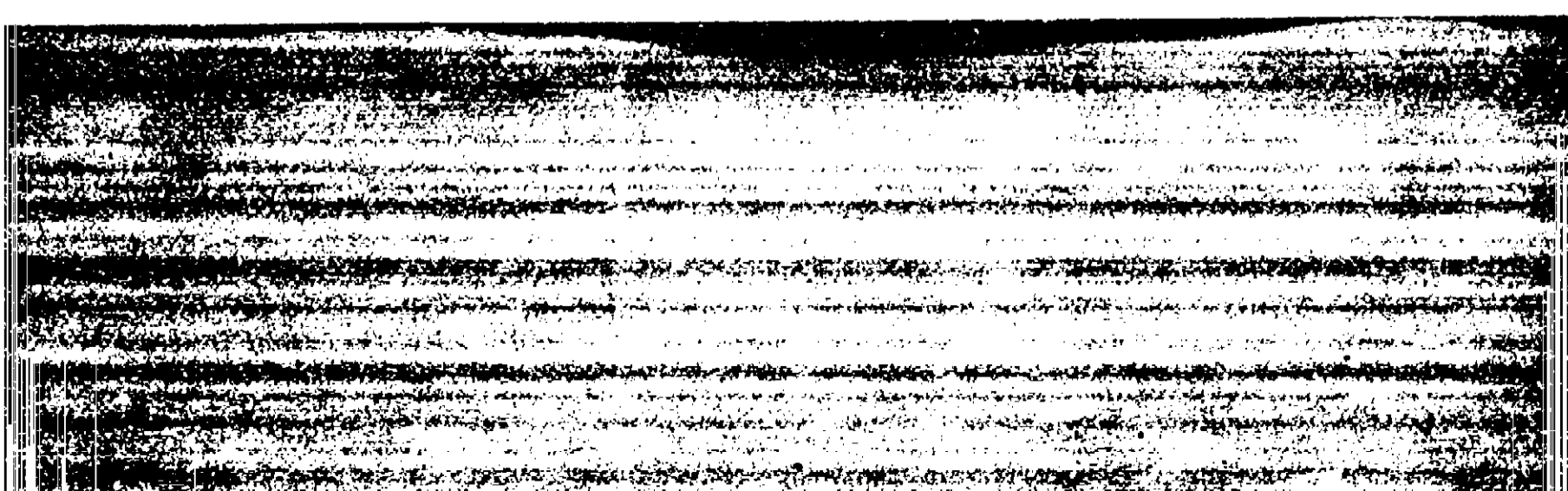
**THENCE** along the westerly line of said Parcel of land the following Four (4) courses:

1. South 80°03'44" East, 30.19 feet to a point;
2. South 25°20'27" West, 12.57 feet to a point;
3. South 89°53'14" West, 59.47 feet to a point
4. South 35°03'44" east, 155.85 feet to a point intersecting the southerly line of said CONCORD AT THE VINEYARDS and the southerly line of said Parcel of land;

**THENCE** along the southerly line of CONCORD AT THE VINEYARDS and the southerly line of said Parcel of land, North 54°56'16" East, 274.76 feet to the "POINT OF BEGINNING".

CONTAINING 1.38 acres of land more or less.

EXHIBIT "A"



SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

CONCORD, A CONDOMINIUM

Phase 2  
Legal Description

A parcel of land lying in and being part of **CONCORD AT THE VINEYARDS**, Said Parcel of land being more particularly described by meets and bounds as follows:

COMMENCING at the southeast corner of **CONCORD AT THE VINEYARDS**, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;  
THENCE, along the east line of said **CONCORD AT THE VINEYARDS**, South 47° 56' 31" East, 185.11 feet to the "POINT OF BEGINNING";

THENCE continuing along the east line of said **CONCORD AT THE VINEYARDS** and the east line of said Parcel of land herein described, North 31° 02' 18" West, 214.09 feet to a point;  
THENCE across said **CONCORD AT THE VINEYARDS** and along the northerly line of said Parcel of land the following Three (3) courses:

1. South 60° 22' 47" West, 178.41 feet to a point;
2. North 21° 02' 18" West, 20.99 feet to a point;
3. South 68° 57' 42" West, 63.20 feet to a point intersecting the westerly line of said Parcel of land;

THENCE along the westerly line of said Parcel of land, the following Eleven (11) courses:

1. South 36° 17' 09" East, 32.79 feet to a point;
2. along a curve, concave to the west, whose elements are: central angel of 17° 02' 52", radius of 96.00 feet, arc length of 28.56 feet a chord that bears South 27° 45' 43" East 28.46 feet to a point;
3. South 19° 14' 17" East, 16.51 feet to a point;
4. along a curve, concave to the west, whose elements are: central angel of 23° 49' 00", radius of 40.00 feet, arc length of 16.63 feet and a chord that bears South 07° 19' 47" East, 16.51 feet to a point;
5. South 04° 34' 44" West, 20.42 feet to a point;
6. along a curve, concave to the west, whose elements are: central angle of 56° 07' 10", radius of 30.00 feet, arc length of 29.38 feet and a chord that bears South 23° 28' 52" East, 28.22 feet to a point;
7. South 51° 32' 27" East, 16.79 feet to a point;
8. along a curve, concave to the west, whose elements are central angle of 33° 37' 31", radius of 30.00 feet, arc length of 17.60 feet and a chord that bears South 88° 21' 08" East, 17.35 feet to a point;
9. South 85° 09' 48" East, 11.76 feet to a point;
10. North 48° 57' 58" East, 75.72 feet to a point;
11. South 41° 02' 20" East, 75.82 feet to a point intersecting the common line between said Phase 1 and said Phase 2;

THENCE along the common line between said Phase 1 and said Phase 2, the following Two (2) courses:

1. North 48° 57' 42" East, 18.00 feet to a point;
2. North 67° 01' 58" East, 131.11 feet to the "POINT OF BEGINNING".

CONTAINING 1.06 acres of land more or less.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



## CONCORD, A CONDOMINIUM

Phase 8  
Legal Description

A parcel of land lying in and being part of CONCORD AT THE VINEYARDS, Said Parcel of land being more particularly described by meets and bounds as follows:

COMMENCING at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;  
THENCE, along the east line of said CONCORD AT THE VINEYARDS, North 47° 56' 31" West, 185.11 feet to a point;

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS, North 21° 49' 57" West, 28.27 feet to a point being the northeast corner of CONCORD AT THE VINEYARDS;

THENCE along the north line of said CONCORD AT THE VINEYARDS, South 75° 42' 08" West 455.88 feet to a point intersecting the easterly right-of-way line of VINEYARDS BOULEVARD;

THENCE along the easterly right-of-way line of VINEYARDS BOULEVARD, South 14° 54' 41" East, 389.20 feet to a point;

THENCE along a curve, concave to the east, whose elements are: Central angle of 07° 20' 32", radius of 840.00 feet, arc length of 107.64 feet and a chord that bears South 18° 34' 57" East, 107.57 feet to the 'POINT OF BEGINNING';

THENCE along the westerly line of said Parcel of land and the easterly right-of-way line of VINEYARDS BOULEVARD, the following Two (2) courses;

1. along a curve, concave to the east, whose elements are central angle of 10° 08' 10", radius of 840.00 feet, arc length of 2807.55 feet and a chord that bears South 31° 49' 18" East, 279.25 feet to a point;
2. South 41° 23' 23" East, 15.00 feet to a point;

THENCE along the common line between said Phase 8 and said Phase 9, the following Two (2) courses:

1. North 48° 36' 37" East, 132.71 feet to a point;
2. North 27° 30' 22" East, 97.52 feet to a point;

THENCE along the easterly line of said Parcel herein described the following Five (5) courses:

1. along a curve, concave to the north, whose elements are central angle of 83° 26' 45", radius of 40.00 feet, arc length of 58.26 feet and a chord that bears South 54° 55' 50" East, 53.24 feet to a point;
2. North 13° 12' 27" West, 27.91 feet to a point;
3. North 52° 11' 53" West, 18.77 feet to a point;
4. North 75° 31' 31" West, 11.87 feet to a point;
5. along a curve, concave to the north, whose elements are: central angle of 55° 11' 08", radius of 40.00 feet, arc length of 38.53 feet and a chord that bears South 47° 55' 56" East, 37.05 feet to a point;

THENCE along the northerly line of said Parcel herein described, the following Three (3) courses:

1. South 48° 31' 50" West, 131.84 feet to a point;
2. North 23° 20' 08" West, 98.54 feet to a point;
3. South 66° 39' 52" West, 65.51 feet to the 'POINT OF BEGINNING'.

CONTAINING 0.98 acres of land more or less.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

# PHASE 9

# CONCORD, A CONDOMINIUM

## PHASE 9 LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS, Said Parcel of land being more particularly described by meets and bounds as follows:

**BEGINNING** at the southwest corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

**THENCE** along the south line of said CONCORD AT THE VINEYARDS and the south line of said Parcel of land herein described, North 54°56'16" East, 31.75 feet to a point;

**THENCE** across said CONCORD AT THE VINEYARDS and along the east line of said Parcel, North 35°03'44" West, 155.85 feet to a point;

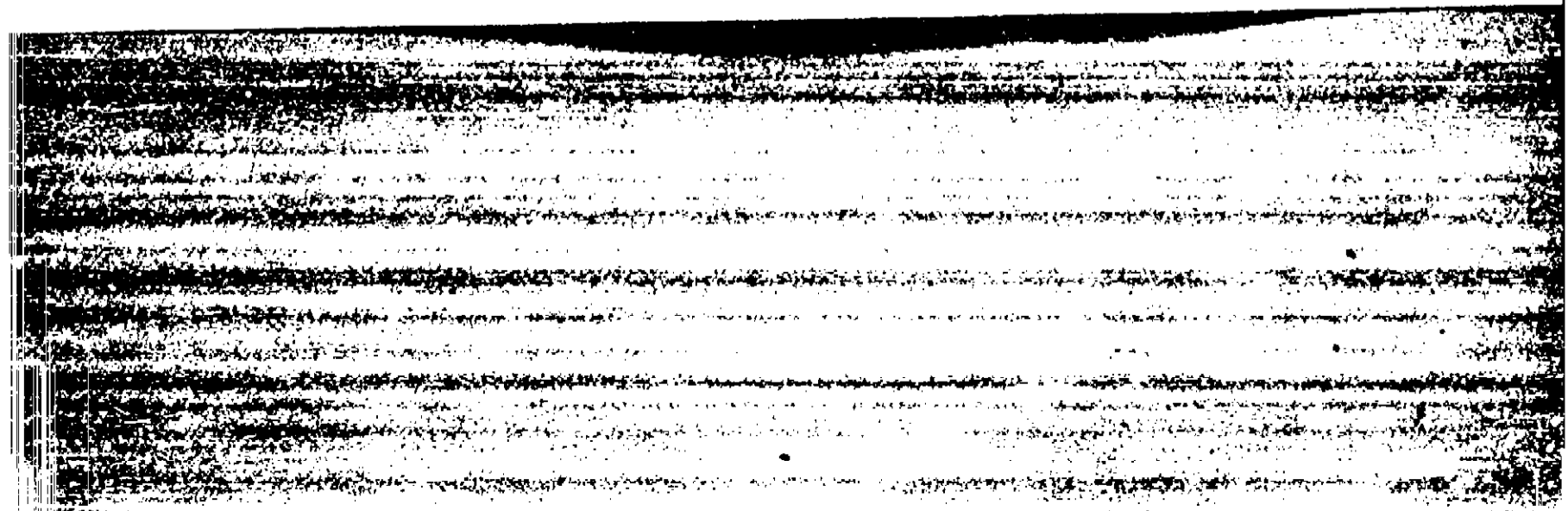
**THENCE** across said CONCORD AT THE VINEYARDS and along the northerly line of said Parcel of land the following Five (5) courses:

1. South 89°53'14" West, 59.47 feet to a point;
2. along a curve, concave to the north, whose elements are: central angle of 58°00'21", radius of 40.00 feet, arc length of 40.50 and a chord that bears South 54°20'38" West, 38.79 feet to a point;
3. South 83°20'48" West, 24.40 feet to a point;
4. South 27°30'22" West, 97.52 feet to a point;
5. South 48°36'37" West, 132.71 feet to a point intersecting the westerly line of said Parcel of land;

**THENCE** along the westerly line of said Parcel of land, South 41°23'23" East, 142.43 feet to the "POINT OF BEGINNING".

CONTAINING 1.24 acres of land more or less.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

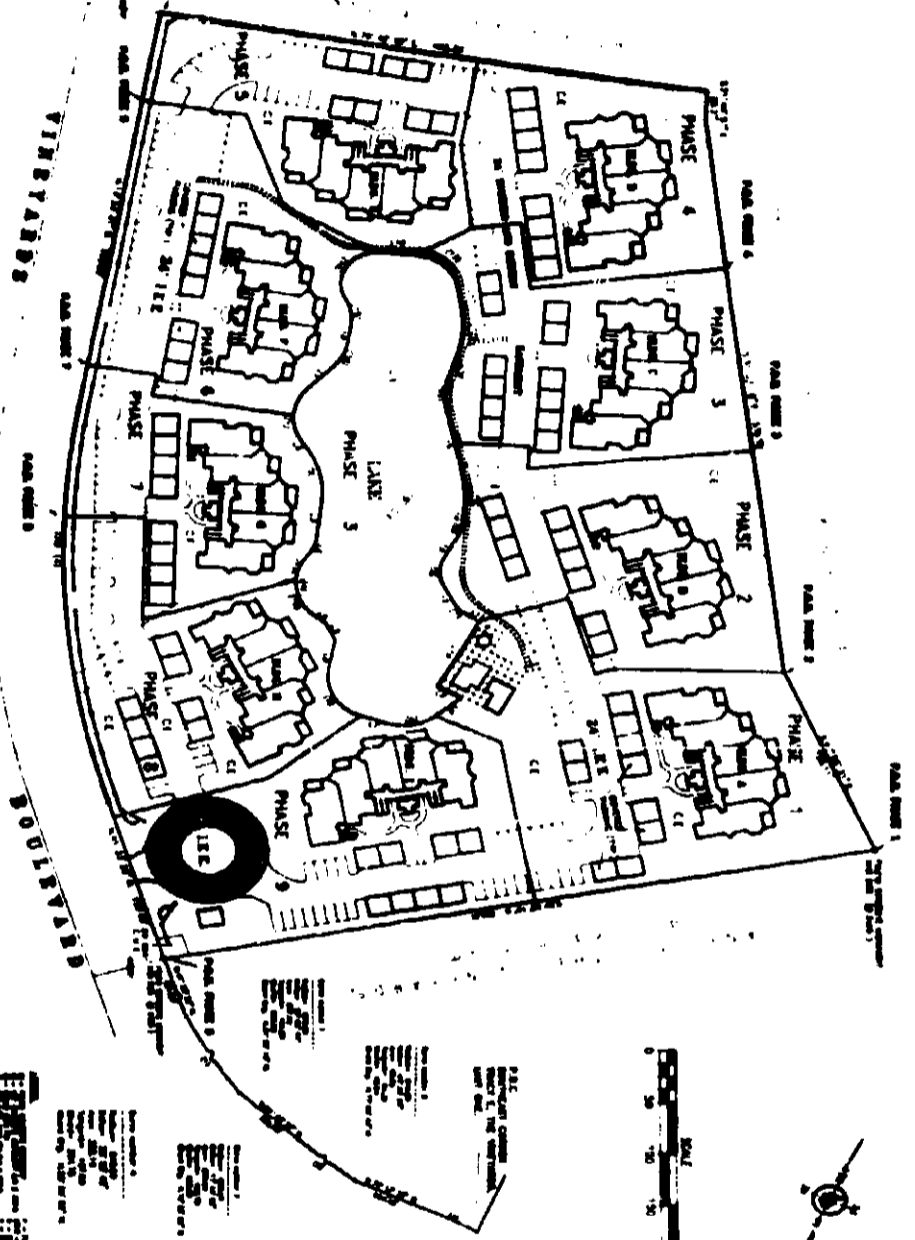


001923  
OR BOOK

000341  
PAGE

# CONCORD, A CONDOMINIUM

CONDOMINIUM BOOK PAGE  
SHEET 1 OF 2



**CONCRETE TABLE**

NO.	DESCRIPTION	QTY.	UNIT	REMARKS
1	CONCRETE	100	YD	
2	CONCRETE	200	YD	
3	CONCRETE	300	YD	
4	CONCRETE	400	YD	
5	CONCRETE	500	YD	
6	CONCRETE	600	YD	
7	CONCRETE	700	YD	
8	CONCRETE	800	YD	
9	CONCRETE	900	YD	
10	CONCRETE	1000	YD	

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 1/1/81

RECORD SURVEY & SITE PLAN  
 EXHIBIT  
 CONCORD, A CONDOMINIUM  
 EDDY/CONCORD CONDO.



NO. 1001923

LEGAL DESCRIPTION OR BOOK

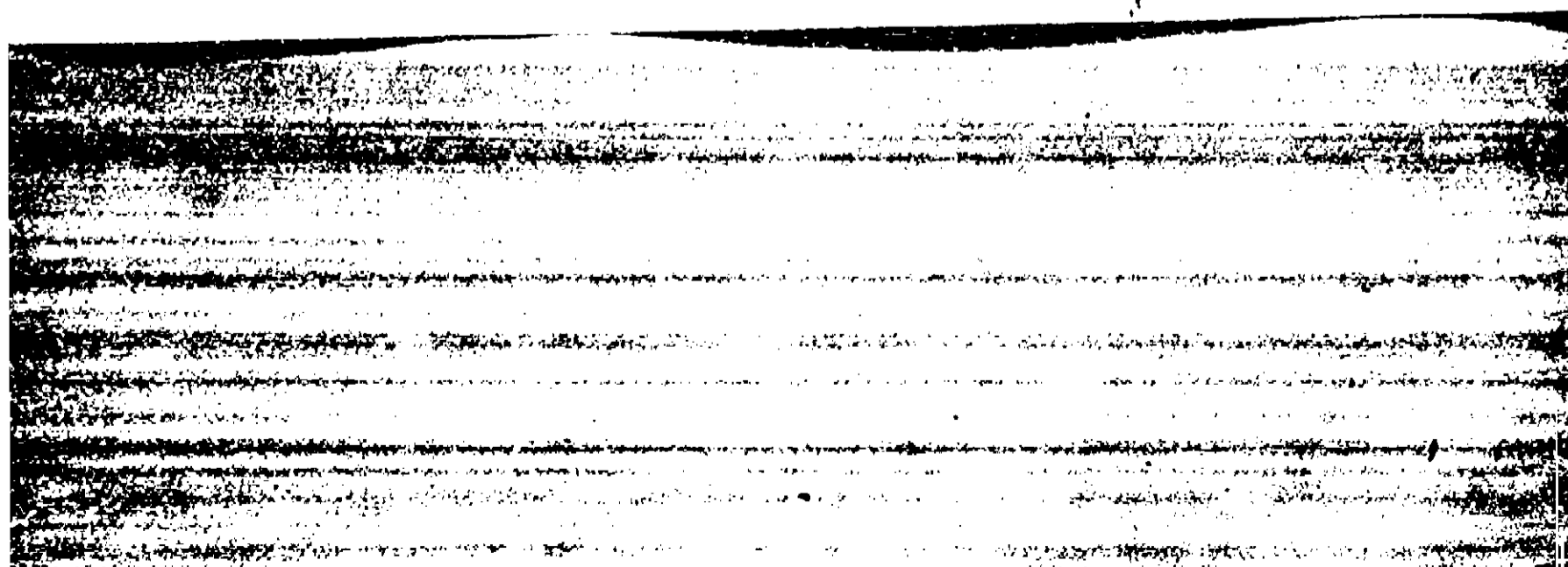
A parcel of land located in Section 8, Township 49 South, Range 26 East, Collier County, Florida, and being a Portion of Tract E of THE VINEYARDS, UNIT ONE, as recorded in Plat Book 14, Pages 67-74 of the Public Records of Collier County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of Tract E, THE VINEYARDS, UNIT ONE, and being on the North Right-of-Way line of Vineyards Boulevard and being a common corner to Tract P-1, THE VINEYARDS, UNIT ONE; thence along said North Right-of-Way line on a circular curve to the left, having a radius of 810.00 feet, a central angle of 4 degrees 33'38", a chord of 48.54 feet and a chord bearing of North 77 degrees 00'44" West, 33'38", a chord of 48.56 feet to the point of tangency; thence along the arc of said curve a distance of 48.56 feet to the point of tangency; thence North 79 degrees 17'33" West along said North Right-of-Way line, a distance of 654.46 feet to the point of curvature of a circular curve to the right having a radius of 685.00 feet, a central angle of 17 degrees 44'26", a chord of 205.88 feet and a chord bearing of North 70 degrees 25'20" West; thence along the arc of said curve, being on said North Right-of-Way line, a distance of 205.90 feet to the point of tangency; thence North 61 degrees 33'07" West along said North Right-of-Way line, a distance of 193.11 feet to the Southwest corner of TUSCANY AT THE VINEYARDS, a Condominium; thence continuing along said North Right-of-Way line North 61 degrees 33'07" West a distance of 198.94 feet to the point of curvature of a circular curve to the right having a radius of 590.00 feet, a central angle of 20 degrees 09'44", a chord of 206.55 feet and a chord bearing of North 51 degrees 28'15" West; thence along the arc of said curve, being on said North Right-of-Way line, a distance of 207.62 feet to the point of tangency; thence North 41 degrees 23'23" West along the Northeast Right-of-Way line of Vineyards Boulevard a distance of 461.89 feet to the Northwest corner of TUSCANY AT THE VINEYARDS, A Condominium and the POINT OF BEGINNING of the herein described parcel of land; thence continuing North 41 degrees 23'23" West along said Right-of-Way line, a distance of 157.43 feet to the point of curvature of a circular curve to the right having a radius of 840.00 feet, a central angle of 26 degrees 28'42", a chord of 384.75 feet and a chord bearing of North 28 degrees 09'02" West; thence along the arc of said curve, being on said Northeast Right-of-Way line, a distance of 388.19 feet to the point of tangency; thence North 14 degrees 54'51" West, along said Northeast Right-of-Way line, a distance of 389.20 feet to the Southwest corner of TRAVIGNE, a Condominium; thence North 75 degrees 42'05" East along the South line of said TRAVIGNE, a distance of 455.88 feet to the Southeast corner of said TRAVIGNE; thence South 21 degrees 49'57" East a distance of 28.27 feet; thence South 31 degrees 02'18" East a distance of 535.52 feet; thence South 47 degrees 56'31" East a distance of 185.11 feet to the Northeast corner of TUSCANY AT THE VINEYARDS, a Condominium; thence South 54 degrees 56'16" West along the North line of said TUSCANY AT THE VINEYARDS, a distance of 586.51 feet to the POINT OF BEGINNING.

Containing 10.334 Acres more or less.

EXHIBIT B

SERIF (BASKERVILLE) SIZE 24pt (MICROFORM)

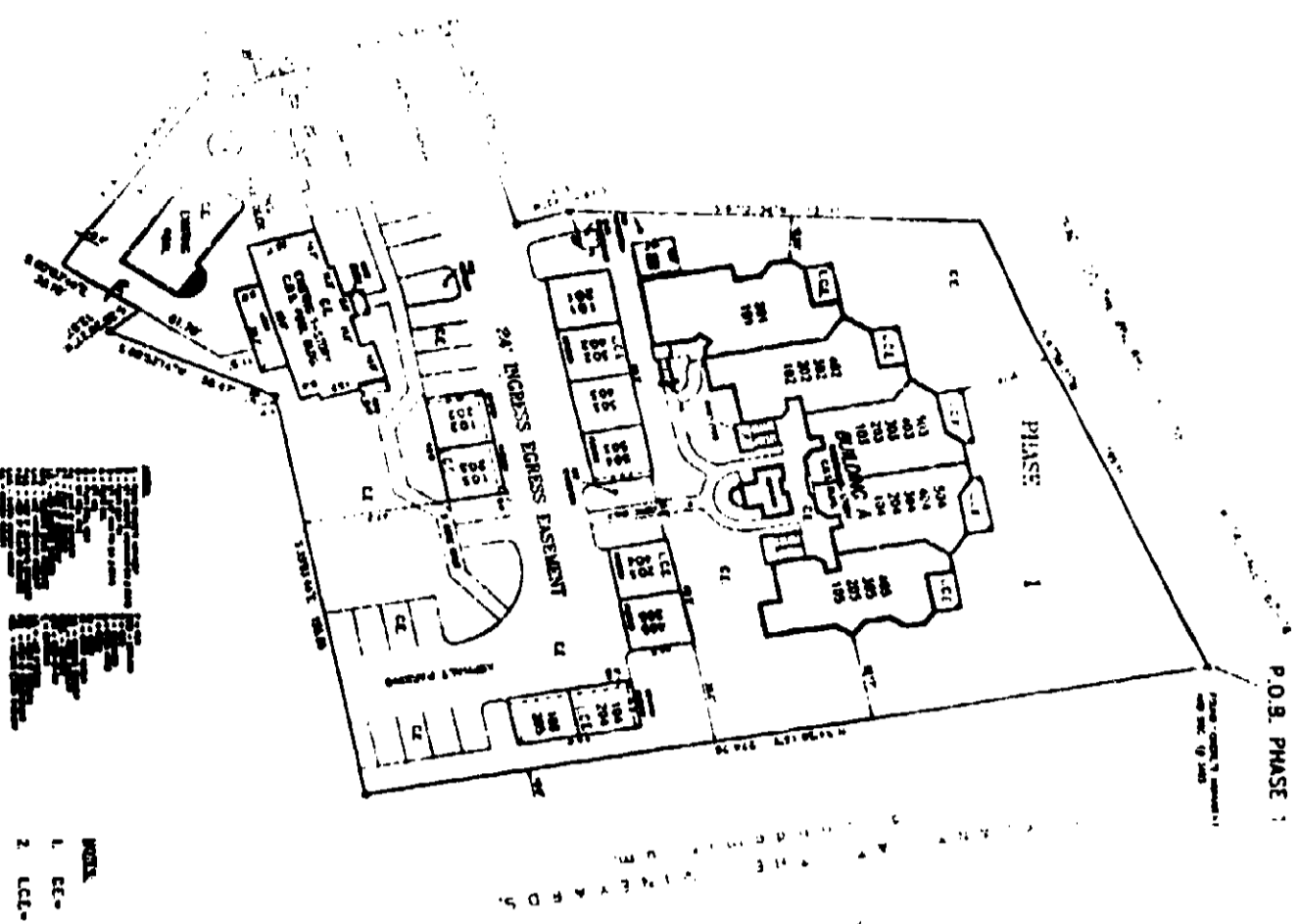


001923  
OR BOOK

000343  
PAGE

CONDOMINIUM BOOK PAGE

PHASE 1  
CONCORD, A CONDOMINIUM



- KEY
- 1. EC - COMMON ELEMENT
  - 2. LCL - LIMITED COMMON ELEMENT

**NOTES:**

1. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
2. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
3. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
4. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
5. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
6. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
7. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
8. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
9. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.
10. The owner of any unit in this condominium shall be deemed to have accepted the terms and conditions of the declaration of the condominium and the rules and regulations of the condominium.



APPROVED BY: *[Signature]* 3/10/94

DATE: 3/10/94

RECORD SURVEY

OWNER: PHASE 1 CONCORD, A CONDOMINIUM

PROJECT: PHASE 1 CONCORD, A CONDOMINIUM

DATE: 3/10/94

SCALE: AS SHOWN

BY: *[Signature]*

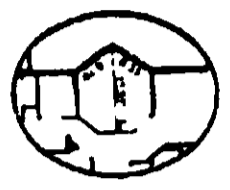
001923

000344

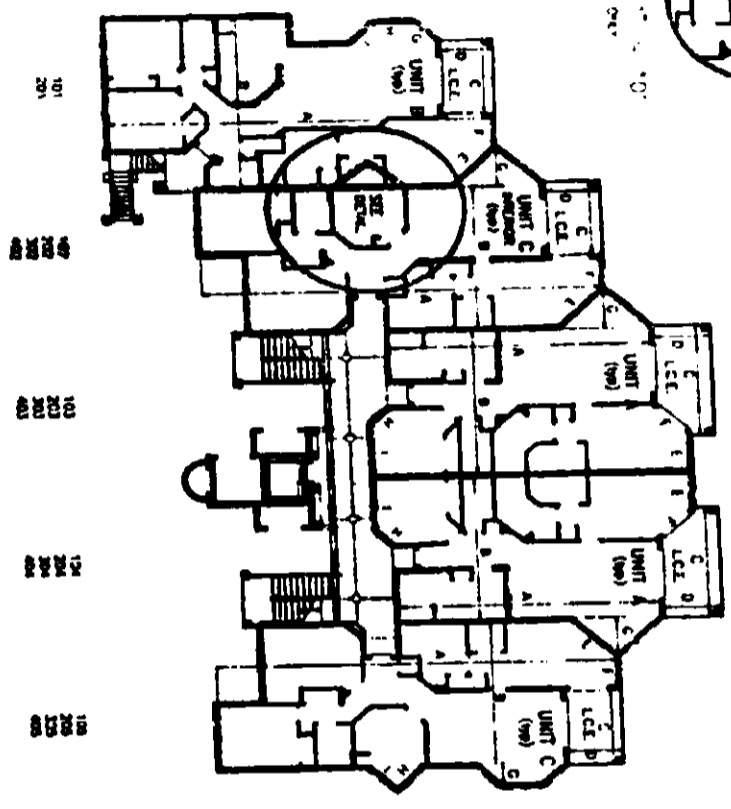
NR BOOK

PAGE

CONDOMINIUM BOOK PAGE



DETAIL UNIT A



PHASE 1  
CONCORD, A CONDOMINIUM

INDEX  
1. L.C.T. - UNIT COMMON ELEMENT

NO.	DESCRIPTION	AMOUNT	DATE	BALANCE
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				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				
77				
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				

UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.
101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130
131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200

RECORD SURVEY SHEET 2 OF 3 EXHIBIT

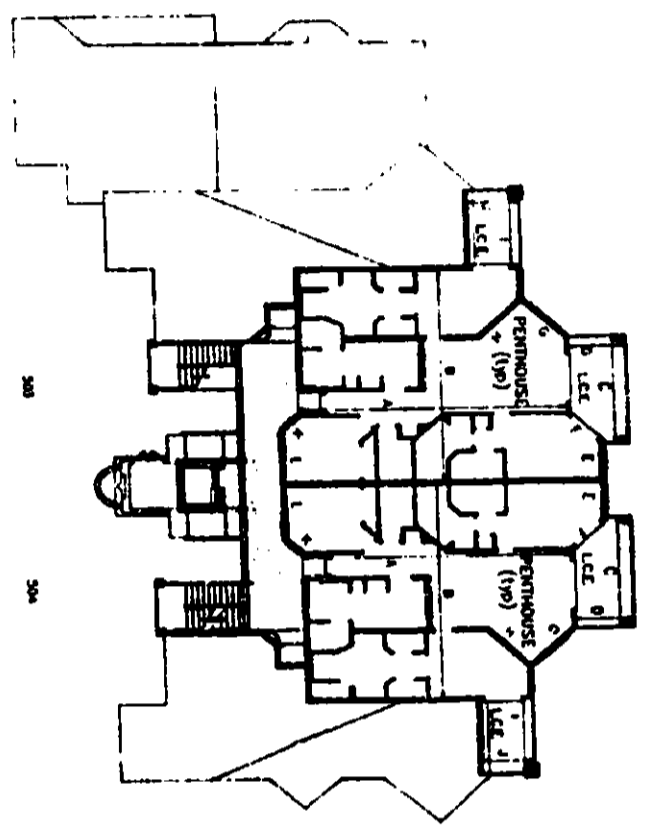
PHASE 1  
CONCORD, A CONDOMINIUM

INDUSTRIAL JURAC CIVIC

DATE: 1/1/88

BY: J. W. BROWN, JR.





PHASE 1  
CONCORD, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

UNIT NO.	UNIT AREA	UNIT PRICE	UNIT TYPE	UNIT STATUS	UNIT DATE	UNIT OWNER
1	1,150	1,150	1 BR	1	1/1/80	1
2	1,150	1,150	1 BR	1	1/1/80	1
3	1,150	1,150	1 BR	1	1/1/80	1
4	1,150	1,150	1 BR	1	1/1/80	1
5	1,150	1,150	1 BR	1	1/1/80	1
6	1,150	1,150	1 BR	1	1/1/80	1
7	1,150	1,150	1 BR	1	1/1/80	1
8	1,150	1,150	1 BR	1	1/1/80	1
9	1,150	1,150	1 BR	1	1/1/80	1
10	1,150	1,150	1 BR	1	1/1/80	1
11	1,150	1,150	1 BR	1	1/1/80	1
12	1,150	1,150	1 BR	1	1/1/80	1
13	1,150	1,150	1 BR	1	1/1/80	1
14	1,150	1,150	1 BR	1	1/1/80	1
15	1,150	1,150	1 BR	1	1/1/80	1
16	1,150	1,150	1 BR	1	1/1/80	1
17	1,150	1,150	1 BR	1	1/1/80	1
18	1,150	1,150	1 BR	1	1/1/80	1
19	1,150	1,150	1 BR	1	1/1/80	1
20	1,150	1,150	1 BR	1	1/1/80	1
21	1,150	1,150	1 BR	1	1/1/80	1
22	1,150	1,150	1 BR	1	1/1/80	1
23	1,150	1,150	1 BR	1	1/1/80	1
24	1,150	1,150	1 BR	1	1/1/80	1
25	1,150	1,150	1 BR	1	1/1/80	1
26	1,150	1,150	1 BR	1	1/1/80	1
27	1,150	1,150	1 BR	1	1/1/80	1
28	1,150	1,150	1 BR	1	1/1/80	1
29	1,150	1,150	1 BR	1	1/1/80	1
30	1,150	1,150	1 BR	1	1/1/80	1
31	1,150	1,150	1 BR	1	1/1/80	1
32	1,150	1,150	1 BR	1	1/1/80	1
33	1,150	1,150	1 BR	1	1/1/80	1
34	1,150	1,150	1 BR	1	1/1/80	1
35	1,150	1,150	1 BR	1	1/1/80	1
36	1,150	1,150	1 BR	1	1/1/80	1
37	1,150	1,150	1 BR	1	1/1/80	1
38	1,150	1,150	1 BR	1	1/1/80	1
39	1,150	1,150	1 BR	1	1/1/80	1
40	1,150	1,150	1 BR	1	1/1/80	1
41	1,150	1,150	1 BR	1	1/1/80	1
42	1,150	1,150	1 BR	1	1/1/80	1
43	1,150	1,150	1 BR	1	1/1/80	1
44	1,150	1,150	1 BR	1	1/1/80	1
45	1,150	1,150	1 BR	1	1/1/80	1
46	1,150	1,150	1 BR	1	1/1/80	1
47	1,150	1,150	1 BR	1	1/1/80	1
48	1,150	1,150	1 BR	1	1/1/80	1
49	1,150	1,150	1 BR	1	1/1/80	1
50	1,150	1,150	1 BR	1	1/1/80	1

SECOND SURVEY SHEET 1 OF 3

PROJECT: CONCORD CORP  
 PHASE 1  
 CONCORD, A CONDOMINIUM  
 A TRUST & ASSOCIATES, INC.

DATE: 1/1/80

BY: [Signature]

NOTES

1. L.C.E. - LIMITED COMMON ELEMENT

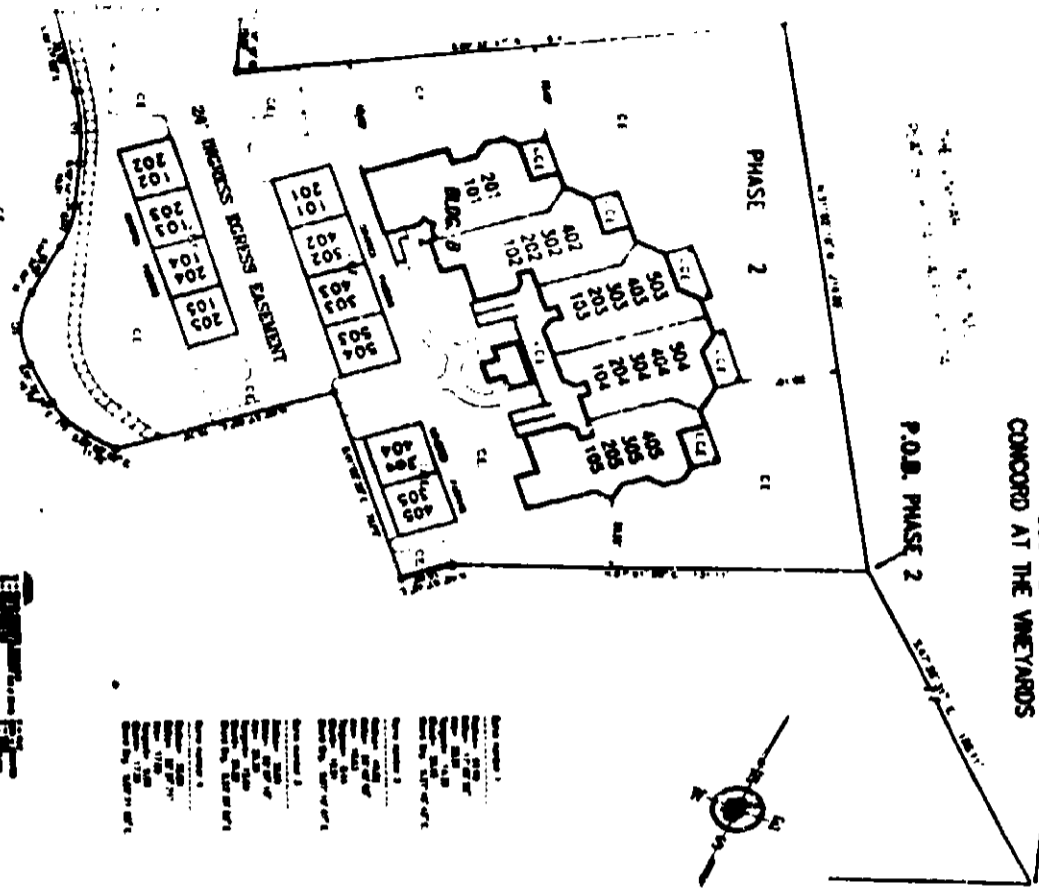
001 923  
OP BOOK

000346  
PAGE

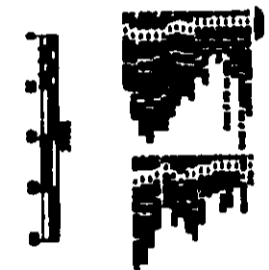
CONDOMINIUM BOOK PAGE  
SHEET 2 OF 2

**PHASE 2  
CONCORD, A CONDOMINIUM**

THIS PLAN shows the layout of the units and common areas of the Phase 2 portion of the Concord Condominium. The units are shown with their respective numbers and the common areas are shown with their respective descriptions. The units are shown with their respective numbers and the common areas are shown with their respective descriptions. The units are shown with their respective numbers and the common areas are shown with their respective descriptions.



ALL DIMENSIONS ARE IN FEET  
UNLESS OTHERWISE NOTED  
C.P. - COMMON ELEMENT  
L.C.E. - LIMITED COMMON ELEMENT



*[Signature]*  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA  
No. 12345  
DATE: 10/15/2010

RECORD SURVEY  
SITE PLAN  
DRAWN

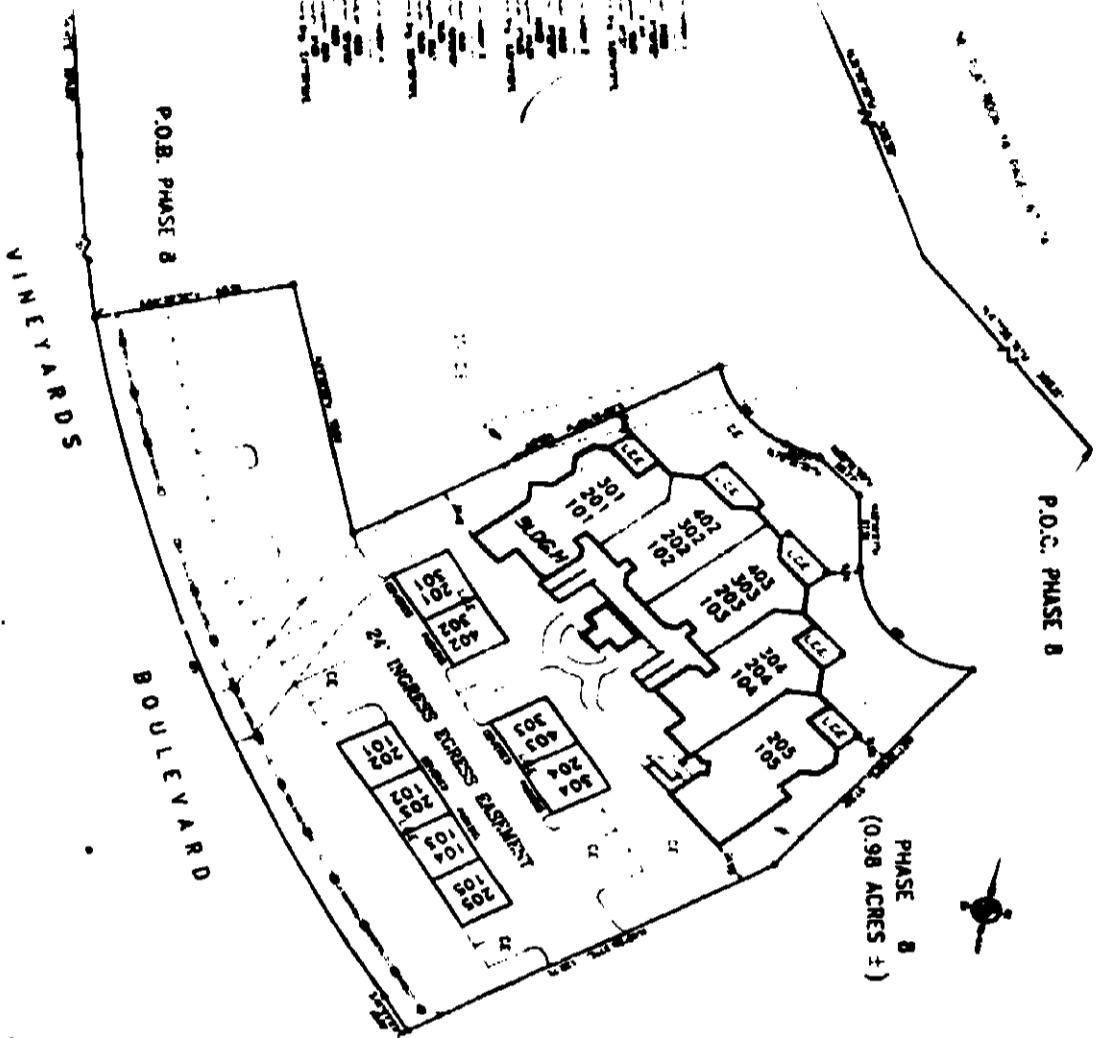
PROJECT	PHASE 2 CONCORD, A CONDOMINIUM
OWNER	CONCORD CONDOMINIUM ASSOCIATION
DATE	10/15/2010
SCALE	AS SHOWN

001923  
OR BOOK

000347  
PAGE

P.O.C. PHASE 8

PHASE 8  
(0.98 ACRES ±)



CONDOMINIUM BOOK PAGE  
PHASE 8  
CONCORD, A CONDOMINIUM

1. The purpose of this plan is to show the location of the units and the common areas of the condominium project. The units are shown by the numbers 201 through 300. The common areas are shown by the letters A through H. The ingress easement is shown by the number 24. The location of the units and common areas is shown by the lines and letters on the plan. The ingress easement is shown by the number 24. The location of the units and common areas is shown by the lines and letters on the plan.

2. The units are shown by the numbers 201 through 300. The common areas are shown by the letters A through H. The ingress easement is shown by the number 24. The location of the units and common areas is shown by the lines and letters on the plan.

3. The ingress easement is shown by the number 24. The location of the units and common areas is shown by the lines and letters on the plan.

4. The location of the units and common areas is shown by the lines and letters on the plan.

5. The location of the units and common areas is shown by the lines and letters on the plan.

6. The location of the units and common areas is shown by the lines and letters on the plan.

7. The location of the units and common areas is shown by the lines and letters on the plan.

8. The location of the units and common areas is shown by the lines and letters on the plan.

9. The location of the units and common areas is shown by the lines and letters on the plan.

10. The location of the units and common areas is shown by the lines and letters on the plan.

WALTER R. HARRIS, CIVIL ENGINEER  
 11111 1/2th Street, N.E.  
 Seattle, Washington 98105  
 1/12/71

RECORD SURVEY SITE PLAN CONCORD



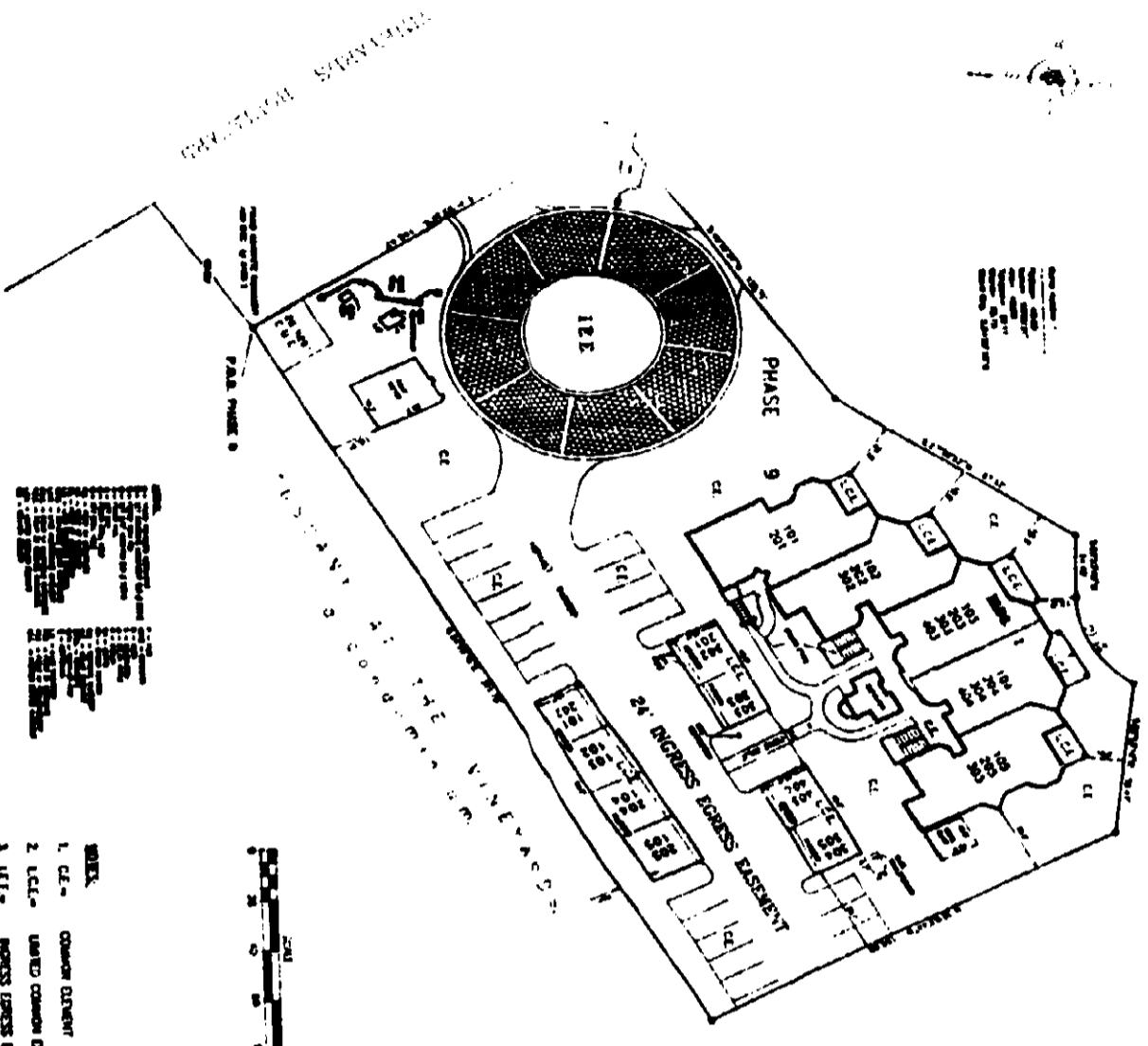
CONCORD, A CONDOMINIUM	PHASE 8
WALTER R. HARRIS, CIVIL ENGINEER	
11111 1/2th Street, N.E.	
Seattle, Washington 98105	
1/12/71	

001923  
OR BOOK

000348  
PAGE

CONDOMINIUM BOOK PAGE

PHASE 9  
CONCORD, A CONDOMINIUM



1. The Project, Concord, A Condominium, is a multi-unit residential development consisting of 200 units, including 100 units in Phase 9 and 100 units in Phase 10. The Project is located on the east side of Sunset Avenue, between Park Drive and Vine Avenue, in the City of Los Angeles, California.

2. The Project is a multi-unit residential development consisting of 200 units, including 100 units in Phase 9 and 100 units in Phase 10. The Project is located on the east side of Sunset Avenue, between Park Drive and Vine Avenue, in the City of Los Angeles, California.

3. The Project is a multi-unit residential development consisting of 200 units, including 100 units in Phase 9 and 100 units in Phase 10. The Project is located on the east side of Sunset Avenue, between Park Drive and Vine Avenue, in the City of Los Angeles, California.

RECORD SURVEY SHEET 1 OF 3

DATE: 3/10/04

ENGINEER: [Signature]

PROJECT	CONCORD, A CONDOMINIUM
DATE	3/10/04
ENGINEER	[Signature]
DATE	3/10/04
PROJECT	CONCORD, A CONDOMINIUM
DATE	3/10/04
ENGINEER	[Signature]
DATE	3/10/04

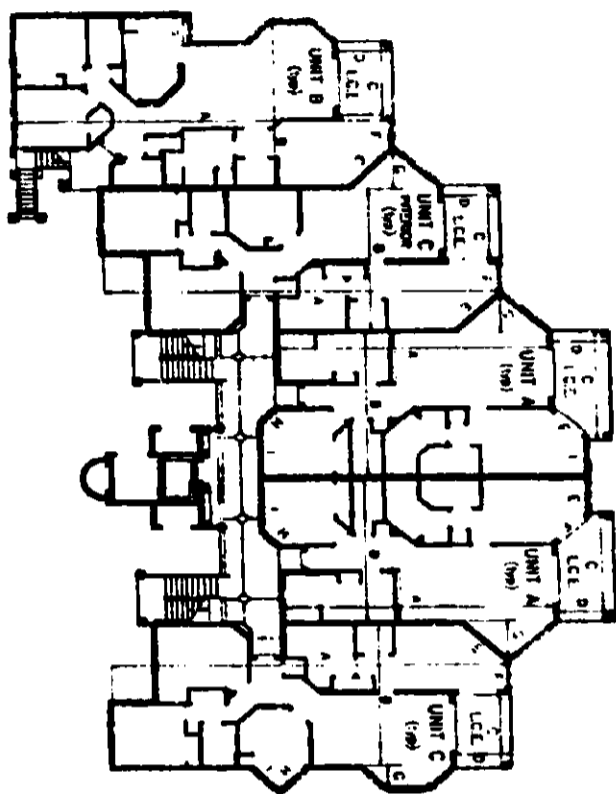
001923

000349

OFF BOOK

PAGE

CONDOMINIUM BOOK PAGE



PHASE 9  
CONCORD, A CONDOMINIUM

101 102 103 104 105  
201 202 203 204 205

NOTES  
1. L.C.L. - LIVING COMMON ELEMENTS

UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.
A	B	C	D	E	F	G	H	I	J	K	L	M
101	102	103	104	105	201	202	203	204	205			
1400	1400	1400	1400	1400	1400	1400	1400	1400	1400			
8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75			
13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25			
1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			

RECORD SURVEY SHEET 2 OF 3 EXHIBIT

PHASE 9  
CONCORD, A CONDOMINIUM

1. TRAVIS A. BARRON, INC.  
10000 W. 10TH AVE., SUITE 100  
DENVER, CO 80231  
TEL: 303.733.0000

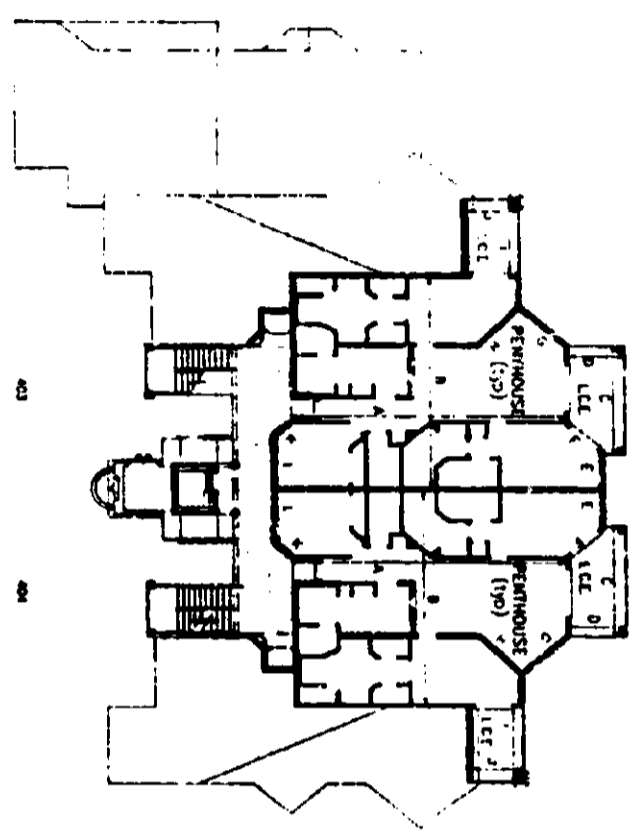
001923

000350

BOOK

PAGE

CONDOMINIUM BOOK PAGE



PHASE 9  
CONCORD, A CONDOMINIUM

NOTES:  
1. U.C.L. - UNITED COMMON ELEMENTS

UNIT NO.	AREA (SQ. FT.)	FINISH	UNIT NO.	AREA (SQ. FT.)	FINISH
101	1,150	CONCRETE	101	1,150	CONCRETE
102	1,150	CONCRETE	102	1,150	CONCRETE
103	1,150	CONCRETE	103	1,150	CONCRETE
104	1,150	CONCRETE	104	1,150	CONCRETE
105	1,150	CONCRETE	105	1,150	CONCRETE
106	1,150	CONCRETE	106	1,150	CONCRETE
107	1,150	CONCRETE	107	1,150	CONCRETE
108	1,150	CONCRETE	108	1,150	CONCRETE
109	1,150	CONCRETE	109	1,150	CONCRETE
110	1,150	CONCRETE	110	1,150	CONCRETE

RECORD SURVEY SHEET 3 OF 3

DATE: 12/21/00

PROJECT: PHASE 9 CONCORD, A CONDOMINIUM

DESIGNER: [Signature]

DATE: 12/21/00



A. TRIGO & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS & PLANNERS  
1033 FAITH AVENUE NORTH  
Naples, Florida 33940

**SURVEYORS CERTIFICATE**  
-----

As to Concord, Phase 1, a condominium, Tract 'A', Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building A, Concord, Phase 1, a condominium, Tract 'A', Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Concord, Phase 1, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord, Phase 1, a condominium, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Concord, Phase 1, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Concord, Phase 1, a condominium and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.  
Registered Land Surveyors & Planners

By *[Signature]* Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

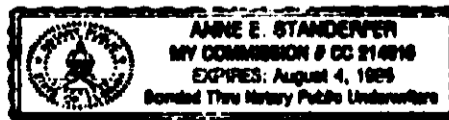
DATE *MARCH 11, 1994*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this *MARCH 11*, 1994 by Antonio Trigo, who is personally known to me and who did not take an oath.

*[Signature]*  
Signature of Notary

NOTARY PUBLIC  
Commission Number:



SERIF (BASKERVILLE) SIZE 12 AND SERIF (MICROFORM)

A. TRIGO & ASSOCIATES, INC.  
PROFESSIONAL LAND SURVEYORS & PLANNERS  
1073 FIFTH AVENUE NORTH  
Naples, Florida 33940

**SURVEYORS CERTIFICATE**  
-----

As to Concord, Phase 9, a condominium, Tract 'B', Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building I, Concord, Phase 9, a condominium, Tract 'B', Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Concord, Phase 9, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord, Phase 9, a condominium, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Concord, Phase 9, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Concord, Phase 9, a condominium and common elements facilities serving the building have been substantially completed.

A. TRIGO & ASSOCIATES, INC.  
Registered Land Surveyors & Planners

By *[Signature]* Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

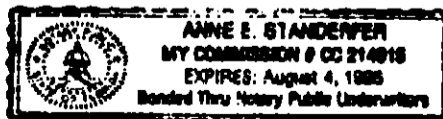
DATE *March 11, 1994*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this *MARCH 11,* 1994 by Antonio Trigo, who is personally known to me and who did not take an oath.

*[Signature]*  
Signature of Notary

NOTARY PUBLIC  
Commission Number:



SERIF (BASKERVILLE) SIZE 24 AND SERIF (MILITARY)

001923

000353

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 19, 1994, as shown by the records of this office.

The document number of this corporation is N9400000433.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-eighth day of January, 1994



CR2EO22 (2-91)

Jim Smith  
Secretary of State

EXHIBIT "C"

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

FOUR

CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

**ARTICLE I**

The name of the corporation, herein called the "Association", is **CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.**, and the corporate office address is 6318 Trail Boulevard North, Naples, Florida 33963.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Concord at the Vineyards, A Condominium, located in Collier County, Florida.

The Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, and as provided in these Articles, the Declaration of Condominium, the By-Laws or the Florida Condominium Act; and it shall have all the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may hereafter be amended, including but not limited to the following:

- A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- B. To maintain, repair, replace and operate the Condominium Property and Association Property.
- C. To purchase insurance upon the Condominium Property and Association Property for the protection of the Association, its members, and their mortgagees.
- D. To reconstruct improvements after casualty and to make further improvements of the property.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

F. To make, amend and enforce reasonable rules and regulations governing the use of the common elements.

F. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declaration of Condominium and the By Laws.

G. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, and the By-Laws of the Association.

H. To contract for the management and maintenance of the condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the condominium.

J. To acquire real and personal property in the name of the Association.

K. To collect assessments due from Unit Owners to the Master Association.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

### ARTICLE III

#### MEMBERSHIP:

A. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the condominium, and as further provided in the By-Laws; after termination of the condominium the members shall consist of those who are members at the time of such termination.

B. After receiving approval of the Association as required by the Declaration of Condominium, change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned, or transferred in any manner except as an appurtenance to his unit.

D. The owners of each unit, collectively, shall be entitled to one vote in Association

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

matters as set forth in the Declaration of Condominium and By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE IV

**TERM:** The term of the Association shall be perpetual.

ARTICLE V

**BY-LAWS:** The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

AMENDMENTS:

A. Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of the owners of a majority of the units without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed Amendment.

B. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Collier County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS:

A. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, initially appointed by the Developer, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be members of the Association.

B. Directors of the Association shall be elected by the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The business of the Association shall be conducted by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



ARTICLE VIII

INCORPORATORS

The names and addresses of the incorporators are:

<b>Grover G. Ericksen</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>
<b>David C. Ericksen</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>
<b>Katherine C. Wood</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>

**ARTICLE IX**

**INITIAL DIRECTORS:**

The initial Directors of the Association and their addresses shall be:

<b>Grover G. Ericksen</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>
<b>David C. Ericksen</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>
<b>Katherine C. Wood</b>	<b>6318 Trail Boulevard North Naples, Florida 33963</b>

**ARTICLE X**

**INITIAL REGISTERED AGENT:**

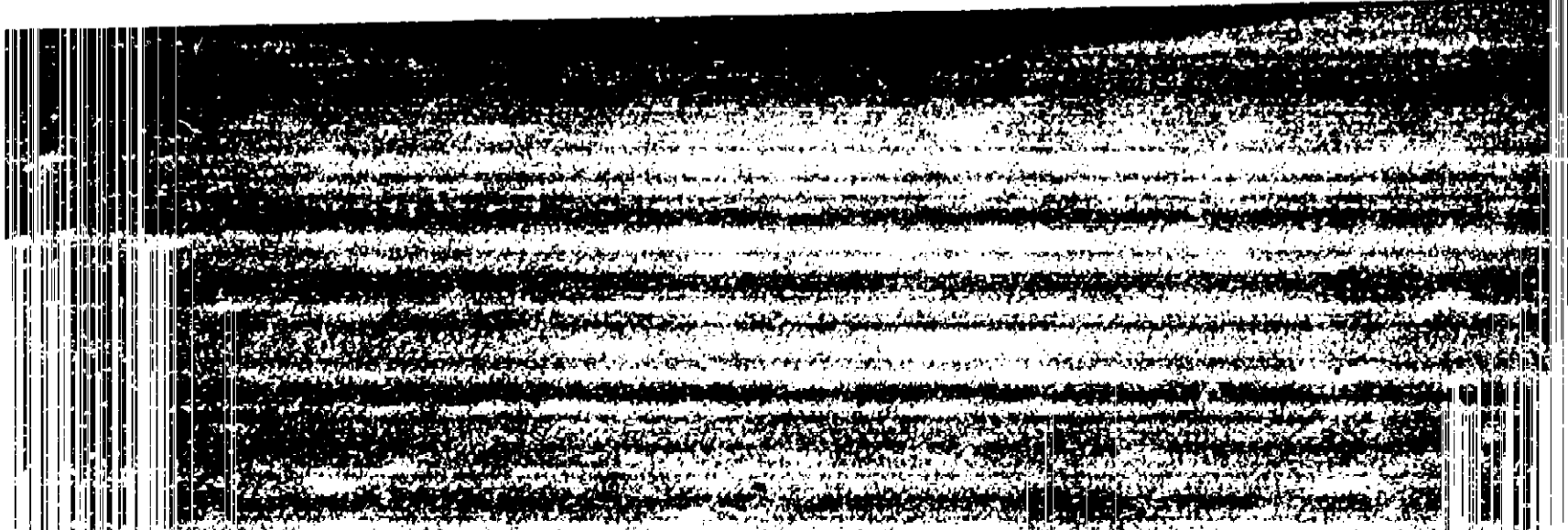
The initial registered office of the Association shall be at:

800 Laurel Oak Drive  
Suite 400  
Naples, Florida 33963

The initial registered agent at said address shall be:

**KATHLEEN C. PASSIDOMO**

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



INDEMNIFICATION

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not apply to:

- A. Gross negligence or willful misconduct in office by any Director or officer.
- B. Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

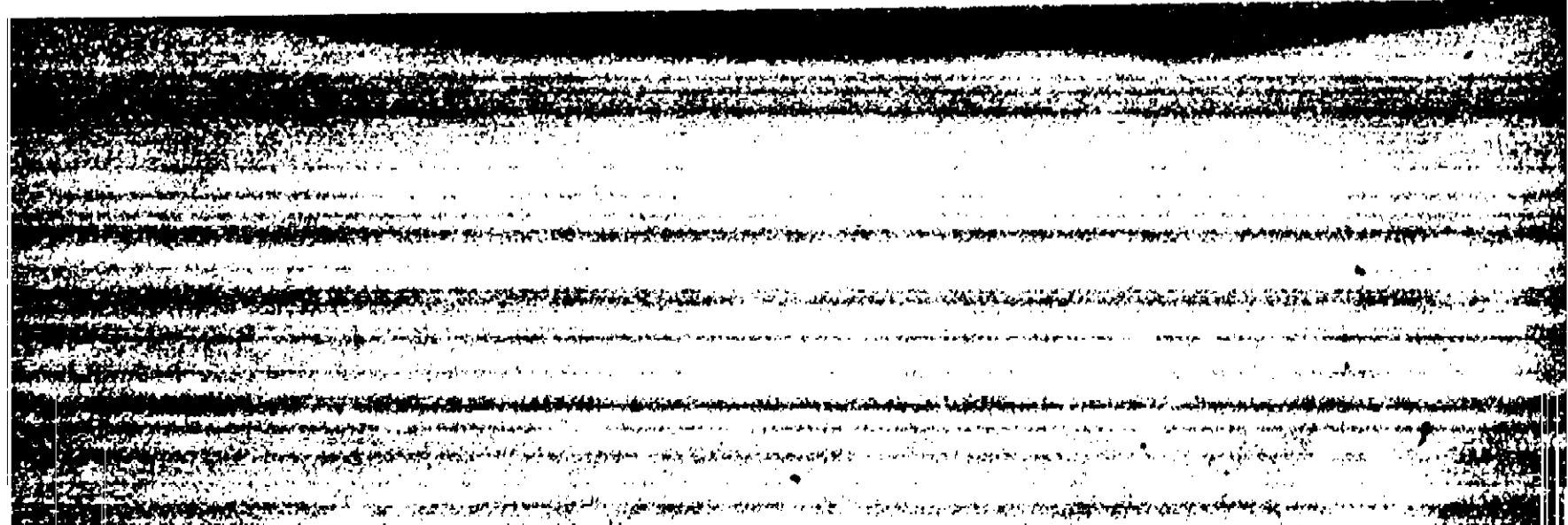
WHEREFORE, the incorporators have caused these presents to be executed this 12<sup>th</sup> day of January, 1994.

  
GROVER G. ERICKSEN

  
DAVID C. ERICKSEN

  
KATHERINE C. WOOD

SERIF (BASKERVILLE) SIZE 24pt (MICROFORM)



061923  
OR BOOK

000359  
PAGE

STATE OF FLORIDA )  
COUNTY OF COLLIER ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GROVER G. ERICKSEN, DAVID C. ERICKSEN and KATHERINE C. WOOD, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of January, 1994.

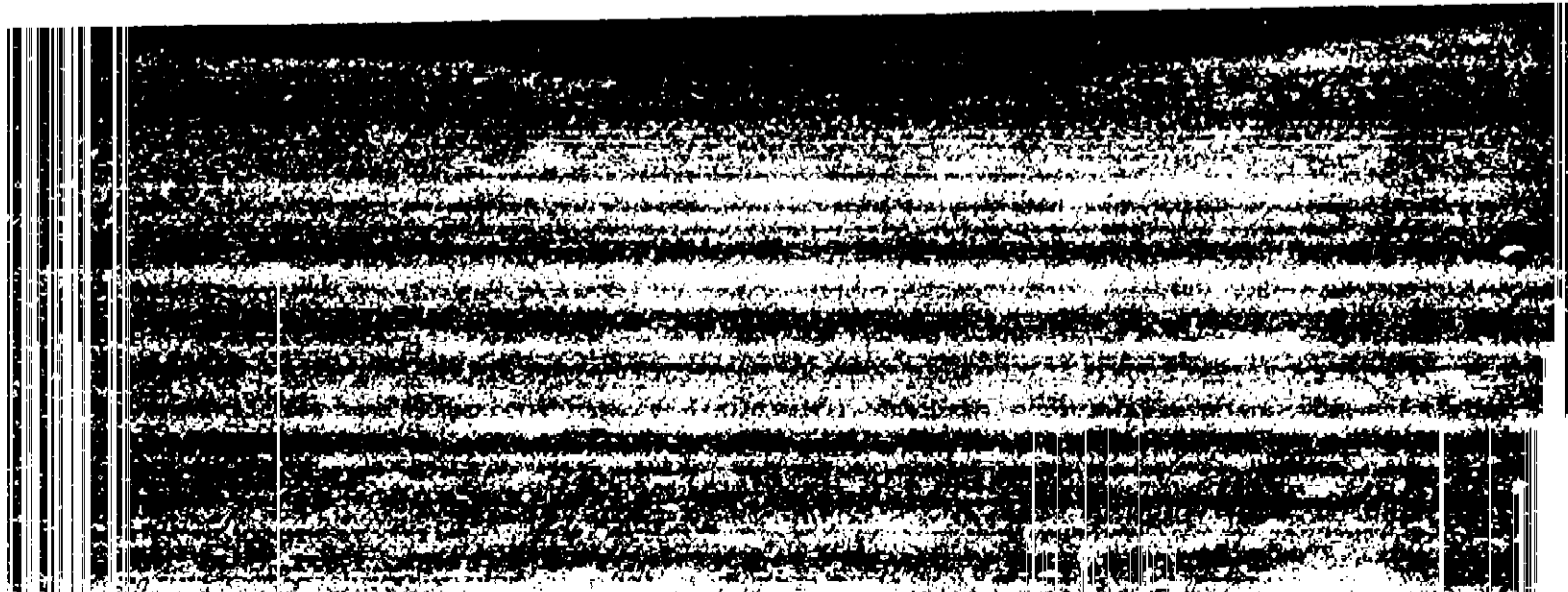
*Shirley A. Reed*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: April 21, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

F:\PUBLIC\WPDOCS\CPP\CONCORD\0121510.MD  
01/07/94 4:24pm

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



001923

000360

OR BOOK

PAGE

ACCEPTANCE OF REGISTERED AGENT

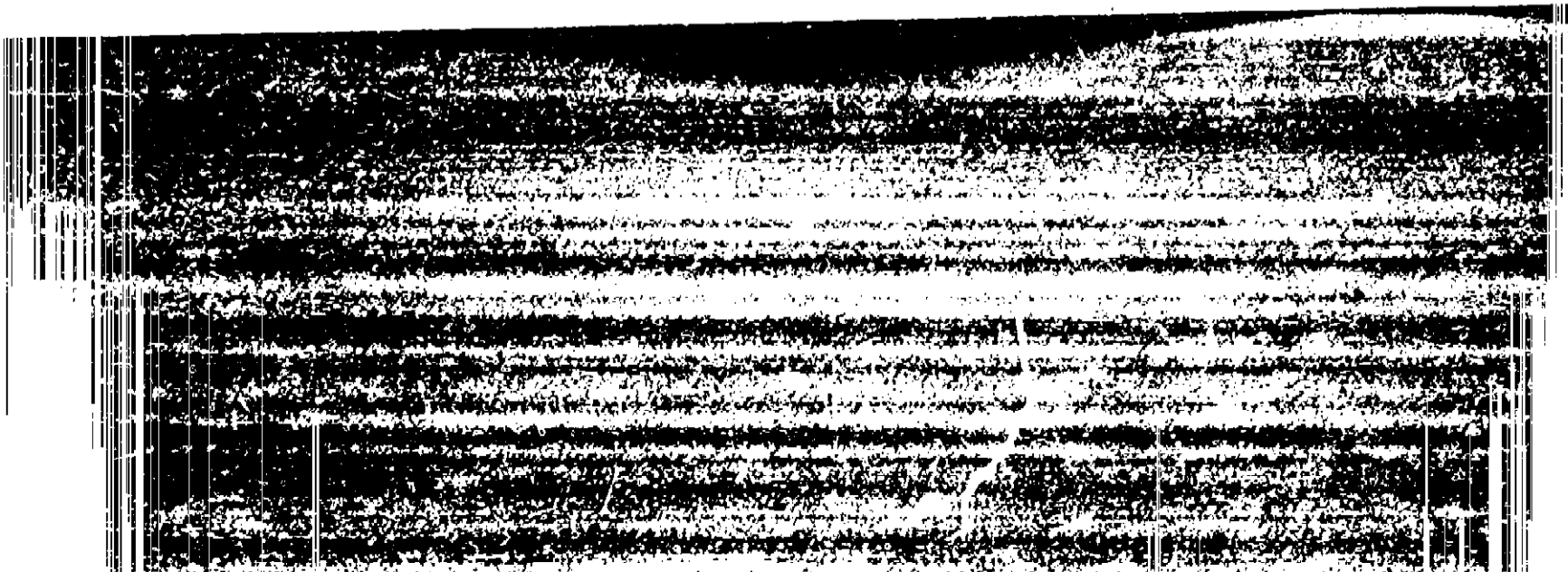
Having been named to accept service of process for CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

KATHLEEN C. PASSIDOMO, ESQ.

Dated: \_\_\_\_\_

FILED  
JAN 19 PM 12:11  
TALLAHASSEE, FLORIDA

F:\PUBLIC\WPDOCS\CPFA\CONCORD\01215\QMD  
01/07/94 4:24pm



SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

**BY-LAWS  
OF**

**CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.  
A NOT-FOR-PROFIT CORPORATION**

**ARTICLE I  
NAME, LOCATION AND DEFINITIONS**

The name of the corporation is CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, not-for-profit, hereafter referred to as the "Association". The principal office of the corporation shall be located at 6318 Trail Boulevard North, Naples, Florida 33963, but meetings of members and directors may be held at such places within the State of Florida, County of Collier, as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in the Declaration of Condominium of Concord at the Vineyards, A Condominium.

**ARTICLE II  
MEMBERS AND MEETINGS OF MEMBERS**

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

**Section 2. Voting Rights.** The members of the Association shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Unit shall not be divisible. The right to vote may not be denied because of delinquent assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any owner present at the meeting at which the vote is taken. If two or more Owners of a Unit are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Unit is not a natural person, the vote of that Unit shall be cast by the Unit's primary occupant designated as set forth in Section 3.above.

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

EXH. PIT "D"

SERIF (BASKERVILLE) SIZE 12 AND SERIF (MICROFORM)

Section 4. Change in Membership. A change in membership in the Association shall be established by the recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a Unit. Thereupon the grantee in such instrument will become a member of the Association and the membership of the prior owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the said transferee fails to provide such an address, the Association shall mail or deliver all notices and correspondence to the said transferee to the address of the unit.

Section 5. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 6. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at a date and time as may be determined by the Board each year thereafter.

Section 7. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of 10% of the members who are entitled to vote.

Section 8. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and shall include an agenda. The notice shall also be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the meeting, unless there is no Condominium Property or Association Property upon which to post a notice.

Section 9. Quorum. The presence at the meeting of at least one-half of the members entitled to vote in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented.



Section 10. Proxy. At all meetings of members, each member may vote in person or by limited proxy except in the election of the Board of Directors. All proxies shall be in writing and filed with the secretary. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable and shall automatically cease upon conveyance by the member or his unit. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 11. Adjourned Meetings. If a quorum is not present at any duly called meeting of the members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned notice of the time and place of its continuance shall be given as provided in Section 12. therein

Section 13. Order of Business. The order of business at member's meetings shall be substantially as follows:

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

Section 14. Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting.

Section 15. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, or with the Declaration of Condominium or these By-Laws.

Section 16. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves), may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send

SERIF (BASKERVILLE) SIZE 12pt (10/11)

written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

Section 17. Master Association Meetings Meetings of the Vineyards Community Association, Inc. shall be attended by the President of the Association as Neighborhood Representative pursuant to the Amended and Restated By-Laws of the Vineyards Community Association, Inc.

### **ARTICLE III**

#### **BOARD OF DIRECTORS: TERM OF OFFICE**

Section 1. Number The affairs of this Association shall be managed by a Board of at least three (3) directors initially appointed by the Developer.

Section 2. Term of Office Each director elected by the Members shall hold office for a term of one (1) year.

#### Section 3. Removal

A. Directors elected or appointed by unit owners other than the Developer may be removed from the Board, with or without cause, by a majority vote of the unit owners other than the Developer, in person or by proxy. For the purposes of establishing percentages of voting interests, and establishing a quorum, only units owned by unit owners other than a Developer shall be counted.

B. Directors elected or appointed by the Developer may be removed from the Board, with or without cause, only by the Developer.

#### Section 4. Replacement

A. If a vacancy occurs on the Board of Directors as a result of a recall by Unit Owners and less than a majority of the Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall by Unit Owners and a majority or more of the Members are removed, the vacancies shall be filled pursuant to Chapter 718 of the Florida Statutes.

B. Subject to the provisions of Article III of these By-Laws, a vacancy in the Board previously occupied by an appointee of the Developer shall be filled as follows: Only the Developer may vote to fill said vacancy. In which case a quorum for purposes of that vote shall consist of a majority of units owned by the Developer. A vacancy, other than as a result of a recall, on the Board previously occupied by a Board member elected or appointed by Unit

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

Owners other than the Developer shall be titled as follows. Only the Unit Owner, other than the Developer, may vote to fill said vacancy. In which case, a quorum for purposes of that vote shall consist of a majority of Unit Owners other than the Developer.

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

#### **ARTICLE IV** **ELECTION OF DIRECTORS**

**Section 1. Notice and Election** The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, in general elections. However, limited proxies may be used to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. The Board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, not larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with Chapter 718 of the Florida Statutes. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

#### **ARTICLE V** **MEETINGS OF DIRECTORS AND COMMITTEES**

SERIF (BASKERVILLE) SIZE 12pt (12/10)

Section 1. Meetings Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Unit Owner statements.

Section 2. Notice Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

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

#### ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power The Board of Directors shall have power to:

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

SERIF (BASKERVILLE) SIZE 24 AND 36 (MICROFORM)

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

C. Declare the office of any member of the Board of Directors to be vacant in the event such member shall be absent for three (3) consecutive regular meetings of the Board of Directors;

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

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

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

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the members who are entitled to vote;

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

C. As more fully provided in the Declaration to: (1) fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

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

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

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

- G. Cause the Common Elements to be maintained;
- H. Prepare the annual budget;

I. Respond to a Unit Owner's written complaint which has been delivered by certified mail, within thirty (30) days of the complaint. The Board of Directors shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within 30 days and to notify the Unit Owner within 30 days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

- J. Perform or act upon anything else required by law.

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8 of this Article; however, no person shall simultaneously hold the office of President and Secretary.

**Section 9. Duties** The duties of the officers are as follows:

**PRESIDENT**

A. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks; and shall serve as Neighborhood Representative in Master Association Matters.

**VICE-PRESIDENT**

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

**SECRETARY**

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

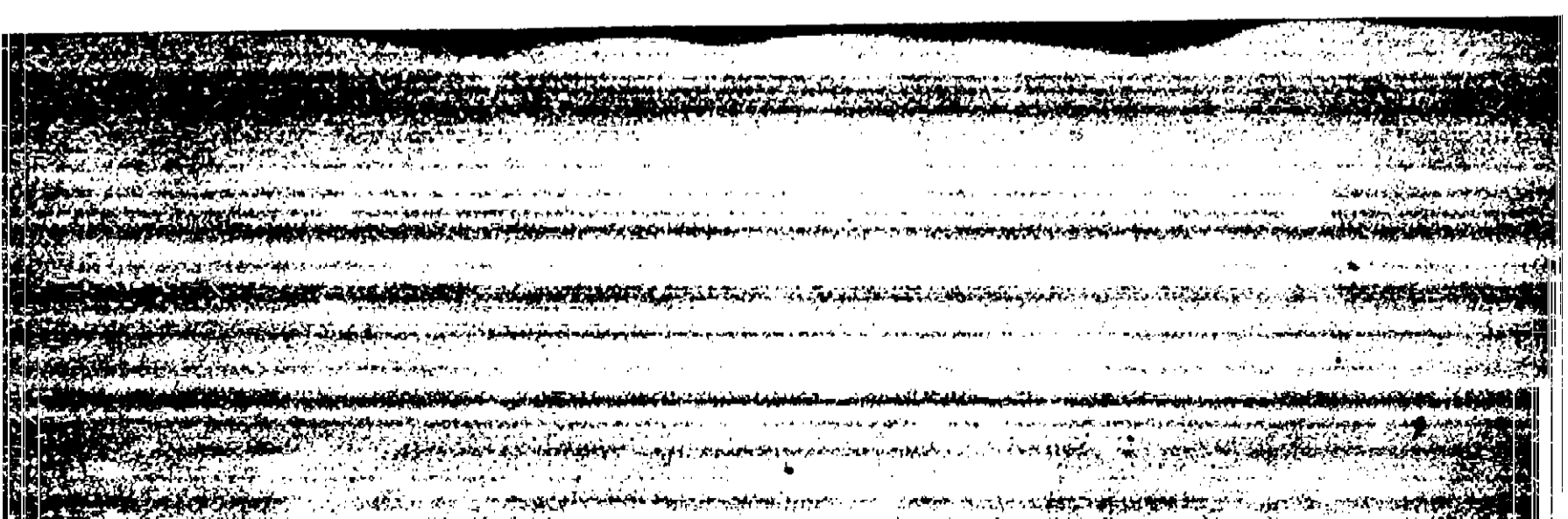
**TREASURER**

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board; and deliver a copy of each to the members.

**ARTICLE VIII**  
**BOOKS AND RECORDS**

Section 1. Inspection by Members. The official records of the Association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



at the reasonable expense, if any, of the association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Florida Statute (718.504) on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

**ARTICLE IX**  
**FISCAL MATTERS AND ASSESSMENTS**

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

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

**Section 3. Budget** The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year. A copy of the budget and notice of meeting shall be mailed to or served on all the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be adopted. The notice shall also be posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and other items as provided in Chapter 718 of the Florida Statutes.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

Section 4. Reserves for Capital Expenditures and Maintenance In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth on the proposed budget. **These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required above. However, prior to turnover of control of the Association by the Developer to Unit Owners other than a Developer, the Developer may vote to waive the reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of nondeveloper voting interests present at a duly called meeting of the Association. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.**

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

Section 6. Fidelity Bonds The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. If the Association's annual gross receipts do not exceed \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each such person. If the Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principal sum of \$30,000.00 for each such person. If the Association's annual gross receipts exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 for each such person. The Association shall bear the cost of bonding.

Section 7. Financial Information Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts and as required by Chapter 718 of the Florida Statutes. Copies of these statements shall be furnished to each member. If called for

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

by a majority of the voting interest present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

**Section 8. Commingling.** All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may be commingled for purposes of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Chapter 468.432 of the Florida Statutes and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Chapter 468.431 of the Florida Statutes.

**Section 9. Application of Payments.** All payments on account by a unit owner shall be applied first as to interest, then to any administrative fees thereto, costs and attorney's fees incurred in collection, and then to the delinquent assessment.

**Section 10. Fines.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

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

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

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

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

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

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

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

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

**ARTICLE X**  
**CORPORATE SEAL**

Section 1. Form The Association shall have a seal in circular form having within its circumference the words CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, not-for-profit, and the year 1994.

**ARTICLE XI**  
**AMENDMENTS**

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

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

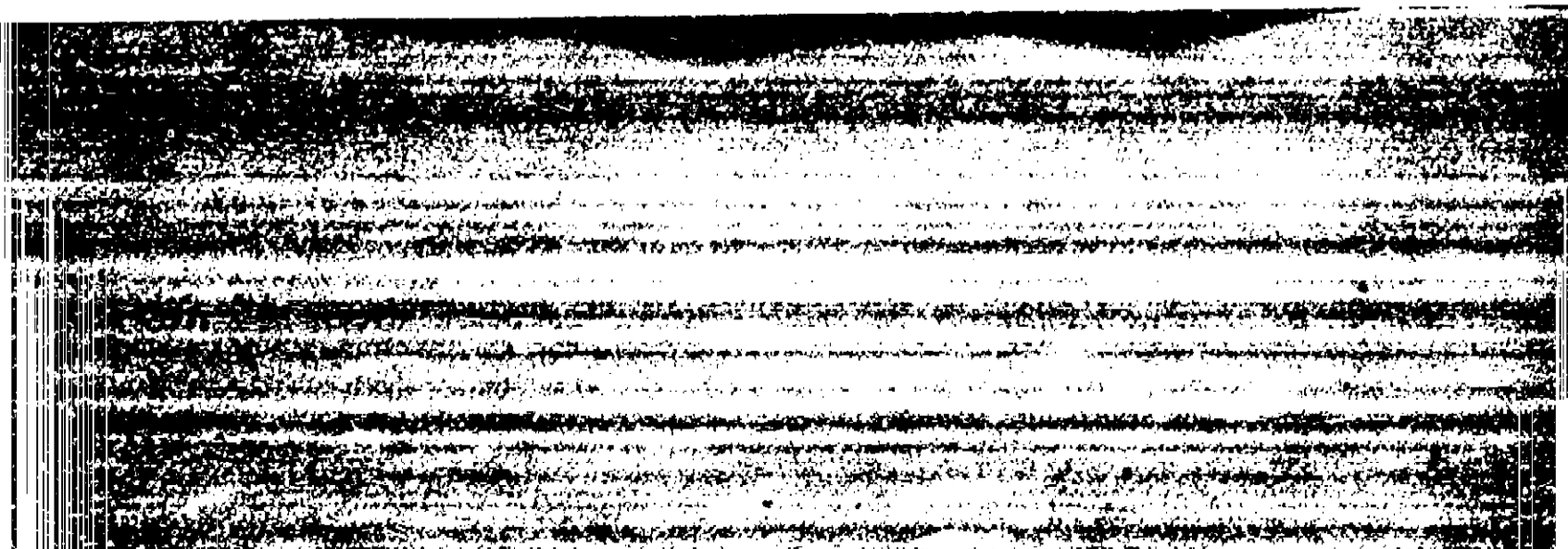
**ARTICLE XII**  
**TRANSFER OF ASSOCIATION CONTROL: DEVELOPER'S RIGHT**

Section 1. Members' Rights to Elect Board of Directors When owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

A. Three (3) years after fifty percent (50%) or more of the Units have been conveyed to purchasers;

B. Three (3) months after ninety percent (90%) or more of the Units have been conveyed to purchasers;

SERIF (BASKERVILLE) SIZE 12pt (MICROFORM)



C. When all of the Units have been completed, some of the Units conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business;

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

E. Seven years after recordation of the Declaration of Condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Chapter 718 of the Florida Statutes, 7 years after recordation of the declaration creating the initial phase.

whichever occurs first. The Developer shall be entitled to elect at least one member of the Board as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units.

**Section 2. Developer's Rights** So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer

A. Any amendment to the Condominium Documents which would adversely affect the Developer's rights.

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

**Section 3. Transfer of Association Control** Prior to, or not more than seventy-five (75) days after, the time that Unit Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Unit Owners other than the Developer refuse or fail to assume control.

SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)



ARTICLE VIII  
MISCELLANEOUS

**Section 1. Fiscal Year** The fiscal year of the Association shall begin on the 1st day of April and end on the 31st day of March of every year or as determined from time to time by the Board.

**Section 2. Arbitration** Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns shall be resolved by mandatory non-binding arbitration under the provisions of Chapter 718 of the Florida Statutes.

**Section 3. Fines** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

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

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

**B.** The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

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

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

**E. Remedy.** For non-payment of fines the Association shall have all of the remedies applied by law.

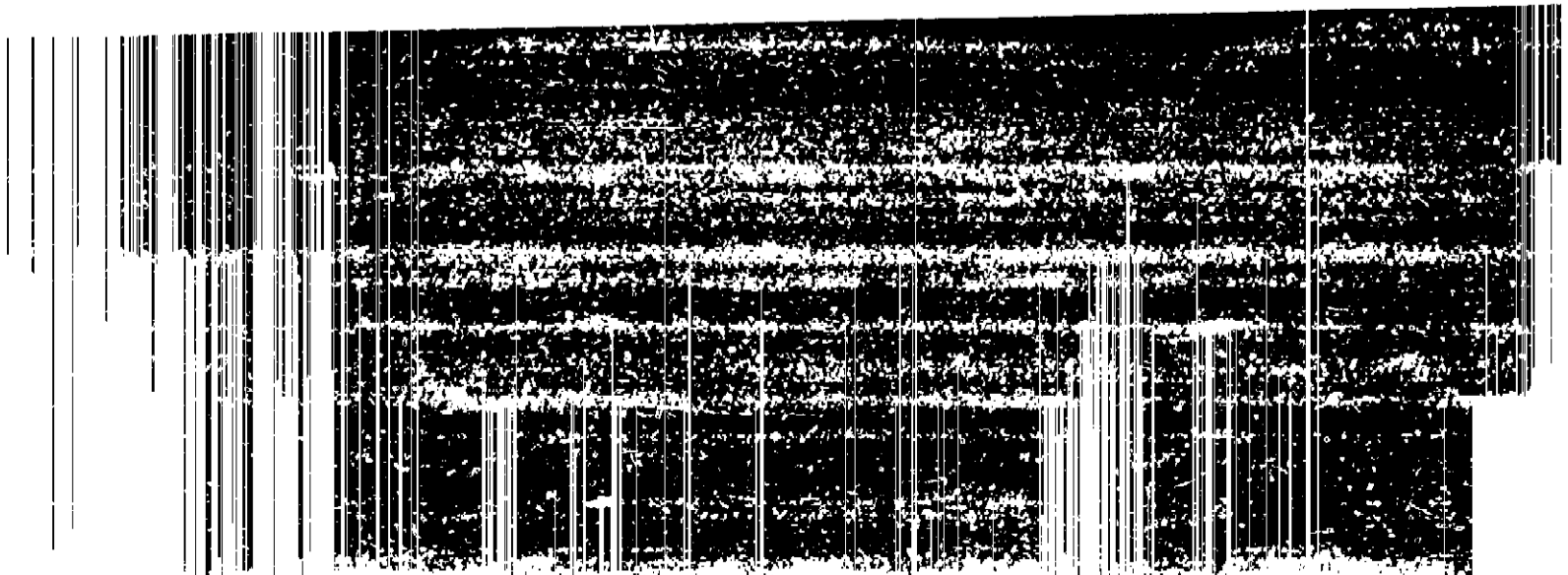
SERIF (BASKERVILLE) SIZE SAND SERIF (MILITARY)

001923  
OR BOOK

000376  
PAGE

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

**Section 4. Certificate of Compliance** The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of condominium units to the Condominium Fire and Life Safety Code.



SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

001923  
OR BOOK

000377  
PAGE

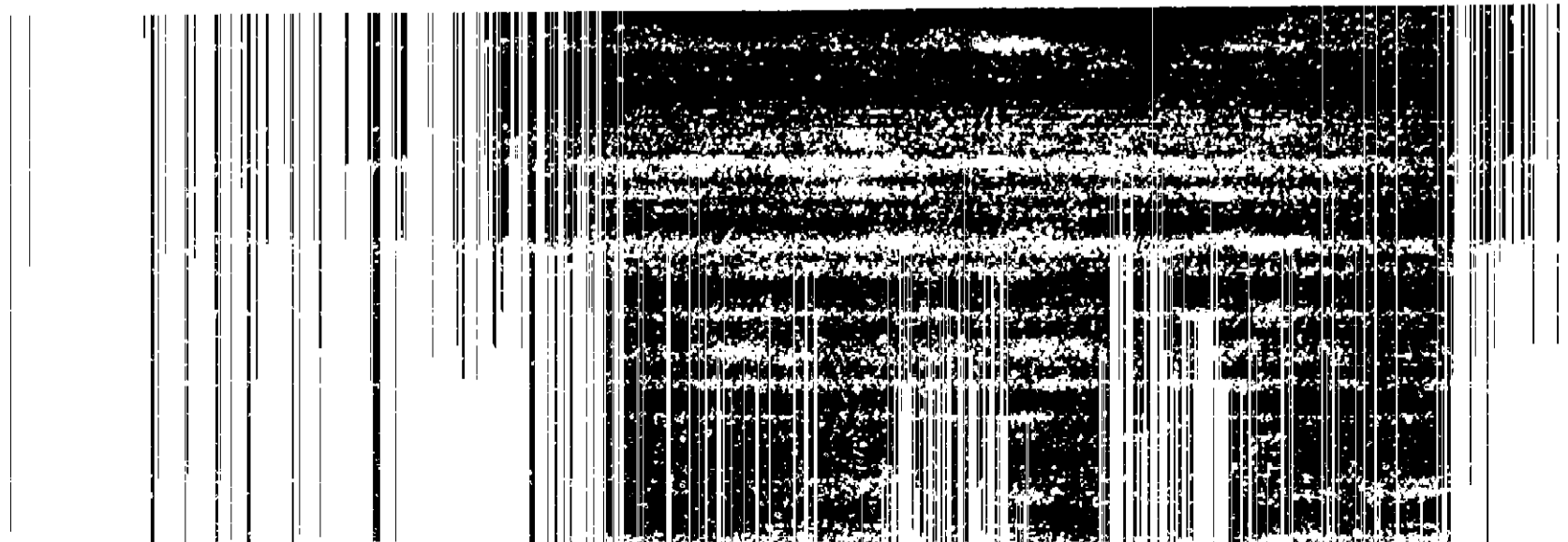
IN WITNESS WHEREOF, we, being all of the directors of CONCORD AT THE VINEYARDS  
CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit have hereunto set our  
hands this 8 day of March, 1994.

  
\_\_\_\_\_  
GROVER C. ERICKSEN

  
\_\_\_\_\_  
DAVID C. ERICKSEN

  
\_\_\_\_\_  
KATHERINE C. WOOD

SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)



001923  
OR BOOK  
CERTIFICATION

000373  
PAGE

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, not-for-profit, and

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

Katherine C. Wood  
KATHERINE C. WOOD

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
CWAIGHT E. BROCK, CLERK



SERIF (BASKERVILLE) SIZE SAND SERIF (MICROFORM)

Retn:  
HARPER SECRET BY AL  
PICK UP

1891138 OR: 2015 PG: 0809  
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
12/28/94 at 12:49PM DWIGHT E. BROCK, CLERK

MHC FEB 28.50

**CERTIFICATE OF AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM OF**  
**CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 21st day of December, 1994, by  
ERICKSEN/CONCORD PARTNERSHIP, LTD., A Florida Limited Partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium  
of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et  
seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of  
certifying substantial completion of Phase 2.

WHEREAS, Section 21.8 of said Declaration reserves the right to the Developer to make  
amendments to the Declaration of Condominium to comply with requirements of the  
Condominium Act.

NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid  
Declaration by adding revised Plot Plan for Phase 2, Floor Plans for Building "B" (Phase 2)  
and Certificate of Surveyor to reflect substantial completion of Phase 2.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the  
day and year first above written.

ERICKSEN/CONCORD PARTNERSHIP,  
LTD. By its General Partner:  
ERICKSEN COMMUNITIES, INC.  
a Florida corporation

By:   
GROVER G. ERICKSEN, President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of December,  
1994, by Grover G. Ericksen, as President of Ericksen Communities, Inc., a corporation,

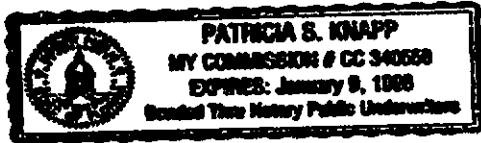
STATE OF FLORIDA  
COUNTY OF COLLIER

CONDOMINIUM EXHIBITS FILED IN CONDOMINIUM BOOK 41, PAGES 44-46, ON DECEMBER 28, 1994,  
IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DWIGHT E. BROCK  
CLERK OF CIRCUIT COURT  
BY: RHONDA LETZ, D.C.

Best Image Available

on behalf of the corporation, as General Partner of ERICKSEN/CONCORD PARTNERSHIP, LTD., on behalf of the partnership. He is personally known to me.



(SEAL)

Patricia S. Knapp  
Notary Public

Patricia S. Knapp  
Printed Name  
My Commission expires: 1-9-98

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



**A. TRIGO & ASSOCIATES, INC.**

Professional Land Surveyors

2223 Trade Center Way

Naples, Florida 33942

Antonio Trigo, PLS  
President

(813) 594-8448  
FAX (813) 594-0554

**SURVEYORS CERTIFICATE**

As to Phase 2, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

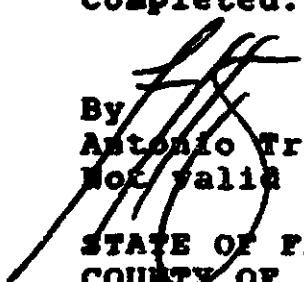
I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building B, Phase 2, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Phase 2 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 2 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 2, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

DATE *Dec. 27, 1994*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this *DECEMBER 27*, 1994 by Antonio Trigo, who is personally known to me ~~or has produced~~ as identification.

  
Signature of Notary

NOTARY PUBLIC  
Commission Number: *60101371*

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: April 21, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OR: 2015 PG: 0811

# PHASE 2 CONCORD, A CONDOMINIUM

THIS SURVEY IS A PRELIMINARY SURVEY AND IS NOT TO BE USED AS A BASIS FOR THE CONSTRUCTION OF ANY BUILDING OR STRUCTURE WITHOUT THE APPROVAL OF THE RELEVANT AUTHORITY.

THE PURPOSE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF THE CONDOMINIUM UNITS AND COMMON ELEMENTS AND TO ESTABLISH THE LOCATION OF THE COMMON ELEMENTS.

THE COMMON ELEMENTS ARE:

- 1. THE COMMON ELEMENTS ARE THE AREAS SHOWN ON THE PLAN WHICH ARE TO BE USED FOR THE COMMON USE OF THE UNIT OWNERS.
- 2. THE COMMON ELEMENTS ARE THE AREAS SHOWN ON THE PLAN WHICH ARE TO BE USED FOR THE COMMON USE OF THE UNIT OWNERS.
- 3. THE COMMON ELEMENTS ARE THE AREAS SHOWN ON THE PLAN WHICH ARE TO BE USED FOR THE COMMON USE OF THE UNIT OWNERS.

THE UNITS ARE:

- 1. UNIT 101
- 2. UNIT 102
- 3. UNIT 103
- 4. UNIT 201
- 5. UNIT 202
- 6. UNIT 203
- 7. UNIT 301
- 8. UNIT 302
- 9. UNIT 303
- 10. UNIT 401
- 11. UNIT 402
- 12. UNIT 403
- 13. UNIT 404
- 14. UNIT 501
- 15. UNIT 502
- 16. UNIT 503
- 17. UNIT 504
- 18. UNIT 505
- 19. UNIT 506

THE SURVEY IS MADE BY THE METHOD OF TRIANGULATION AND THE ANGLES ARE MEASURED BY THE METHOD OF REPEAT SIGHTING.

THE DISTANCES ARE MEASURED BY THE METHOD OF TAPING.

THE SURVEY IS MADE TO THE CENTER OF GRAVITY OF THE EARTH AND NOT TO ANY POINT ON THE SURFACE THEREOF.

THE SURVEY IS MADE TO THE HORIZONTAL PLANE OF MEAN SEA LEVEL AND NOT TO ANY OTHER PLANE.

THE SURVEY IS MADE TO THE BEST OF MY ABILITY AND I AM NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN.

WITNESSED AND SEALED AT THE CITY OF SEASIDE, CALIFORNIA, ON THE 14TH DAY OF JULY, 1974.

BY: *[Signature]*  
REGISTERED PROFESSIONAL SURVEYOR

RECORD SURVEY SHEET 1 OF 3 EXHIBIT

PHASE 2  
CONCORD, A CONDOMINIUM  
1974

P.O.C. PHASE 2  
SOUTHEAST CORNER  
CONCORD AT THE VINEYARDS

THE VINEYARDS UNIT ONE,  
PLAT BOOK 14, PAGES 67-74

P.O.B. PHASE 2

PHASE 2

24' DRIVEWAY BASEMENT

PHASE 2

LAKE

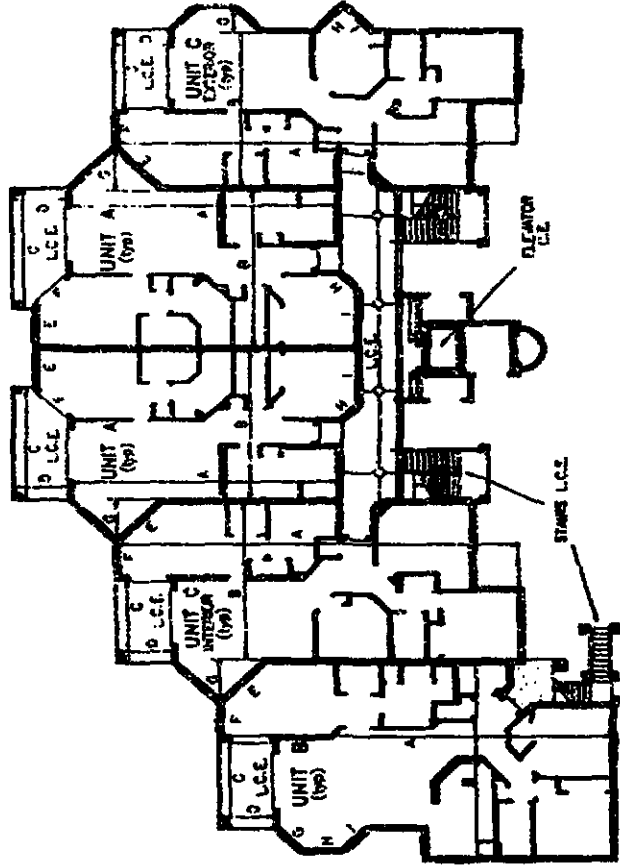


- Area number 1  
Unit 101  
Unit 102  
Unit 103  
Unit 201  
Unit 202  
Unit 203  
Unit 301  
Unit 302  
Unit 303  
Unit 401  
Unit 402  
Unit 403  
Unit 501  
Unit 502  
Unit 503  
Unit 504  
Unit 505  
Unit 506
- Area number 2  
Unit 101  
Unit 102  
Unit 103  
Unit 201  
Unit 202  
Unit 203  
Unit 301  
Unit 302  
Unit 303  
Unit 401  
Unit 402  
Unit 403  
Unit 501  
Unit 502  
Unit 503  
Unit 504  
Unit 505  
Unit 506
- Area number 3  
Unit 101  
Unit 102  
Unit 103  
Unit 201  
Unit 202  
Unit 203  
Unit 301  
Unit 302  
Unit 303  
Unit 401  
Unit 402  
Unit 403  
Unit 501  
Unit 502  
Unit 503  
Unit 504  
Unit 505  
Unit 506



- NOTES.
1. ALL DIMENSIONS ARE PROPOSED UNLESS OTHERWISE NOTED.
  2. C.L. - COMMON ELEMENT
  3. L.C.L. - UNIT COMMON ELEMENT

# PHASE 2 CONCORD, A CONDOMINIUM

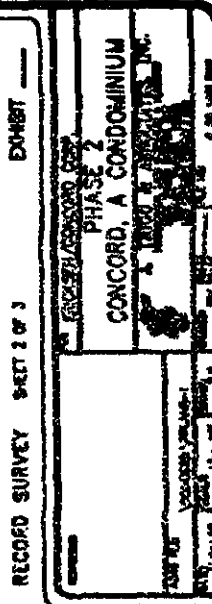


101 201  
102 202  
103 203 303 403  
104 204 304 404  
105 205 305 405

NOTES:  
1. L.C.E. = UNITED COMMON ELEMENT  
2. TYP. = TYPICAL

UNIT	FINISH FLOOR ELEV.	CEILING ELEV. FRONT	CEILING ELEV. PEAK	CEILING ELEV. BACK
UNIT 101	15.40	35.40	34.45	36.70
UNIT 201	16.10	36.10	35.15	37.40
UNIT 102	16.10	36.10	35.15	37.40
UNIT 202	16.10	36.10	35.15	37.40
UNIT 302	16.10	36.10	35.15	37.40
UNIT 402	16.10	36.10	35.15	37.40
UNIT 103	17.40	37.40	36.45	38.70
UNIT 203	18.10	38.10	37.15	39.40
UNIT 303	18.10	38.10	37.15	39.40
UNIT 403	18.10	38.10	37.15	39.40
UNIT 104	18.10	38.10	37.15	39.40
UNIT 204	18.10	38.10	37.15	39.40
UNIT 304	18.10	38.10	37.15	39.40
UNIT 404	18.10	38.10	37.15	39.40
UNIT 105	19.40	39.40	38.45	40.70
UNIT 205	20.10	40.10	39.15	41.40
UNIT 305	20.10	40.10	39.15	41.40
UNIT 405	20.10	40.10	39.15	41.40

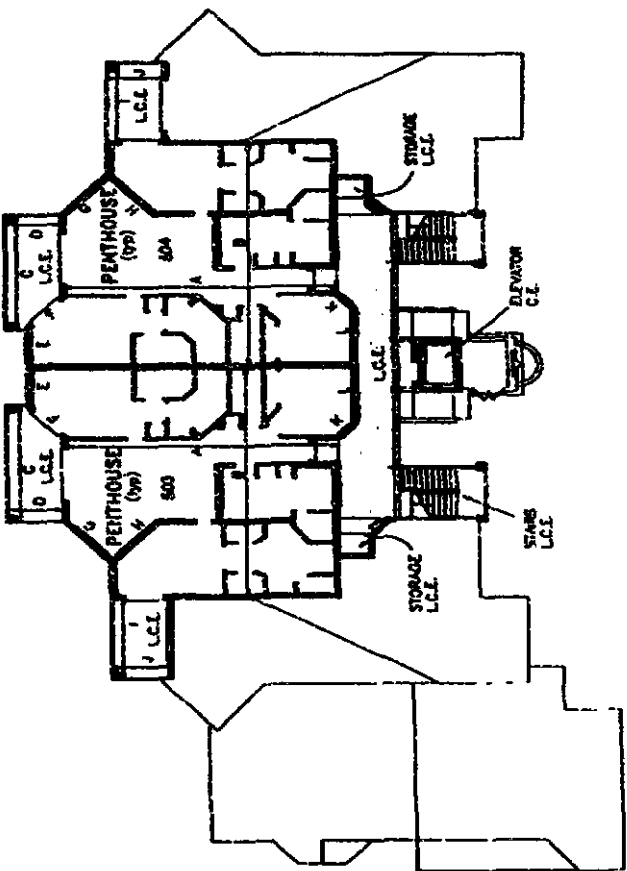
UNIT	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
A	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
B	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
C	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
D	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
E	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
F	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
G	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
H	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
I	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405
J	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	401	402	403	404	405



RECORDED SURVEY SHEET 2 OF 3 EXHIBIT

OR: 2015 PG: 0813

### PHASE 2 CONCORD, A CONDOMINIUM



- NOTES:**
- 1. L.C.C. = UNITED COMMON ELEMENT
  - 2. TYP. = TYPICAL

RECORD SURVEY SHEET 3 OF 3

EXHIBIT

UNIT	SQ. FT.	COMMON ELEMENTS
A	1,183	1.82
B	1,183	1.82
C	1,183	1.82
D	1,183	1.82
E	1,183	1.82
F	1,183	1.82
G	1,183	1.82
H	1,183	1.82
I	1,183	1.82

BLDG. NO.	UNIT NO.	AREA	PERCENTAGE
101	101	1.82	0.15
102	102	1.82	0.15
103	103	1.82	0.15
104	104	1.82	0.15

PHASE 2  
CONCORD, A CONDOMINIUM  
A. JACOBI & ASSOCIATES, P.C.  
CONCORD, NEW JERSEY 07030

\*\*\* OR: 2015 PG: 0814 \*\*\*

Retn:  
HARTER SECRET BY AL  
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
01/30/95 at 02:04PM DWIGHT B. BROCK, CLERK

CERTIFICATE OF AMENDMENT  
OF  
THE DECLARATION OF CONDOMINIUM  
OF  
CONCORD AT THE VINEYARDS

The undersigned, being the duly elected and acting President and Secretary, respectively, of the Concord at the Vineyards Condominium Association, Inc., a Florida corporation not-for-profit, do hereby certify that the following resolutions were approved and adopted by the written consent of at least two-thirds (2/3) of the members of the Association for the purpose of amending the Declaration of Condominium recorded in Official Records Book 1923, Page 293, Public Records of Collier County, Florida.

RESOLVED: The Plan of Development and Section 5 are hereby amended as set forth on Exhibit "A" attached hereto and made a part hereof.

RESOLVED: Exhibit "B" of the Declaration of Condominium is hereby amended by revising the survey, plot plans and floor plans for Phases 6, 7 and 8 as set forth on Exhibit "B" attached hereto and made a part hereof.

Dated: January 25, 1995.

ATTEST:

Timothy G. Penner  
Secretary

CONCORD AT THE VINEYARDS  
CONDOMINIUM ASSOCIATION, INC.

By: David Erickson  
President

(SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 25th day of January, 1995, by David Erickson, as PRESIDENT of CONCORD AT THE VINEYARDS CONDOMINIUM ASSOCIATION, a corporation, on behalf of the corporation. He is personally known to me.

SEAL

Best Image Available

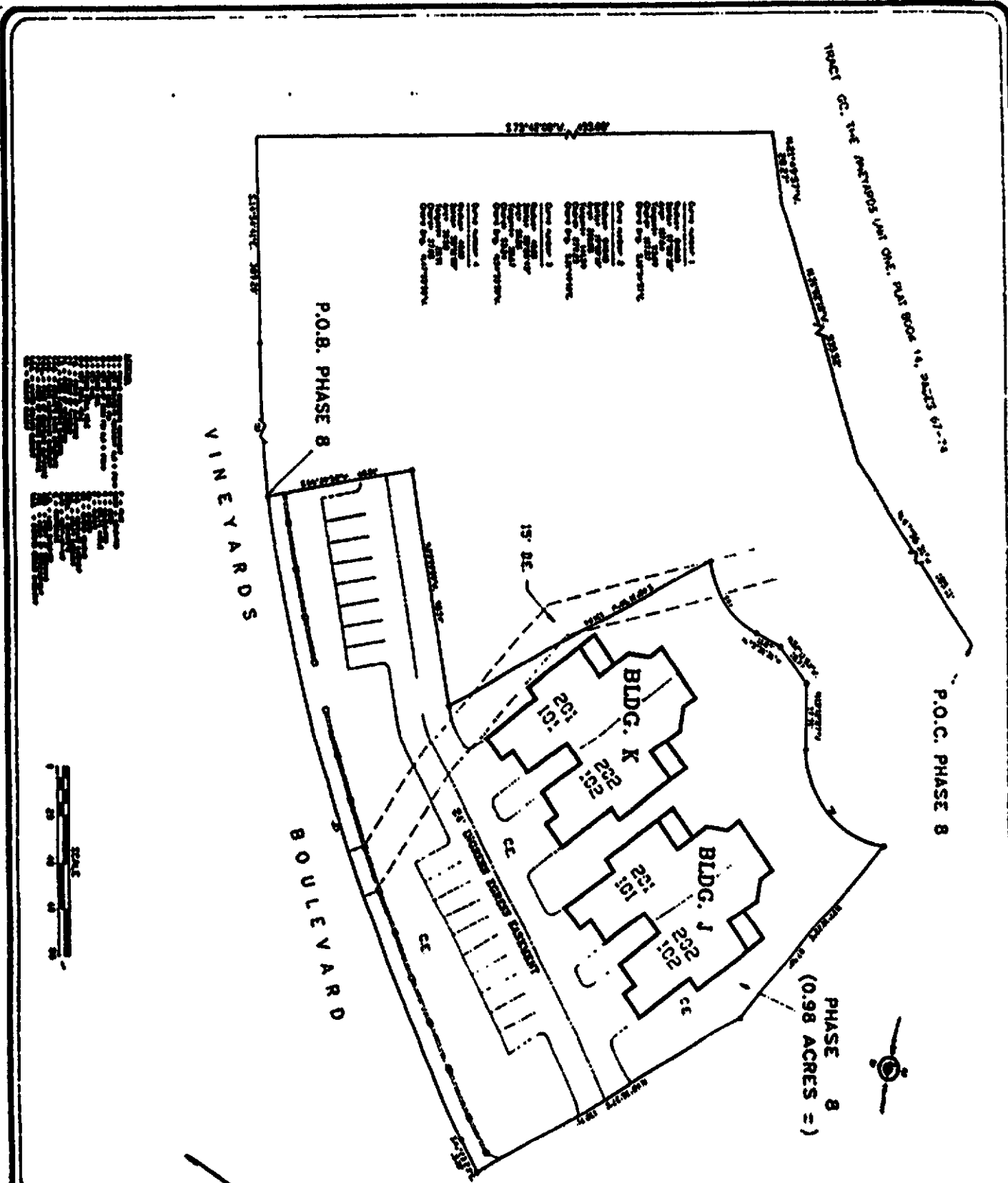
Shirley A. Reed  
Notary Public  
SHIRLEY A. REED

Printed Name

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: April 21, 1995.  
BONDED thru NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "B" to the Certificate of Amendment



P.O.C. PHASE 8

PHASE B  
(0.98 ACRES =)

CONDOMINIUM BOOK PAGE  
PHASE B  
CONCORD, A CONDOMINIUM

**NOTES:**

1. The lot area shown on this plan is based on a survey conducted on 10/10/84 by [Name], a Licensed Professional Surveyor, State of Oregon. The lot area is 0.98 acres.
2. The lot area shown on this plan is based on a survey conducted on 10/10/84 by [Name], a Licensed Professional Surveyor, State of Oregon. The lot area is 0.98 acres.
3. The lot area shown on this plan is based on a survey conducted on 10/10/84 by [Name], a Licensed Professional Surveyor, State of Oregon. The lot area is 0.98 acres.

DATE: 10/10/84  
BY: [Signature]  
[Name], Licensed Professional Surveyor, State of Oregon

RECORD SURVEY SITE PLAN DWRBT

CONCORD, A CONDOMINIUM PHASE B CONCORD, A CONDOMINIUM A. J. JENSEN & ASSOCIATES, INC. 1111 W. 10TH ST. SUITE 200 PORTLAND, OREGON 97204 TEL: 503-241-1111	ENGINEER'S SEAL [Signature] [Name], Licensed Professional Surveyor, State of Oregon
---	---



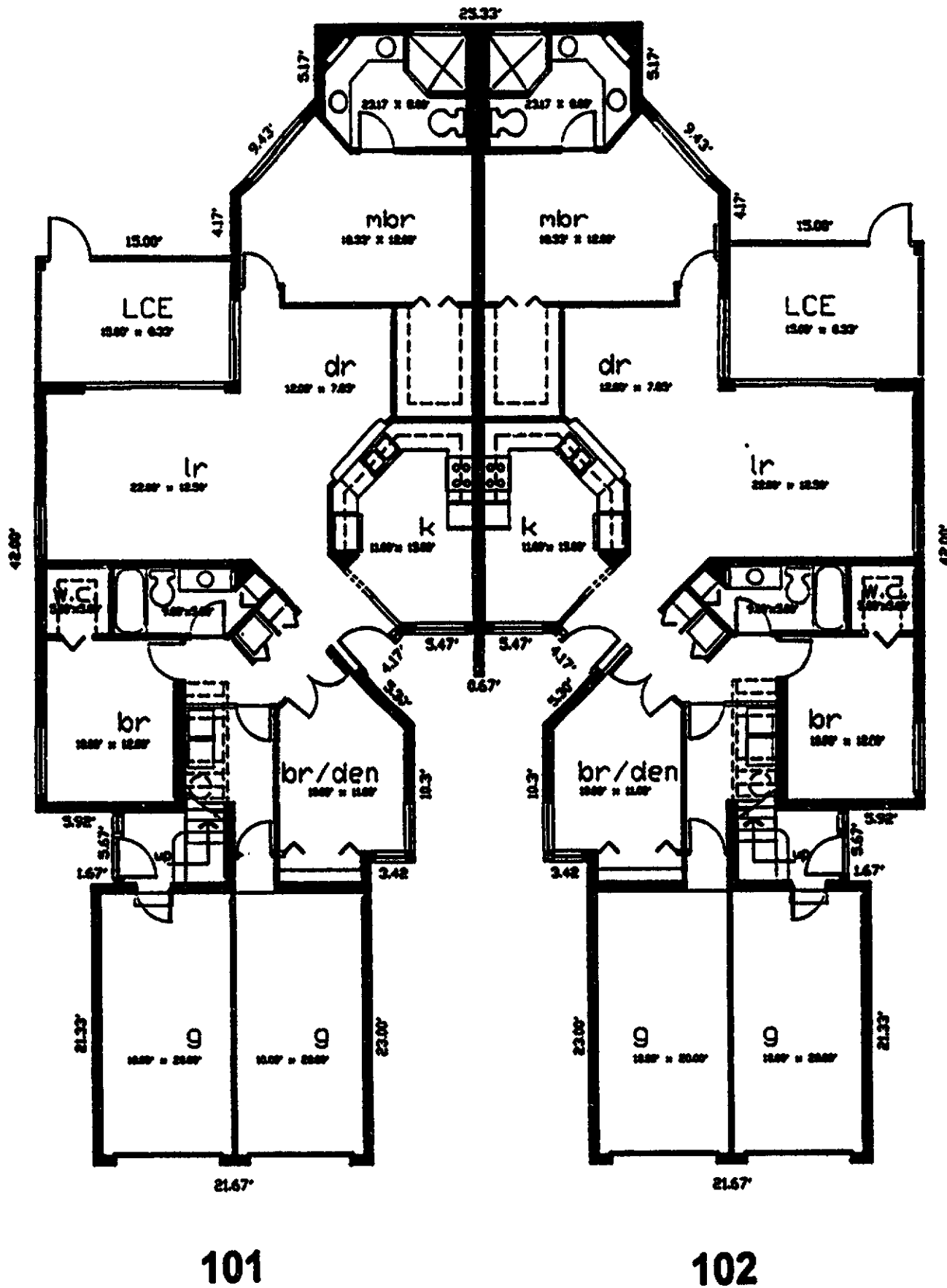
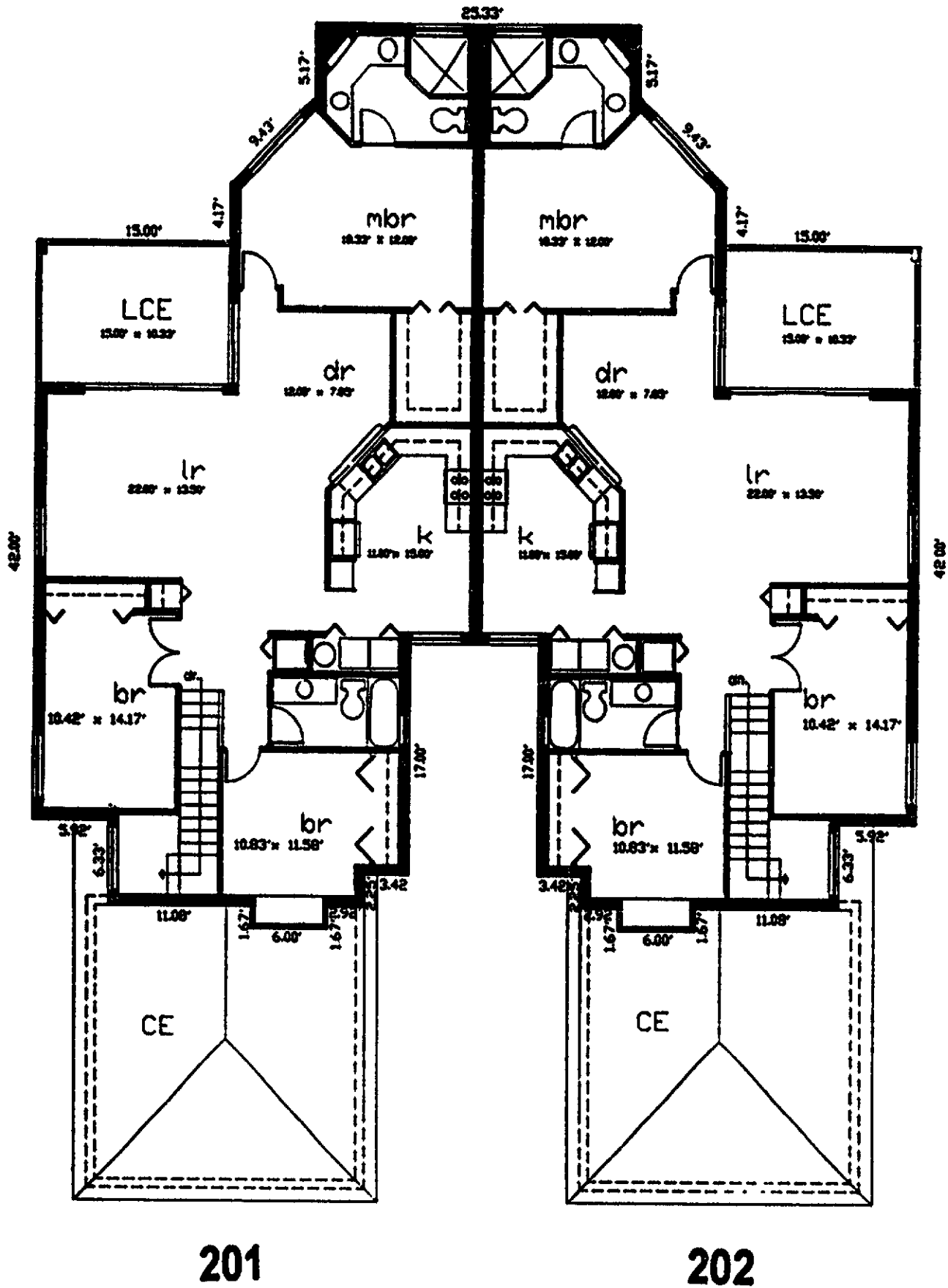


EXHIBIT 'B' TO THE CERTIFICATE OF AMENDMENT

First Floor Bldg. Plan  
Buildings J, K, L, M, N, O

Exhibit  
CE = Common Element  
LCE = Limited Common Element



201

202

EXHIBIT 'B' TO THE CERTIFICATE OF AMENDMENT

Second Floor Bldg. Plan  
Buildings J, K, L, M, N, O

Exhibit  
CE = Common Element  
LCE = Limited Common Element

# CONCORD, A CONDOMINIUM

CONDOMINIUM BOOK PAGE  
SHEET 1 OF 2

**LEGAL DESCRIPTION**

Part of Parcel 3, Section 26, Township 24 North, Range 10 East, Tenth Principal Meridian, containing 1.23 Acres, more or less, in the County of Multnomah, State of Oregon, and more particularly described as follows: The portion of Parcel 3, Section 26, Township 24 North, Range 10 East, Tenth Principal Meridian, containing 1.23 Acres, more or less, in the County of Multnomah, State of Oregon, as shown on the map of Parcel 3, Section 26, Township 24 North, Range 10 East, Tenth Principal Meridian, as recorded in the County of Multnomah, State of Oregon, in Book 100, Page 14.

**NOTICE**

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

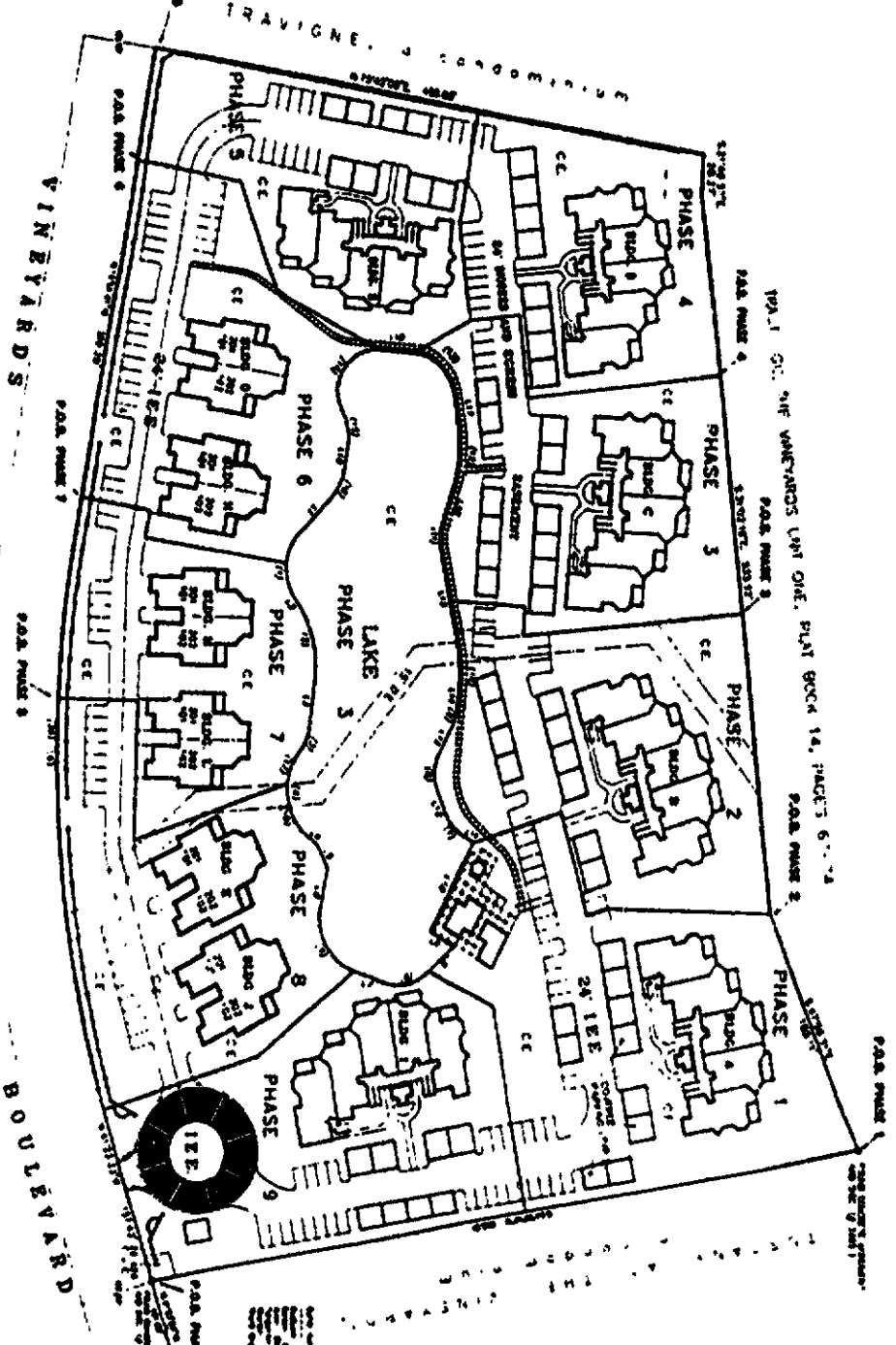
1. 24 I.E.E. DRIVE

2. 24 I.E.E. DRIVE

3. 24 I.E.E. DRIVE

4. 24 I.E.E. DRIVE

5. 24 I.E.E. DRIVE



- 1. 24 I.E.E. DRIVE
- 2. 24 I.E.E. DRIVE
- 3. 24 I.E.E. DRIVE
- 4. 24 I.E.E. DRIVE
- 5. 24 I.E.E. DRIVE

**LINE TABLE**

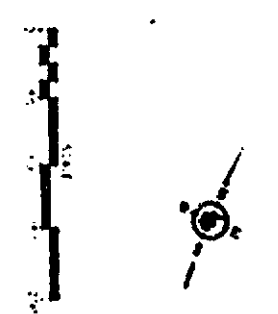
LINE NO.	DESCRIPTION	AMOUNT
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...

**CURVE TABLE**

NO.	STARTING POINT	ENDING POINT	CHORD BEARING	CHORD DIST.	RADIUS	ANGLE
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...

ERICKSEN/CONCORD CORP  
RECORD SURVEY & SITE PLAN  
A. TRIGO & ASSOCIATES

RECORD SURVEY & SITE PLAN  
EXHIBIT  
CONCORD, A CONDOMINIUM  
A. TRIGO & ASSOCIATES



**Exhibit "A" to Certificate of Amendment**

All language stricken through is hereby deleted, all language ~~highlighted~~ is added.

1. Plan of Development, Page 2 of the Declaration of Condominium, the number of Units planned in each Phase is amended as follows:

	<u>No. Units Planned</u>	<u>Interest in Common Elements and expenses and surplus as each phase is added</u>
Phase One	20	1/20
Phase Two	20	1/40
<del>Phase Eight</del>	<del>16</del>	<del>1/56</del>
Phase Nine	16	1/72
Phase Three	20	1/92
Phase Four	20	1/112
Phase Five	16	1/128
<del>Phase Six</del>	<del>16</del>	<del>1/144</del>
<del>Phase Seven</del>	<del>16</del>	<del>1/160</del>

2. The Plan of Development, Page 2 of the Declaration of Condominium, Unit Owners percentage of interest is amended as follows.

The Unit Owner's individual share in the Common Elements, Expenses and Surplus are, upon the submission of Phase One, Two, Eight and Nine to this Declaration ~~1/72~~.

3. The Plan of Development, Page 2 of the Declaration of Condominium, the number of Units is amended as follows:

If Phases Three through Seven are added to this Condominium, the impact on the Condominium will be to increase the number of units from ~~72~~ units to a maximum of ~~160~~ units, and the number of persons who will be entitled to use the Common Elements will also be increased accordingly.

4. Section 5.3(8) of the Declaration of Condominium is added as follows:

~~5.3(8) All garages which serve a particular Unit shall be a part of the Unit served.~~

5. Composite Exhibit "B" to the Declaration of Condominium is amended by the addition of the attached revised floor plans for Phases Six, Seven and Eight. Composite Exhibit "B" is also amended by the replacement of the record survey and site plan for the entire condominium and the record survey and site plan for Phase Eight.

JOINDER OF MORTGAGE

The undersigned Mortgagee, AMSOUTH BANK OF FLORIDA, a Florida banking corporation, (formerly CITIZENS NATIONAL BANK OF NAPLES) as holder of that certain Mortgage and Security Agreement by and between ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership, as Mortgagor, and CITIZENS NATIONAL BANK OF NAPLES, as Mortgagee, dated July 15, 1993, and recorded in O.R. Book 1846, Page 858, of the Public Records of Collier County, Florida, hereby joins in the making of the foregoing Certificate of Amendment to the Declaration of Condominium of CONCORD AT THE VINEYARDS, amending buildings in Phases 6, 7 and 8.

Witnesses:

Patricia A. Chappell  
Printed Name: Patricia A. Chappell  
Patty Hunter

AMSOUTH BANK OF FLORIDA, formerly  
CITIZENS NATIONAL BANK OF NAPLES

By: Mark McCabe

Printed Name: MARK McCABE  
Title: ASST. VICE PRESIDENT

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January 1995, by Mark McCabe as Asst. Vice Pres. AMSOUTH BANK OF FLORIDA, formerly Citizens National Bank of Naples, on behalf of Amsouth Bank of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Patricia A. Chappell  
Notary Public (Signature)

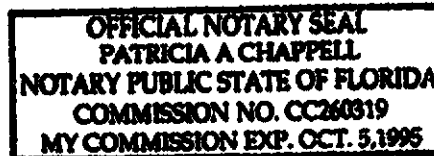
My Commission Expires:

Patricia A. Chappell  
Notary Public (Printed Name)

(Seal)

This Instrument Prepared by:

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



Re: ERICKSEN/CONCORD PT AL  
PICK UP

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 13th day of February, 1995, by ERICKSEN/CONCORD PARTNERSHIP, LTD., A Florida Limited Partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of correcting the erroneous legal description for Phase Two as previously recorded; and

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to make corrections.

NOW, the Developer hereby amends the Declaration as follows:

Exhibit "A" is hereby amended to replace the legal description for Phase Two previously recorded in O. R. Book 1923 at Pages 338.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

ERICKSEN/CONCORD PARTNERSHIP,  
LTD. By its General Partner:  
ERICKSEN COMMUNITIES, INC.  
a Florida corporation

By:   
GROVER G. ERICKSEN, President

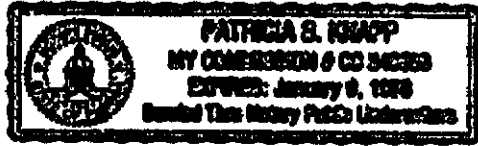
STATE OF FLORIDA  
COUNTY OF COLLIER

Best Image Available



The foregoing instrument was acknowledged before me this 15th day of February, 1995, by Grover G. Ericksen, as President of Ericksen Communities, Inc., a corporation, on behalf of the corporation, as General Partner of ERICKSEN/CONCORD PARTNERSHIP, LTD., on behalf of the partnership. He is personally known to me.

Patricia S. Knapp  
Notary Public  
Patricia S. Knapp  
Printed Name  
My Commission expires: \_\_\_\_\_



(SEAL)

**This Instrument Prepared By:**  
**Kathleen C. Passidomo, Esq.**  
**HARTER, SECREST & EMERY**  
**800 Laurel Oak Drive,**  
**Suite 400**  
**Naples, Florida 33963**  
**(813) 598-4444**

# PHASE 2

## CONCORD, A CONDOMINIUM

### PHASE 2 LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS, Said Parcel of land being more particularly described by meets and bounds as follows:

COMMENCING at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD AT THE VINEYARDS, North 47°56'31" West, 185.11 feet to the "POINT OF BEGINNING";

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS and the east line of said Parcel of land herein described, North 31°02'18" West, 214.09 feet to a point;

THENCE across said CONCORD AT THE VINEYARDS and along the northerly line of said Parcel of land the following Three (3) courses:

1. South 60°22'47" West, 178.41 feet to a point;
2. North 21°02'18" West, 20.99 feet to a point;
3. South 68°57'42" West, 63.20 feet to a point intersecting the westerly line of said Parcel of land;

THENCE along the westerly line of said Parcel of land, the following Eleven (11) courses:

1. South 36°17'09" East, 32.79 feet to a point;
2. along a curve, concave to the west, whose elements are: central angle of 17°02'52", radius of 96.00 feet, arc length of 28.56 feet and a chord that bears South 27°45'43" East 28.46 feet to a point;
3. South 19°14'17" East, 16.51 feet to a point;
4. along a curve, concave to the west, whose elements are: central angle of 23°49'00", radius of 40.00 feet, arc length of 16.63 feet and a chord that bears South 07°19'47" East, 16.51 feet to a point;
5. South 04°34'44" West, 20.42 feet to a point;
6. along a curve, concave to the west, whose elements are: central angle of 56°07'10", radius of 30.00 feet, arc length of 29.38 feet and a chord that bears South 23°28'52" East, 28.22 feet to a point;
7. South 51°32'27" East, 16.79 feet to a point;
8. along a curve, concave to the west, whose elements are: central angle of 33°37'21", radius of 30.00 feet, arc length of 17.60 feet and a chord that bears South 68°21'08" East, 17.35 feet to a point;
9. South 85°09'48" East, 11.76 feet to a point;
10. North 48°57'58" East, 75.72 feet to a point;
11. South 41°02'20" East, 75.82 feet to a point intersecting the common line between said Phase 1 and said Phase 2;

THENCE along the common line between said Phase 1 and said Phase 2, the following Two (2) courses:

1. North 48°57'42" East, 18.00 feet to a point;
2. North 67°01'58" East, 131.11 feet to the "POINT OF BEGINNING".

CONTAINING 1.06 acres of land more or less.

OR: 2031 PG: 0473

JOINDER OF MORTGAGE

The undersigned Mortgagee, AMSOUTH BANK OF FLORIDA, a Florida banking corporation, (formerly CITIZENS NATIONAL BANK OF NAPLES) as holder of that certain Mortgage and Security Agreement by and between ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership, as Mortgagor, and CITIZENS NATIONAL BANK OF NAPLES, as Mortgagee, dated July 15, 1993, and recorded in O.R. Book 1846, Page 858, of the Public Records of Collier County, Florida, hereby joins in the making of the foregoing Certificate of Amendment to the Declaration of Condominium of CONCORD AT THE VINEYARDS, amending the Phase 2 legal description.

Witnesses:

Julie A. Faist  
Printed Name: Julie A. Faist  
Sandra Vacca  
Sandra Vacca

AMSOUTH BANK OF FLORIDA, formerly  
CITIZENS NATIONAL BANK OF NAPLES

By: Mark McCabe  
Printed Name: MARK McCABE  
Title: ASST. VICE PRESIDENT

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20th day of January, 1995, by Mark McCabe as ASST. V. P. AMSOUTH BANK OF FLORIDA, formerly Citizens National Bank of Naples, on behalf of Amsouth Bank of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Shirley A. Reed  
Notary Public (Signature)

My Commission Expires:

SHIRLEY A. REED  
Notary Public (Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: April 21, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Seal)

This Instrument Prepared by:

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

\*\*\* OR: 2031 PG: 0174 \*\*\*

42.03

Retn:  
HARPER SECRET BY AL  
PICK UP

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM

THIS AMENDMENT made this 6<sup>th</sup> day of September, 1995, by  
ERICKSEN/CONCORD PARTNERSHIP, LTD., A Florida Limited Partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting additional lands comprising Phases Three, Four, and Eight to the Condominium form of ownership and use as an addition to the Condominium.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to submit additional lands.

WHEREAS, the Plan of Development section contained on Pages 1-3 of the Declaration of Condominium contains the following statutory provisions, incorporated by reference herein, regarding Phases Three, Four, and Eight of CONCORD AT THE VINEYARDS, a Condominium:

- A. The minimum and maximum numbers and general size of units to be included in Phase Three, Four, and Eight.
- B. Each units percentage of ownership in the common elements, as each Phase is added.
- C. The recreational areas and facilities which will be owned as common elements by all unit owners and all personal property to be provided as each Phase is added.
- D. The membership vote and ownership in the Association attributable to each unit in each Phase which results from the adding of Phases Three, Four, and Eight.
- E. A statement that Time-Share estates will not be created with respect to any units in any Phase of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Section 718.403, of the Florida Statutes, Phases Three, Four, Eight of CONCORD AT THE VINEYARDS, a Condominium,

is hereby submitted to the condominium form of ownership and use as an addition to the Condominium, and the Developer hereby amends the Declaration as follows:

- 1. Exhibit "A" is hereby amended to add the legal description for Phases Three, Four, and Eight.
- 2. Composite Exhibit "B", is amended to add the overall drawing reflecting a shift of the perimeter road and drawings for Phases Three, Four, and Eight.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP, LTD.

*Lynette G. Bennett*  
 Printed Name: Lynette G. Bennett

*Bruce G. Fedor*  
 Printed Name: Bruce G. Fedor

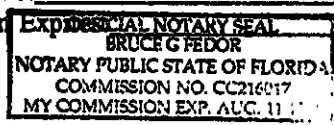
By: *Grover G. Ericksen*  
 Grover G. Ericksen

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September 1995, by Grover G. Ericksen, as President of Ericksen Communities, Inc., General Partner of Ericksen/Concord Partnership, Ltd, a Florida Limited Partnership, on behalf of the corporation. He is personally known to me.

*[Signature]*  
 Notary Public

Printed Name:  
 Commission



(Seal)

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

# PHASE 3 CONCORD, A CONDOMINIUM

**PHASE 3**

**LEGAL DESCRIPTION**

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS. Said Parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD AT THE VINEYARDS North 47°56'31" West, 185.11 feet to a point;

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS, North 31°02'16" West, 214.08 feet to the "POINT OF BEGINNING";

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS and the east line of said Parcel of land herein described, North 31°02'18" West, 172.16 feet to a point;

THENCE South 98°57'42" West, 155.60 feet to a point;

THENCE North 31°02'18" West, 63.48 feet to a point;

THENCE South 98°57'42" West, 43.00 feet to a point;

THENCE South 35°13'15" West, 52.20 feet to a point;

THENCE South 89°58'30" West, 38.68 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 124°21'35", radius of 30.00 feet, arc length of 65.11 feet and a chord that bears South 07°48'42" West, 53.07 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 39°15'10", radius of 40.00 feet, arc length of 27.40 feet and a chord that bears South 34°44'30" East, 26.87 feet to a point;

THENCE South 15°08'55" East, 16.65 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 35°29'48", radius of 40.00 feet, arc length of 24.73 feet and a chord that bears South 02°35'58" West, 24.34 feet to a point;

THENCE South 20°18'53" West, 32.51 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 81°25'44", radius of 40.00 feet, arc length of 56.85 feet and a chord that bears South 20°24'08" East, 52.18 feet to a point;

THENCE South 61°08'52" East, 0.68 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 4°00'46", radius of 80.00 feet, arc length of 60.13 feet and a chord that bears South 38°34'39" East, 58.72 feet to a point;

THENCE South 18°03'06" East, 35.64 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 3°51'59", radius of 30.00 feet, arc length of 18.28 feet and a chord that bears South 00°37'06" East, 17.98 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 92°20'24", radius of 40.00 feet, arc length of 64.47 feet and a chord that bears South 28°21'19" East, 57.71 feet to a point;

THENCE South 75°31'31" East, 11.87 feet to a point;

THENCE South 52°11'53" East, 18.77 feet to a point;

THENCE South 13°12'27" East, 27.91 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 83°28'45", radius of 40.00 feet, arc length of 58.26 feet and a chord that bears South 5°55'50" East, 53.24 feet to a point;

THENCE North 83°20'48" East, 24.40 feet to a point;

THENCE along a curve, concave to the north, whose elements are: central angle of 58°00'21", radius of 40.00 feet, arc length of 40.50 feet and a chord that bears North 54°20'38" East, 38.79 feet to a point;

THENCE North 25°20'27" East, 12.57 feet to a point;

THENCE North 80°03'44" West, 30.19 feet to a point;

THENCE North 09°58'16" East, 78.14 feet to a point;

THENCE North 48°57'58" East, 6.15 feet to a point;

THENCE North 85°09'48" West, 11.76 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 33°37'21", radius of 30.00 feet, arc length of 17.66 feet and a chord that bears North 68°21'07" West, 17.35 feet to a point;

THENCE North 51°32'27" West, 16.79 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of 55°07'10", radius of 30.00 feet, arc length of 28.38 feet and a chord that bears North 23°28'51" West, 26.22 feet to a point;

THENCE North 04°34'44" East, 20.42 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 23°49'00", radius of 40.00 feet, arc length of 18.63 feet and a chord that bears North 07°19'48" West, 18.51 feet to a point;

THENCE North 19°14'16" West, 16.51 feet to a point;

THENCE along a curve, concave to the west, whose elements are: central angle of 17°02'52", radius of 96.00 feet, arc length of 28.68 feet and a chord that bears North 27°45'42" West, 28.46 feet to a point;

THENCE North 36°17'08" West, 32.79 feet to a point;

THENCE South 88°57'42" East, 63.20 feet to a point;

THENCE South 21°02'18" East, 20.90 feet to a point;

THENCE North 60°27'47" East, 170.41 feet to the "POINT OF BEGINNING".

CONTAINING 2.08 acres of land more or less.

# PHASE 4

## CONCORD, A CONDOMINIUM

### PHASE 4 LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS. Said Parcel of land being more particularly described by metes and bounds as follows;  
COMMENCING at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD AT THE VINEYARDS North 47°56'31" West, 185.11 feet to a point;

THENCE continuing along the east line of said CONCORD, AT THE VINEYARDS, North 31°02'18" West, 391.25 feet to the "POINT OF BEGINNING";

THENCE continuing along the east line of said CONCORD, AT THE VINEYARDS and the east line of said Parcel of land herein described, the following Two (2) courses:

1. North 31°02'18" West, 144.27 feet to a point;
1. North 21°49'57" West, 28.27 feet to a point;

THENCE South 75°42'08" West along the northerly line of said Parcel of land, 186.53 feet to a point;

THENCE along the westerly line of said Parcel of land, the following Four (4) courses:

1. South 14°17'52" East, 85.06 feet to a point;
2. South 31°02'18" East, 81.00 feet to a point;
3. North 58°57'42" East, 43.00 feet to a point;
4. South 31°02'18" East, 63.46 feet to a point intersecting the common line between said Phase 3 and said Phase 4;

THENCE along the common line between said Phase 3 and said Phase 4, North 58°57'42" East, 155.60 feet to the "POINT OF BEGINNING".



CONCORD PHASE 8  
LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS, said Parcel of land being more particularly described by metes and bounds as follows;

COMMENCING at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD AT THE VINEYARDS, North  $47^{\circ}56'31''$  West, 185.11 feet to a point;

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS, North  $31^{\circ}02'18''$  West, 535.52 feet to a point;

THENCE continuing along the east line of said CONCORD AT THE VINEYARDS, North  $21^{\circ}49'57''$  West, 28.27 feet to a point being the northeast corner of CONCORD AT THE VINEYARDS;

THENCE along the north line of said CONCORD AT THE VINEYARDS, South  $75^{\circ}42'08''$  West, 455.88 feet to a point intersecting the easterly right-of-way line of VINEYARDS BOULEVARD;

THENCE along the easterly right-of-way line of VINEYARDS BOULEVARD, South  $14^{\circ}54'41''$  East, 389.20 feet to a point;

THENCE along a curve, concave to the east, whose elements are: central angle of  $07^{\circ}20'32''$ , radius of 840.00 feet, arc length of 107.64 feet and a chord that bears South  $18^{\circ}34'57''$  East, 107.57 feet to the "POINT OF BEGINNING";

THENCE along the westerly line of said Parcel of land and the easterly right-of-way line of VINEYARDS BOULEVARD, the following Two (2) courses:

1. along a curve, concave to the east, whose elements are central angle of  $19^{\circ}08'10''$ , radius of 840.00 feet, arc length of 280.55 feet and a chord that bears South  $31^{\circ}49'18''$  East, 279.25 feet to a point;
2. South  $41^{\circ}23'23''$  East, 15.00 feet to a point;

THENCE along the common line between said Phase 8 and said Phase 9, the following Two (2) courses:

1. North  $48^{\circ}36'37''$  East, 132.71 feet to a point;
2. North  $27^{\circ}30'22''$  East, 97.52 feet to a point;

THENCE along the easterly line of said Parcel herein described the following Five (5) courses:

1. along a curve, concave to the north, whose elements are: central angle of  $83^{\circ}26'45''$ , radius of 40.00 feet, arc length of 58.26 feet and a chord that bears North  $54^{\circ}55'50''$  West, 53.24 feet to a point;
2. North  $13^{\circ}12'27''$  West, 27.91 feet to a point;
3. North  $52^{\circ}11'53''$  West, 18.77 feet to a point;
4. North  $75^{\circ}31'31''$  West, 11.87 feet to a point;
5. along a curve, concave to the north, whose elements are: central angle of  $55^{\circ}11'08''$ , radius of 40.00 feet, arc length of 38.53 feet and a chord that bears North  $47^{\circ}55'56''$  West, 37.05 feet to a point;

THENCE along the northerly line of said Parcel herein described,  
the following Three (3) courses:  
1. South 48°31'50" West, 131.84 feet to a point;  
2. North 23°20'08" West, 98.54 feet to a point;  
3. South 66°39'52" West, 65.51 feet to the "POINT OF BEGINNING".

CONTAINING 0.98 acres of land more or less.

A. Trigg P.L.S.  
Florida Registration No. 2982

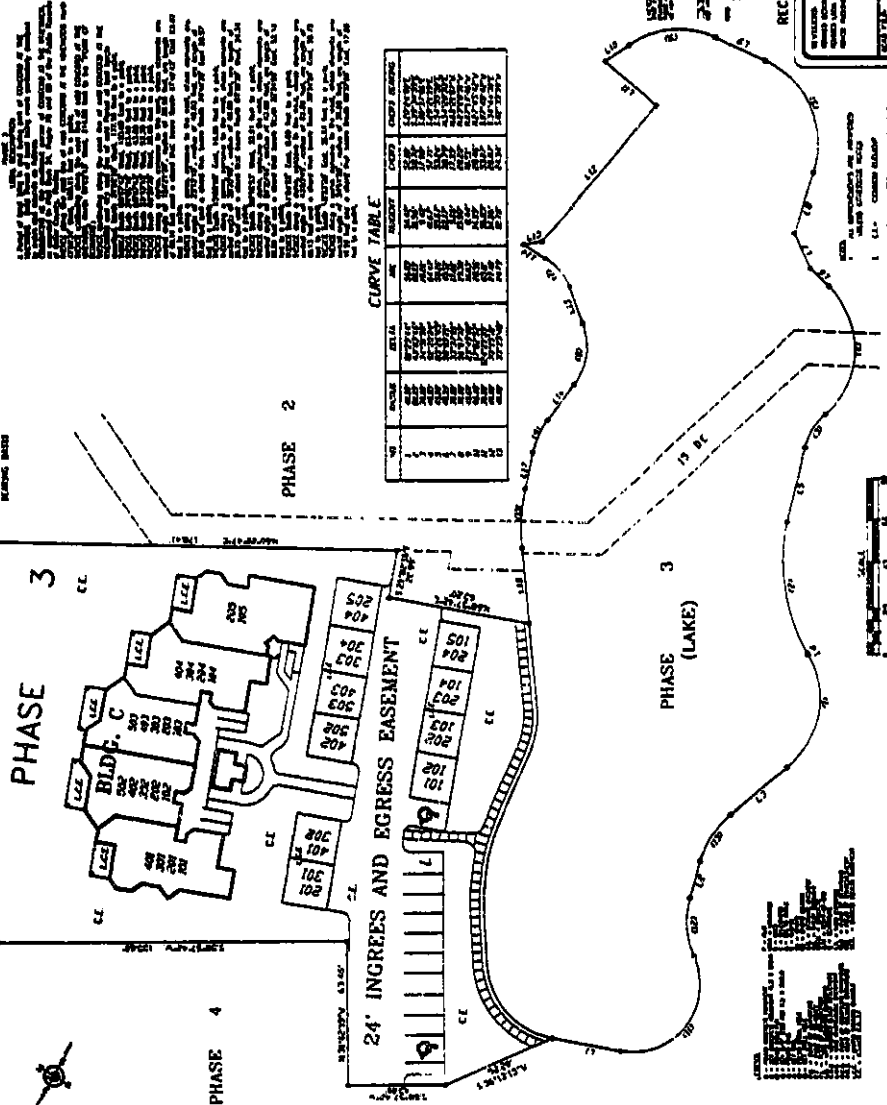
CONDOMINIUM BOOK PAGE

PHASE 3  
CONCORD, A CONDOMINIUM

P.O.C. PHASE 3

P.O.B. PHASE 3

TRACET ON THE WINDMILLS UNIT ONE, P.O.B. BOOK 14, PAGES 67-74



PHASE 2

PHASE 3

PHASE 4

CURVE TABLE

NO.	ANGLE	AREA	ARC	CHORD	CHORD BEARING
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	...	...	...	...	...
27	...	...	...	...	...
28	...	...	...	...	...
29	...	...	...	...	...
30	...	...	...	...	...
31	...	...	...	...	...
32	...	...	...	...	...
33	...	...	...	...	...
34	...	...	...	...	...
35	...	...	...	...	...
36	...	...	...	...	...
37	...	...	...	...	...
38	...	...	...	...	...
39	...	...	...	...	...
40	...	...	...	...	...
41	...	...	...	...	...
42	...	...	...	...	...
43	...	...	...	...	...
44	...	...	...	...	...
45	...	...	...	...	...
46	...	...	...	...	...
47	...	...	...	...	...
48	...	...	...	...	...
49	...	...	...	...	...
50	...	...	...	...	...
51	...	...	...	...	...
52	...	...	...	...	...
53	...	...	...	...	...
54	...	...	...	...	...
55	...	...	...	...	...
56	...	...	...	...	...
57	...	...	...	...	...
58	...	...	...	...	...
59	...	...	...	...	...
60	...	...	...	...	...
61	...	...	...	...	...
62	...	...	...	...	...
63	...	...	...	...	...
64	...	...	...	...	...
65	...	...	...	...	...
66	...	...	...	...	...
67	...	...	...	...	...
68	...	...	...	...	...
69	...	...	...	...	...
70	...	...	...	...	...
71	...	...	...	...	...
72	...	...	...	...	...
73	...	...	...	...	...
74	...	...	...	...	...
75	...	...	...	...	...
76	...	...	...	...	...
77	...	...	...	...	...
78	...	...	...	...	...
79	...	...	...	...	...
80	...	...	...	...	...
81	...	...	...	...	...
82	...	...	...	...	...
83	...	...	...	...	...
84	...	...	...	...	...
85	...	...	...	...	...
86	...	...	...	...	...
87	...	...	...	...	...
88	...	...	...	...	...
89	...	...	...	...	...
90	...	...	...	...	...
91	...	...	...	...	...
92	...	...	...	...	...
93	...	...	...	...	...
94	...	...	...	...	...
95	...	...	...	...	...
96	...	...	...	...	...
97	...	...	...	...	...
98	...	...	...	...	...
99	...	...	...	...	...
100	...	...	...	...	...

LINE TABLE

LINE	BEARING	DISTANCE	AREA	CHORD	CHORD BEARING
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	...	...	...	...	...
27	...	...	...	...	...
28	...	...	...	...	...
29	...	...	...	...	...
30	...	...	...	...	...
31	...	...	...	...	...
32	...	...	...	...	...
33	...	...	...	...	...
34	...	...	...	...	...
35	...	...	...	...	...
36	...	...	...	...	...
37	...	...	...	...	...
38	...	...	...	...	...
39	...	...	...	...	...
40	...	...	...	...	...
41	...	...	...	...	...
42	...	...	...	...	...
43	...	...	...	...	...
44	...	...	...	...	...
45	...	...	...	...	...
46	...	...	...	...	...
47	...	...	...	...	...
48	...	...	...	...	...
49	...	...	...	...	...
50	...	...	...	...	...
51	...	...	...	...	...
52	...	...	...	...	...
53	...	...	...	...	...
54	...	...	...	...	...
55	...	...	...	...	...
56	...	...	...	...	...
57	...	...	...	...	...
58	...	...	...	...	...
59	...	...	...	...	...
60	...	...	...	...	...
61	...	...	...	...	...
62	...	...	...	...	...
63	...	...	...	...	...
64	...	...	...	...	...
65	...	...	...	...	...
66	...	...	...	...	...
67	...	...	...	...	...
68	...	...	...	...	...
69	...	...	...	...	...
70	...	...	...	...	...
71	...	...	...	...	...
72	...	...	...	...	...
73	...	...	...	...	...
74	...	...	...	...	...
75	...	...	...	...	...
76	...	...	...	...	...
77	...	...	...	...	...
78	...	...	...	...	...
79	...	...	...	...	...
80	...	...	...	...	...
81	...	...	...	...	...
82	...	...	...	...	...
83	...	...	...	...	...
84	...	...	...	...	...
85	...	...	...	...	...
86	...	...	...	...	...
87	...	...	...	...	...
88	...	...	...	...	...
89	...	...	...	...	...
90	...	...	...	...	...
91	...	...	...	...	...
92	...	...	...	...	...
93	...	...	...	...	...
94	...	...	...	...	...
95	...	...	...	...	...
96	...	...	...	...	...
97	...	...	...	...	...
98	...	...	...	...	...
99	...	...	...	...	...
100	...	...	...	...	...

LEGEND

CONCORD, A CONDOMINIUM  
PHASE 3  
A. TAYLOR & ASSOCIATES, INC.  
DATE: 3/10/95

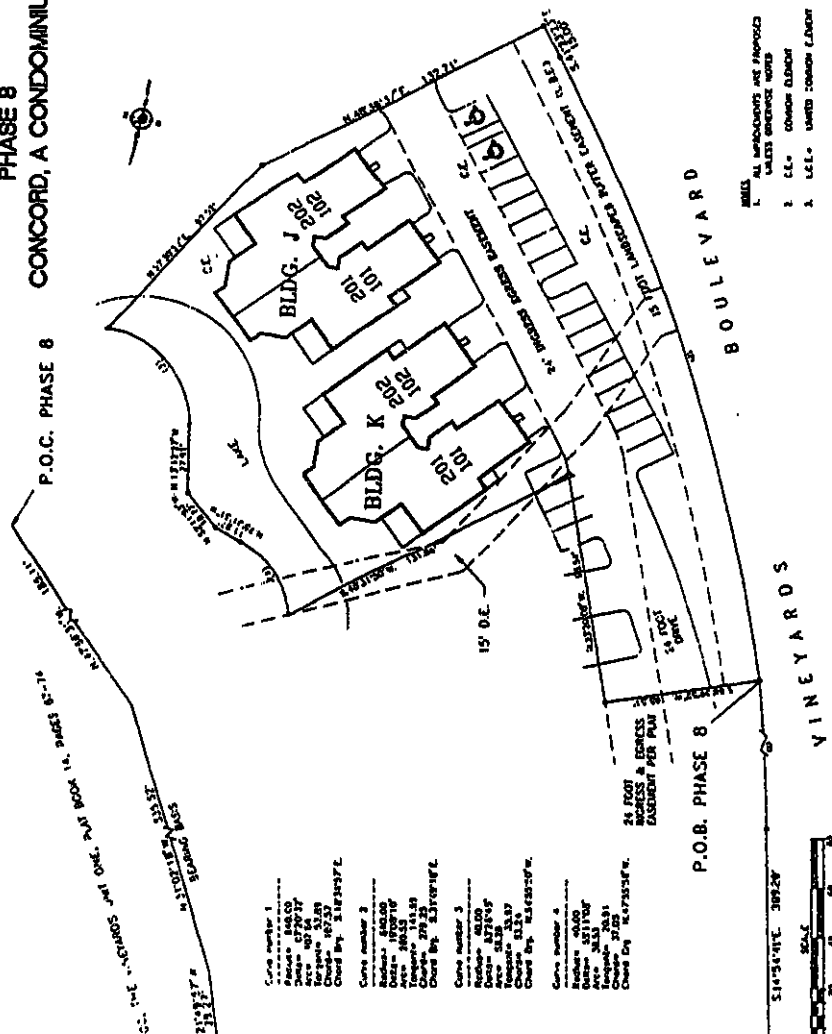
RECORD SURVEY AND SITE PLAN

CONCORD, A CONDOMINIUM  
PHASE 3  
A. TAYLOR & ASSOCIATES, INC.  
DATE: 3/10/95





### PHASE 8 CONCORD, A CONDOMINIUM



PHASE 8  
CONCORD, A CONDOMINIUM

A portion of the boundary line of CONCORD, A CONDOMINIUM, as recorded on the plat of the same, is shown on this plat. The boundary line of CONCORD, A CONDOMINIUM, as recorded on the plat of the same, is shown on this plat. The boundary line of CONCORD, A CONDOMINIUM, as recorded on the plat of the same, is shown on this plat.

TRACED along the north line of the CONCORD, A CONDOMINIUM, as recorded on the plat of the same, from the corner of the same to the corner of the same, a distance of 100.00 feet.

TRACED along the east line of the CONCORD, A CONDOMINIUM, as recorded on the plat of the same, from the corner of the same to the corner of the same, a distance of 100.00 feet.

TRACED along the south line of the CONCORD, A CONDOMINIUM, as recorded on the plat of the same, from the corner of the same to the corner of the same, a distance of 100.00 feet.

TRACED along the west line of the CONCORD, A CONDOMINIUM, as recorded on the plat of the same, from the corner of the same to the corner of the same, a distance of 100.00 feet.

1. Along a curve, concave to the east, whose center is located at a distance of 100.00 feet from the corner of the same to the corner of the same, a distance of 100.00 feet.
2. Along a curve, concave to the east, whose center is located at a distance of 100.00 feet from the corner of the same to the corner of the same, a distance of 100.00 feet.
3. Along a curve, concave to the east, whose center is located at a distance of 100.00 feet from the corner of the same to the corner of the same, a distance of 100.00 feet.
4. Along a curve, concave to the east, whose center is located at a distance of 100.00 feet from the corner of the same to the corner of the same, a distance of 100.00 feet.
5. Along a curve, concave to the east, whose center is located at a distance of 100.00 feet from the corner of the same to the corner of the same, a distance of 100.00 feet.

ERICKSEN/CONCORD CORP.  
PHASE 8  
CONCORD, A CONDOMINIUM

ERICKSEN/CONCORD CORP.  
PHASE 8  
CONCORD, A CONDOMINIUM

CONCORD, A CONDOMINIUM, INC.

CONCORD, A CONDOMINIUM, INC.

RECORD SURVEY  
SITE PLAN

ALL DIMENSIONS ARE APPROXIMATE  
UNLESS OTHERWISE NOTED

UNITED STATES GOVERNMENT

ERICKSEN/CONCORD CORP.  
PHASE 8  
CONCORD, A CONDOMINIUM

CONCORD, A CONDOMINIUM, INC.

CONCORD, A CONDOMINIUM, INC.

- LEGEND
- 1. 1" = 100' SCALE
  - 2. 1" = 200' SCALE
  - 3. 1" = 400' SCALE
  - 4. 1" = 800' SCALE
  - 5. 1" = 1600' SCALE
  - 6. 1" = 3200' SCALE
  - 7. 1" = 6400' SCALE
  - 8. 1" = 12800' SCALE
  - 9. 1" = 25600' SCALE
  - 10. 1" = 51200' SCALE
  - 11. 1" = 102400' SCALE
  - 12. 1" = 204800' SCALE
  - 13. 1" = 409600' SCALE
  - 14. 1" = 819200' SCALE
  - 15. 1" = 1638400' SCALE
  - 16. 1" = 3276800' SCALE
  - 17. 1" = 6553600' SCALE
  - 18. 1" = 13107200' SCALE
  - 19. 1" = 26214400' SCALE
  - 20. 1" = 52428800' SCALE
  - 21. 1" = 104857600' SCALE
  - 22. 1" = 209715200' SCALE
  - 23. 1" = 419430400' SCALE
  - 24. 1" = 838860800' SCALE
  - 25. 1" = 1677721600' SCALE
  - 26. 1" = 3355443200' SCALE
  - 27. 1" = 6710886400' SCALE
  - 28. 1" = 13421772800' SCALE
  - 29. 1" = 26843545600' SCALE
  - 30. 1" = 53687091200' SCALE
  - 31. 1" = 107374182400' SCALE
  - 32. 1" = 214748364800' SCALE
  - 33. 1" = 429496729600' SCALE
  - 34. 1" = 858993459200' SCALE
  - 35. 1" = 1717986918400' SCALE
  - 36. 1" = 3435973836800' SCALE
  - 37. 1" = 6871947673600' SCALE
  - 38. 1" = 13743895347200' SCALE
  - 39. 1" = 27487790694400' SCALE
  - 40. 1" = 54975581388800' SCALE
  - 41. 1" = 109951162777600' SCALE
  - 42. 1" = 219902325555200' SCALE
  - 43. 1" = 439804651110400' SCALE
  - 44. 1" = 879609302220800' SCALE
  - 45. 1" = 1759218604441600' SCALE
  - 46. 1" = 3518437208883200' SCALE
  - 47. 1" = 7036874417766400' SCALE
  - 48. 1" = 14073748835532800' SCALE
  - 49. 1" = 28147497671065600' SCALE
  - 50. 1" = 56294995342131200' SCALE
  - 51. 1" = 112589990684262400' SCALE
  - 52. 1" = 225179981368524800' SCALE
  - 53. 1" = 450359962737049600' SCALE
  - 54. 1" = 900719925474099200' SCALE
  - 55. 1" = 1801439850948198400' SCALE
  - 56. 1" = 3602879701896396800' SCALE
  - 57. 1" = 7205759403792793600' SCALE
  - 58. 1" = 14411518807585587200' SCALE
  - 59. 1" = 28823037615171174400' SCALE
  - 60. 1" = 57646075230342348800' SCALE
  - 61. 1" = 115292150460684697600' SCALE
  - 62. 1" = 23058430092136939539200' SCALE
  - 63. 1" = 46116860184273879078400' SCALE
  - 64. 1" = 92233720368547758156800' SCALE
  - 65. 1" = 184467440737095515313600' SCALE
  - 66. 1" = 368934881474191030627200' SCALE
  - 67. 1" = 737869762948382061254400' SCALE
  - 68. 1" = 1475739525896764122508800' SCALE
  - 69. 1" = 2951479051793528245017600' SCALE
  - 70. 1" = 5902958103587056490035200' SCALE
  - 71. 1" = 11805916207174112980070400' SCALE
  - 72. 1" = 23611832414348225960140800' SCALE
  - 73. 1" = 47223664828696451920281600' SCALE
  - 74. 1" = 94447329657392903840563200' SCALE
  - 75. 1" = 188894659314785807681126400' SCALE
  - 76. 1" = 377789318629571615362252800' SCALE
  - 77. 1" = 755578637259143230724505600' SCALE
  - 78. 1" = 1511157274518286461449011200' SCALE
  - 79. 1" = 3022314549036572922898022400' SCALE
  - 80. 1" = 6044629098073145845796044800' SCALE
  - 81. 1" = 12089258196146291691592089600' SCALE
  - 82. 1" = 24178516392292583383184179200' SCALE
  - 83. 1" = 48357032784585166766368358400' SCALE
  - 84. 1" = 96714065569170333532736716800' SCALE
  - 85. 1" = 193428131138340667065473433600' SCALE
  - 86. 1" = 386856262276681334130946867200' SCALE
  - 87. 1" = 773712524553362668261893734400' SCALE
  - 88. 1" = 1547425049106725336523787468800' SCALE
  - 89. 1" = 3094850098213450673047574937600' SCALE
  - 90. 1" = 6189700196426901346095149875200' SCALE
  - 91. 1" = 12379400392853802692190299750400' SCALE
  - 92. 1" = 24758800785707605384380599500800' SCALE
  - 93. 1" = 49517601571415210768761199001600' SCALE
  - 94. 1" = 99035203142830421537522398003200' SCALE
  - 95. 1" = 198070406285660843075044796006400' SCALE
  - 96. 1" = 396140812571321686150089592012800' SCALE
  - 97. 1" = 792281625142643372300179184025600' SCALE
  - 98. 1" = 1584563250285286744600358368051200' SCALE
  - 99. 1" = 3169126500570573489200716736102400' SCALE
  - 100. 1" = 6338253001141146978401433472204800' SCALE

\*\*\* OR: 2097 PG: 1296 \*\*\*

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 17<sup>th</sup> day of January, 1996,  
by Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293, in the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Phase III (Building "C") of said Condominium pursuant to Section 718.104(4)(e) Florida Statutes, 1995, to include revised Plot Plans and Surveyor's Certificate of Substantial Completion.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to comply with Section 718.104(4)(e) Florida Statutes, 1995.

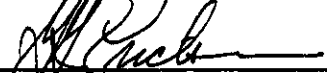
NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid Declaration by adding revised Plot Plan for Phase III (Building "C") and Certificate of substantial completion of Phase III (Building "C").

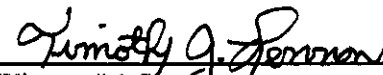
IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida  
Corporation, General Partner

By:   
Grover G. Ericksen  
President

  
Witness # 1 Signature

Timothy J. LENNON  
Witness # 1 Printed Name

  
Witness # 2 Signature

Alexandra Brennan  
Witness # 2 Printed Name

(Corporate Seal)

2014938 OR: 2140 PG: 1188

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
01/22/96 at 09:24AM DWIGHT B. BROCK, CLERK  
REC FEE 28.50

Retn:  
HARPER SECRET BY AL  
PICK UP

CONDOMINIUM EXHIBIT(S) FILED IN CONDOMINIUM BOOK 42  
PAGE 85--87 PUBLIC RECORDS OF COLLIER COUNTY, 1/22/96  
DWIGHT B. BROCK, CLERK  
BY: KELLIE STROBEL DC

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 17<sup>th</sup> day of January, 1996, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Paula J. Bruttomesso  
Notary Public (Signature)

PAULA J. BRUTTOMESSO  
Notary Public (Printed Name)

My Commission Expires:

This Instrument Prepared by:  
Thomas B. Garlick, Esq.  
Harter, Secrest & Emery  
Suite 400  
800 Laurel Oak Drive  
Naples, Florida 33963



A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

(941) 594-8448  
FAX (941) 594-0554

SURVEYORS CERTIFICATE  
-----

As to Phase 3, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building C, Phase 3, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Phase 3 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

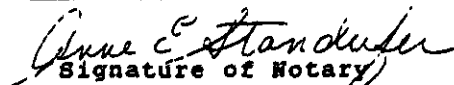
4. That as to said Phase 3 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 3, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

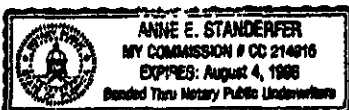
By  Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

DATE *Jan 17, 1996*

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this JANUARY 17, 1996 by Antonio Trigo, who is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

  
Signature of Notary  
NOTARY PUBLIC  
Commission Number: CCJ14915



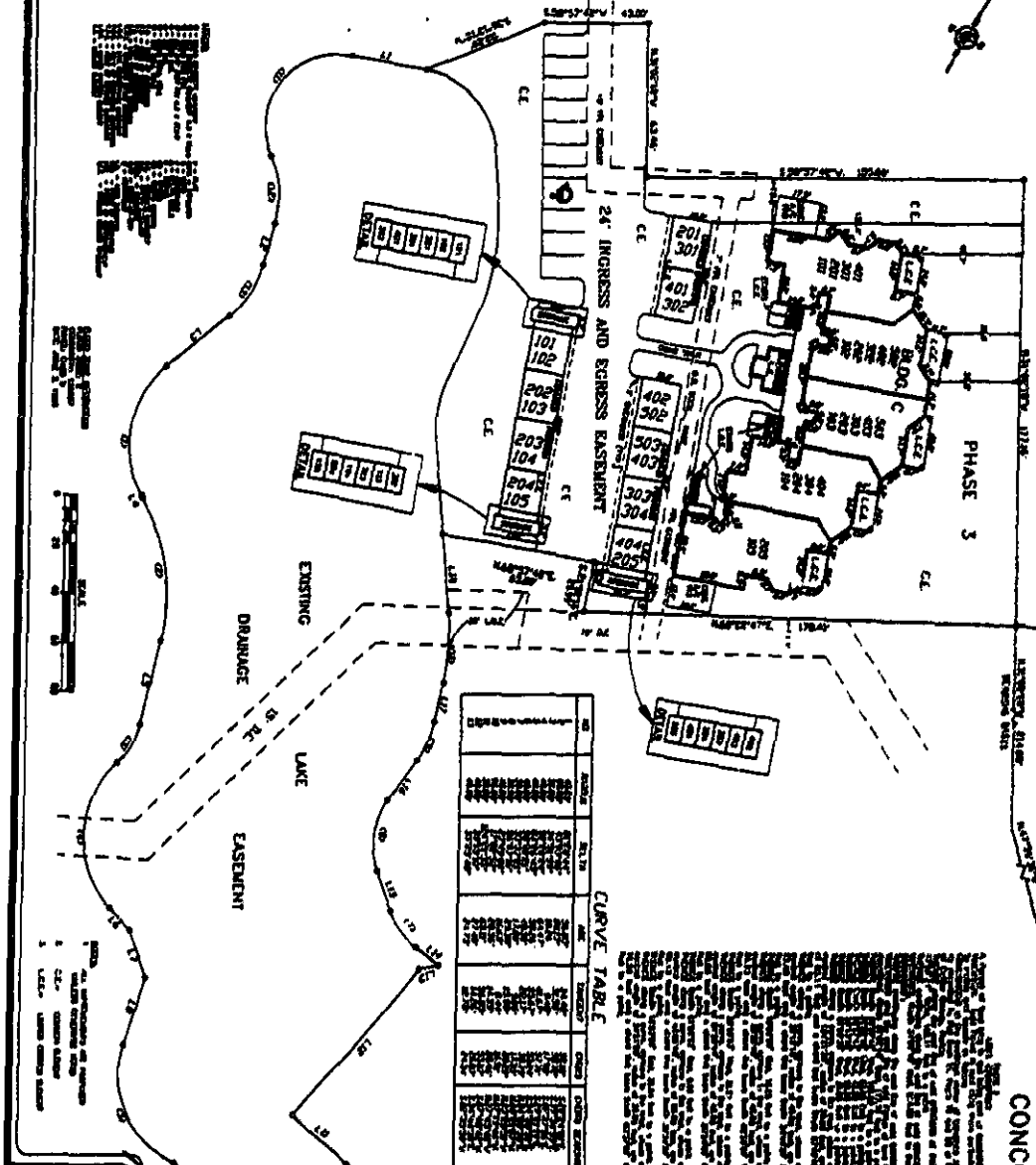
TRACT OF THE WINDMILLS UNIT ONE, PLAT BOOK 14, PAGES 87-94

P.O.B. PHASE 3

P.O.C. PHASE 3

PHASE 3  
CONCORD, A CONDOMINIUM

CONDOMINIUM BOOK PAGE



THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**CURVE TABLE**

NO.	STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	DELTA
1	101	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
2	102	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
3	103	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
4	104	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
5	105	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
6	201	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
7	202	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
8	203	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
9	204	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
10	205	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
11	301	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
12	302	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
13	303	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
14	304	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
15	305	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
16	401	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
17	402	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
18	403	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
19	404	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
20	405	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
21	501	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
22	502	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
23	503	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
24	504	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"
25	505	N 89° 58' 00" E	100.00	S 89° 58' 00" E	100.00	90° 00' 00"

**LINE TABLE**

LINE NO.	START STATION	END STATION	LENGTH	BEARING
1	101	102	100.00	N 89° 58' 00" E
2	102	103	100.00	N 89° 58' 00" E
3	103	104	100.00	N 89° 58' 00" E
4	104	105	100.00	N 89° 58' 00" E
5	201	202	100.00	N 89° 58' 00" E
6	202	203	100.00	N 89° 58' 00" E
7	203	204	100.00	N 89° 58' 00" E
8	204	205	100.00	N 89° 58' 00" E
9	301	302	100.00	N 89° 58' 00" E
10	302	303	100.00	N 89° 58' 00" E
11	303	304	100.00	N 89° 58' 00" E
12	304	305	100.00	N 89° 58' 00" E
13	401	402	100.00	N 89° 58' 00" E
14	402	403	100.00	N 89° 58' 00" E
15	403	404	100.00	N 89° 58' 00" E
16	404	405	100.00	N 89° 58' 00" E
17	501	502	100.00	N 89° 58' 00" E
18	502	503	100.00	N 89° 58' 00" E
19	503	504	100.00	N 89° 58' 00" E
20	504	505	100.00	N 89° 58' 00" E

**CONCORD, A CONDOMINIUM**  
PHASE 3  
A. TROTT & ASSOCIATES, INC.  
1111 1/2 S. BROADWAY, SUITE 100  
DENVER, CO 80202

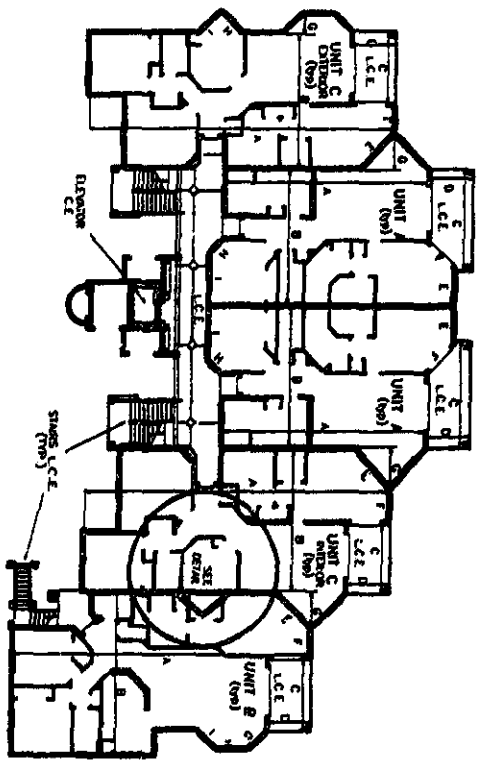
**ENGINEER/ARCHITECT/GEOR.**  
CONCORD, A CONDOMINIUM  
PHASE 3  
A. TROTT & ASSOCIATES, INC.  
1111 1/2 S. BROADWAY, SUITE 100  
DENVER, CO 80202

**EXHIBIT B**

EXISTING CONCORD PARTNERSHIP, D.C.  
WRITER'S BLOCKS, 1200  
ATTORNEY'S TITLE INSURANCE FUND INC.  
1111 1/2 S. BROADWAY, SUITE 100  
DENVER, CO 80202

REVISIONS:  
1. CORRECTED SURVEY  
2. CORRECTED SURVEY  
3. CORRECTED SURVEY  
4. CORRECTED SURVEY  
5. CORRECTED SURVEY  
6. CORRECTED SURVEY  
7. CORRECTED SURVEY  
8. CORRECTED SURVEY  
9. CORRECTED SURVEY  
10. CORRECTED SURVEY  
11. CORRECTED SURVEY  
12. CORRECTED SURVEY  
13. CORRECTED SURVEY  
14. CORRECTED SURVEY  
15. CORRECTED SURVEY  
16. CORRECTED SURVEY  
17. CORRECTED SURVEY  
18. CORRECTED SURVEY  
19. CORRECTED SURVEY  
20. CORRECTED SURVEY  
21. CORRECTED SURVEY  
22. CORRECTED SURVEY  
23. CORRECTED SURVEY  
24. CORRECTED SURVEY  
25. CORRECTED SURVEY  
26. CORRECTED SURVEY  
27. CORRECTED SURVEY  
28. CORRECTED SURVEY  
29. CORRECTED SURVEY  
30. CORRECTED SURVEY  
31. CORRECTED SURVEY  
32. CORRECTED SURVEY  
33. CORRECTED SURVEY  
34. CORRECTED SURVEY  
35. CORRECTED SURVEY  
36. CORRECTED SURVEY  
37. CORRECTED SURVEY  
38. CORRECTED SURVEY  
39. CORRECTED SURVEY  
40. CORRECTED SURVEY  
41. CORRECTED SURVEY  
42. CORRECTED SURVEY  
43. CORRECTED SURVEY  
44. CORRECTED SURVEY  
45. CORRECTED SURVEY  
46. CORRECTED SURVEY  
47. CORRECTED SURVEY  
48. CORRECTED SURVEY  
49. CORRECTED SURVEY  
50. CORRECTED SURVEY  
51. CORRECTED SURVEY  
52. CORRECTED SURVEY  
53. CORRECTED SURVEY  
54. CORRECTED SURVEY  
55. CORRECTED SURVEY  
56. CORRECTED SURVEY  
57. CORRECTED SURVEY  
58. CORRECTED SURVEY  
59. CORRECTED SURVEY  
60. CORRECTED SURVEY  
61. CORRECTED SURVEY  
62. CORRECTED SURVEY  
63. CORRECTED SURVEY  
64. CORRECTED SURVEY  
65. CORRECTED SURVEY  
66. CORRECTED SURVEY  
67. CORRECTED SURVEY  
68. CORRECTED SURVEY  
69. CORRECTED SURVEY  
70. CORRECTED SURVEY  
71. CORRECTED SURVEY  
72. CORRECTED SURVEY  
73. CORRECTED SURVEY  
74. CORRECTED SURVEY  
75. CORRECTED SURVEY  
76. CORRECTED SURVEY  
77. CORRECTED SURVEY  
78. CORRECTED SURVEY  
79. CORRECTED SURVEY  
80. CORRECTED SURVEY  
81. CORRECTED SURVEY  
82. CORRECTED SURVEY  
83. CORRECTED SURVEY  
84. CORRECTED SURVEY  
85. CORRECTED SURVEY  
86. CORRECTED SURVEY  
87. CORRECTED SURVEY  
88. CORRECTED SURVEY  
89. CORRECTED SURVEY  
90. CORRECTED SURVEY  
91. CORRECTED SURVEY  
92. CORRECTED SURVEY  
93. CORRECTED SURVEY  
94. CORRECTED SURVEY  
95. CORRECTED SURVEY  
96. CORRECTED SURVEY  
97. CORRECTED SURVEY  
98. CORRECTED SURVEY  
99. CORRECTED SURVEY  
100. CORRECTED SURVEY

# PHASE 3 CONCORD, A CONDOMINIUM



DETAIL: 1" = 10'  
UNIT 404 ONLY



UNIT	FLOOR	CEILING	CEILING	CEILING	CEILING
	BLVD	BLVD	BLVD	BLVD	BLVD
UNIT 101	18.07'	---	24.87'	---	---
UNIT 201	25.13'	---	24.87'	---	---
UNIT 102	15.07'	---	24.87'	---	---
UNIT 202	25.07'	---	24.87'	---	---
UNIT 103	15.07'	---	24.87'	---	---
UNIT 203	25.07'	---	24.87'	---	---
UNIT 104	15.07'	---	24.87'	---	---
UNIT 204	25.07'	---	24.87'	---	---
UNIT 105	15.07'	---	24.87'	---	---
UNIT 205	25.07'	---	24.87'	---	---

UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
A	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'	81.37'
B	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'	24.87'
C	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'	14.02'
D	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'
E	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'	4.02'
F	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'
G	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'	1.57'
H	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'
I	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'
J	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'
K	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'	8.47'

- NOTES:
- 1. L.C.E. - UNITED COMMON ELEMENT
  - 2. TYP - TYPICAL
  - 3. CE - COMMON ELEMENT

RECORD SURVEY SHEET 2 OF 3

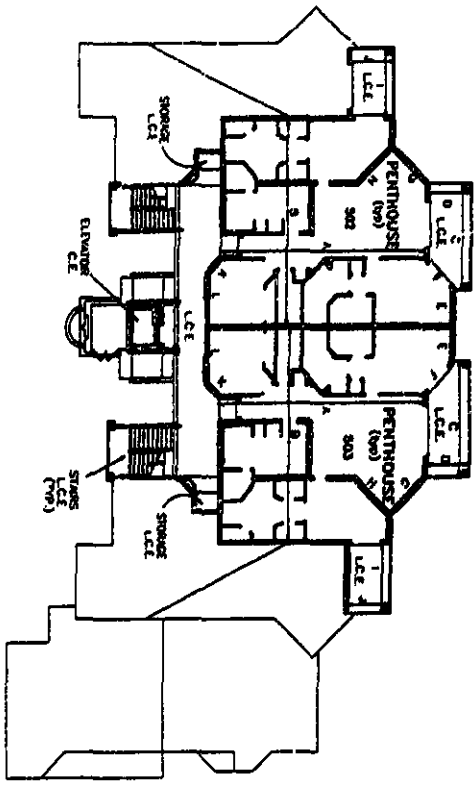
EXHIBIT

**B**

CONCORD, A CONDOMINIUM  
PHASE 3  
A. TERRY T. ROBERTSON, INC.  
1000 W. ...

OR: 2140 PG: 1192

PHASE 3  
CONCORD, A CONDOMINIUM



- NOTES:
1. L.C.E. = UNITED COMMON ELEMENT
  2. TYP. = TYPICAL
  3. C.E. = COMMON ELEMENT

UNIT	CEILING	FLOOR	FINISH	CEILING	FLOOR	FINISH	CEILING	FLOOR	FINISH
100	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
101	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
102	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
103	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
104	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
105	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
106	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
107	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
108	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
109	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00
110	11.00	1.00	1.00	11.00	1.00	1.00	11.00	1.00	1.00

UNIT	AREA	UNIT	AREA
A	30.47	A117	30.47
B	20.80	B117	20.80
C	8.80	C117	8.80
D	7.80	D117	7.80
E	8.80	E117	8.80
F	8.70	F117	8.70
G	8.80	G117	8.80
H	13.80	H117	13.80
I	8.80	I117	8.80
J	8.80	J117	8.80
K	8.80	K117	8.80
L	8.80	L117	8.80

RECORD SURVEY SHEET 3 OF 3

EXHIBIT **B**

ENGINEER/ARCHITECT/CONTRACTOR

CONCORD, A CONDOMINIUM

PHASE 3

CONCORD, A CONDOMINIUM

CONCORD, A CONDOMINIUM

Re: ALLEN KNUDSEN ET AL  
5121 CASTELLO DR #1  
NAPLES FL 33940

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected and acting President of Fairways at Par One Condominiums Association, Inc., a Florida corporation not for profit, which is the condominium association operating the following condominiums:

FAIRWAYS AT PAR ONE - ONE, A CONDOMINIUM, as originally recorded at O.R. Book 1028, Pages 862 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - TWO, A CONDOMINIUM, as originally recorded at O.R. Book 1028, Pages 917 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - THREE, A CONDOMINIUM, as originally recorded at O.R. Book 1043, Pages 374 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - FOUR, A CONDOMINIUM, as originally recorded at O.R. Book 1033, Pages 529 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - FIVE, A CONDOMINIUM, as originally recorded at O.R. Book 1031, Pages 1759 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - SIX, A CONDOMINIUM, as originally recorded at O.R. Book 1040, Pages 1249 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - SEVEN, A CONDOMINIUM, as originally recorded at O.R. Book 1031, Pages 1813 et seq., Public Records of Collier County, Florida;

FAIRWAYS AT PAR ONE - EIGHT, A CONDOMINIUM, as originally recorded at O.R. Book 1051, Pages 994 et seq., Public Records of Collier County, Florida;

does hereby certify that, at a special meeting of the members held on January 16, 1996, where a quorum was present, after due notice, the resolution set forth below was approved and adopted by not less than two-thirds (2/3rds) of all of the voting interests in the Association who were present and voting, in person or by proxy.

RESOLVED: That the Amended, Restated and Combined Declaration of Condominium of all Fairways at Par One Condominiums as referred to above be and are hereby amended, and the amendment is adopted in the form attached hereto, and made a part hereof.

1/16/96  
Date

FAIRWAYS AT PAR ONE CONDOMINIUMS  
ASSOCIATION, INC.

[Signature]  
Signature of Witness

VIRGINIA D. NEZEMAN  
Please print name of witness

[Signature]  
Signature of Witness

SUE ANN M. ZORNES  
Please print name of witness

By: [Signature]  
Dorothy A. Laskowski, President (SEAL)  
4140 27th Court S.W.  
Naples, Florida 33999

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on the 16<sup>th</sup> day of January, 1996, personally appeared before me Dorothy A. Laskowski, President of Fairways at Par One Condominiums Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation.

(SEAL)

[Signature]  
Notary Public

Printed Name: SUE ANN M. ZORNES  
MY COMMISSION # CC327031 EXPIRES November 4, 1997  
My commission expires NOVEMBER 4, 1997  
Commission number

**AMENDMENTS TO THE AMENDED, RESTATED & COMBINED DECLARATION OF  
CONDOMINIUM OF ALL FAIRWAYS AT PAR ONE CONDOMINIUMS**

The Amended, Restated and Combined Declaration of Condominium for all Fairways at Par One Condominiums, shall be amended as shown below:

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

1. The Amended, Restated and Combined Declaration of Condominium of all Fairways at Par One Condominiums shall be amended by adding a new Section 22 as follows:

**22. STATEMENT OF INTENT TO PROVIDE HOUSING FOR OLDER PERSONS.** It is hereby declared that the Condominiums desire and intend to provide housing for older persons, as defined in Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620), hereinafter referred to as the "Act", and the administrative rules promulgated from time to time by the Secretary of Housing and Urban Development interpreting and implementing the Act. The Association shall do whatever is required by the Act and the administrative rules to publish and adhere to policies and procedures which demonstrate an intention to provide housing for older persons. In furtherance of this objective and as further provided in Sections 12 and 13 of this Declaration, the Association shall be entitled to disapprove transfers of ownership (except in the case of devise or inheritance to spouses or children of owners) and leases of units where the intended occupancy of the units does not include at least one (1) person fifty-five (55) years of age or older. The Association shall also be entitled to restrict occupancy of units by persons under sixteen (16) years of age, as further provided in Section 11.3 of the Declaration.

2. Section 11.3 of the Amended, Restated and Combined Declaration of Condominium of all Fairways at Par One Condominiums shall be amended as follows:

**11.3 Minors.** No persons under sixteen (16) years of age shall be permitted to occupy a unit except that any person under sixteen (16) years of age who is the child, grandchild, nephew or niece of a unit owner or the unit owner's spouse may temporarily occupy the owner's unit for a period not to exceed sixty (60) days in any calendar year. The cumulative length of stays by all such guests in a unit per calendar year shall not exceed sixty (60) days. All occupants under eighteen (18) years of age who are permitted to occupy a unit pursuant to this Section shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

3. Section 12.1 (C) of the Amended, Restated and Combined Declaration of Condominium of all Fairways at Par One Condominiums shall be amended by adding a new Paragraph (11) as follows:

12. **LEASING OF UNITS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

\*\*\*

12.1 Procedures.

\*\*\*

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

\*\*\*

(11) or: the intended occupants of the unit during the period of the lease do not include at least one (1) person fifty-five (55) years of age or older.

4. Section 13.3 (C)(1) of the Amended, Restated and Combined Declaration of Condominium of all Fairways at Par One Condominiums shall be amended as follows:

13. **TRANSFER OF OWNERSHIP OF UNITS.** In order to maintain a community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quite community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

\*\*\*

13.3 Procedures.

\*\*\*

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

\*\*\*

(i) or: the intended occupants of the unit do not include at least one (1) person fifty-five (55) years of age or older, except as provided in Section 13.2 (B) of the Declaration. \*



**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 25<sup>th</sup> day of MARCH, 1996, by Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293, in the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of a portion of Phase VIII (Building "J") of said Condominium pursuant to Section 718.104(4)(e) Florida Statutes, 1995, to include revised Plot Plans and Surveyor's Certificate of Substantial Completion.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to comply with Section 718.104(4)(e) Florida Statutes, 1995.

NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid Declaration by adding revised Plot Plan for a portion of Phase VIII (Building "J") and Certificate of substantial completion of a portion of Phase VIII (Building "J").

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida Corporation, General Partner

By: [Signature]  
Grover G. Ericksen  
President

[Signature]  
Witness # 1 Signature

Timothy J. LENNOW  
Witness # 1 Printed Name

[Signature]  
Witness # 2 Signature

Alexandra G. Brennan  
Witness # 2 Printed Name

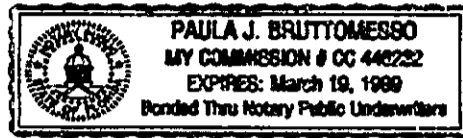
(Corporate Seal)

CONDOMINIUM EXHIBIT(S) FILED IN CONDOMINIUM BOOK 43  
PAGE 10 PUBLIC RECORDS OF COLLIER COUNTY,  
DWIGHT E BROCK, CLERK APRIL 23, 1996  
BY: [Signature] DC

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 25<sup>th</sup> day of MARCH, 1996, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Paula Bruttomesso  
Notary Public (Signature)

PAULA BRUTTOMESSO  
Notary Public (Printed Name)

My Commission Expires:

This Instrument Prepared by:  
Thomas B. Garlick, Esq.  
Harter, Secrest & Emery  
Suite 400  
800 Laurel Oak Drive  
Naples, Florida 33963

A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

(941) 594-8448  
FAX (941) 594-0554

SURVEYORS CERTIFICATE  
-----

As to Phase 8, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

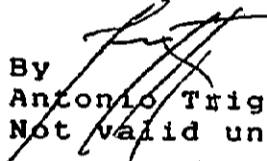
I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building J, Phase 8, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

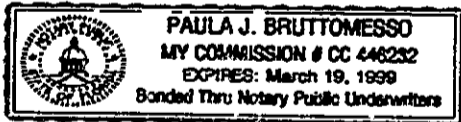
3. That the construction of the improvements to said Phase 8 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 8 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 8, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  DATE 4/12/96  
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

STATE OF FLORIDA  
COUNTY OF COLLIER

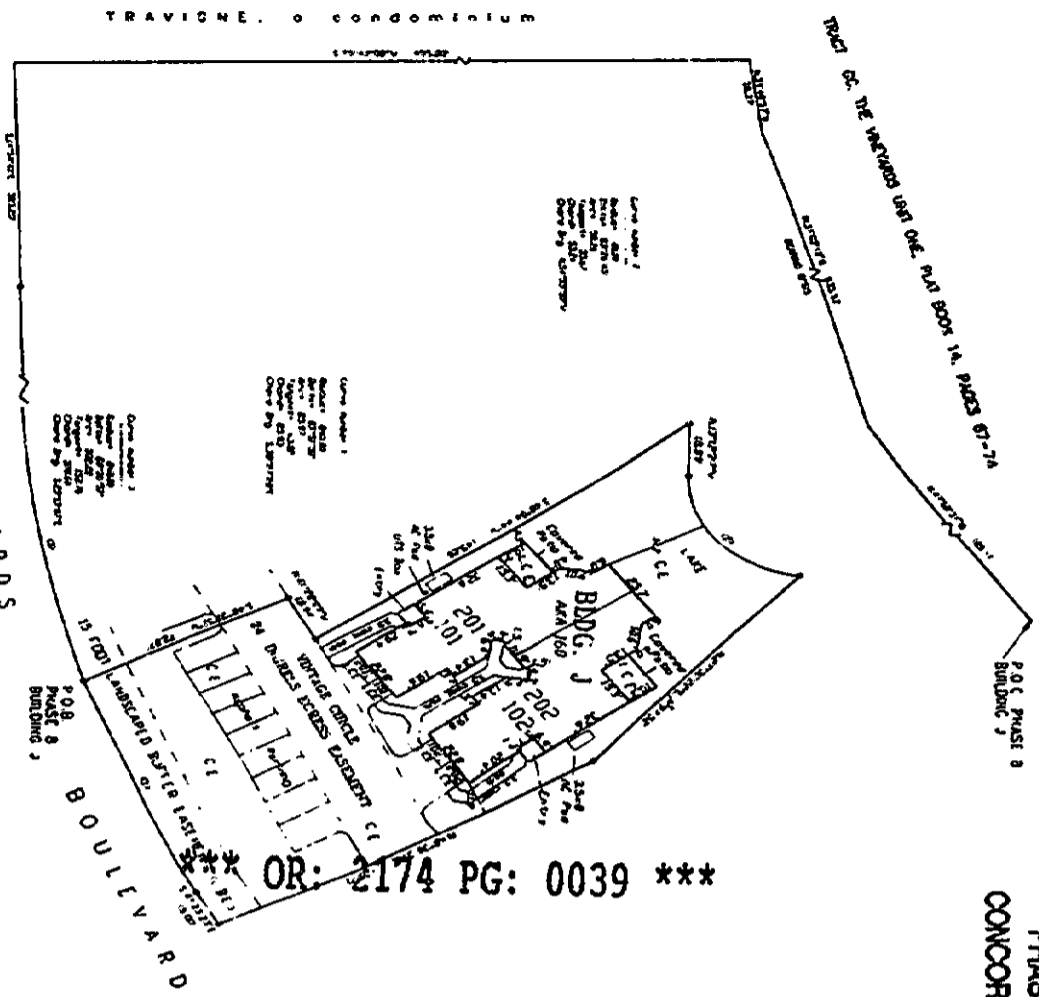
The foregoing instrument was acknowledged before me this \_\_\_\_\_, 1996 by Antonio Trigo, who is personally known to me, or has produced Paula Bruttomesso as identification.



Signature of Notary  
NOTARY PUBLIC  
Commission Number:

PHASE 8, BUILDING J  
CONCORD, A CONDOMINIUM

PHASE 8, BUILDING J  
UNIT 1000



OR: 2174 PG: 0039 \*\*\*

PHASE 8, BUILDING J  
UNIT 1000

1. This unit is a part of the Phase 8, Building J, Concord, a Condominium, as shown on the attached plat. The unit is bounded by the following lines: North, 15.00 feet; South, 15.00 feet; East, 15.00 feet; West, 15.00 feet. The area of this unit is 225.00 square feet.

2. The unit is to be used for residential purposes only. It shall not be used for any other purpose without the approval of the Board of Directors.

3. The unit is to be used in accordance with the rules and regulations of the Condominium Association.

4. The unit is to be used in accordance with the Declaration of Condominium.

5. The unit is to be used in accordance with the Bylaws of the Condominium Association.

6. The unit is to be used in accordance with the Covenants, Conditions and Restrictions of the Condominium.

7. The unit is to be used in accordance with the rules and regulations of the Condominium Association.

8. The unit is to be used in accordance with the Declaration of Condominium.

9. The unit is to be used in accordance with the Bylaws of the Condominium Association.

10. The unit is to be used in accordance with the Covenants, Conditions and Restrictions of the Condominium.

1645519/CONCORD PARTNERSHIP, LTD.  
SOUTH HILLS PLACE, 7<sup>TH</sup> FLOOR, SUITE 700  
ATLANTA, GEORGIA 30338  
ATTORNEY'S TITLE ADVISORY FIRM, INC.

RECORD AS-BUILT SUPPLY

APPROVED	DATE	RECORD	FILE NO.
PHASE 8, BUILDING J CONCORD, A CONDOMINIUM	10/10/00	1000	1000
TRICCO & ASSOCIATES, INC. 1000 BROADWAY, SUITE 1000 ATLANTA, GEORGIA 30338 TEL: 404.525.1000			

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 25<sup>th</sup> day of MARCH, 1996,  
by Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293, in the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Phase IV (Building "D") of said Condominium pursuant to Section 718.104(4)(e) Florida Statutes, 1995, to include revised Plot Plans and Surveyor's Certificate of Substantial Completion.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to comply with Section 718.104(4)(e) Florida Statutes, 1995.

NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid Declaration by adding revised Plot Plan for Phase IV (Building "D") and Certificate of substantial completion of a portion of Phase IV (Building "D").

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida  
Corporation, General Partner

By: *Grover G. Ericksen*  
Grover G. Ericksen  
President

(Corporate Seal)

*Timothy J. Lennon*  
Witness # 1 Signature

Timothy J. LENNON  
Witness # 1 Printed Name

*Alexandra G. Brennan*  
Witness # 2 Signature

Alexandra G. Brennan  
Witness # 2 Printed Name

Best Image Available

FILED:  
HAYNES SECRETARY AT AL  
PIECE UP

RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL  
05/01/96 AT 02:33PM DWIGHT E. BROCK, CLERK

2051027 OR: 2177 PG: 1669

REC 111

28.50

CONDOMINIUM EXHIBIT(S) FILED IN CONDOMINIUM BOOK 413  
PAGE 20-22 PUBLIC RECORDS OF COLLIER COUNTY, MAY 1, 1996  
DWIGHT E BROCK, CLERK  
BY: LINDA MOROCCO DC

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 25<sup>th</sup> day of MARCH, 1996, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Paula Bruttomesso  
Notary Public (Signature)

PAULA BRUTTOMESSO  
Notary Public (Printed Name)

My Commission Expires:

This Instrument Prepared by:  
Thomas B. Garlick, Esq.  
Harter, Secrest & Emery  
Suite 400  
800 Laurel Oak Drive  
Naples, Florida 33963

TRACT OR THE WARDENS LANE DIST. PLAT BOOK 14, PAGES 87-74

P.O.B. PHASE 4

P.O.C. PHASE 4

**PHASE 4  
CONCORD, A CONDOMINIUM**

PHASE 4  
LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD at THE WARDENS LANE DISTRICT, being more particularly described as the same and containing thereon the following: (1) the Condominium Plan for CONCORD at THE WARDENS, as recorded in the Book 21, Pages 79 and 80 of the Public Records of Grand County, Oregon.

"WET" along the east line of said CONCORD at the WARDENS Lane 1/233'1" west, 185.5' west to a point.

"WET" containing along the east line of said CONCORD, at THE WARDENS Lane 1102'1" west, 311.75' west to the POINT OF BEGINNING.

"WET" containing along the east line of said CONCORD, at THE WARDENS Lane 1102'1" west, 143.2' west to a point.

"WET" along the east line of said CONCORD, at THE WARDENS Lane 1102'1" west, 27.9' west to a point.

"WET" along the east line of said CONCORD, at THE WARDENS Lane 1102'1" west, 185.5' west to a point.

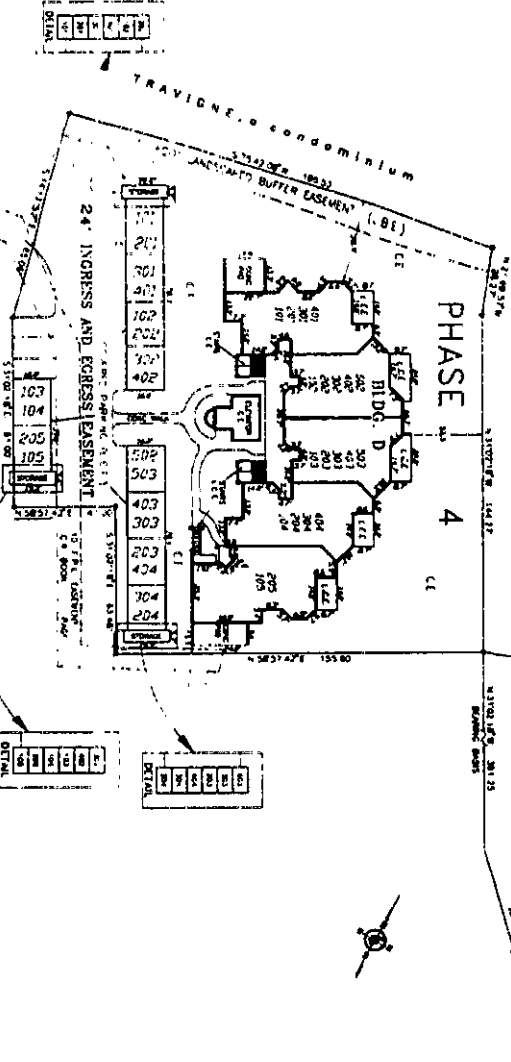
"WET" along the east line of said CONCORD, at THE WARDENS Lane 1102'1" west, 185.5' west to a point.

- 1. South 141.37' feet, East 146' to a point
  - 2. South 3102'1" feet, East 6' to a point
  - 3. South 493.17' feet, East 41.00' west to a point
  - 4. South 3102'1" feet, East 13.46' west to a point
- The common wall between said Phase 3 and said Phase 4.

**RECORD SURVEY**

SHEET 1 OF 3

EXHIBIT



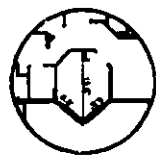
1998 THE ENGINEER  
CONCORD, A CONDOMINIUM  
DATE: MAY 1, 1998



ENGINEER/CONCORD CORP.  
LAWSON & ASSOCIATES, PLLC  
ATTORNEY'S TITLE INSURANCE FUND, INC.  
ANSONIA BANK OF NAPLES  
4/19/98

ENGINEER/CONCORD CORP. PHASE 4 CONCORD, A CONDOMINIUM A. BRIGGS & ASSOCIATES, INC.	CONCORD, A CONDOMINIUM PHASE 4 1102'1" WEST, 185.5' WEST TO A POINT
---	---

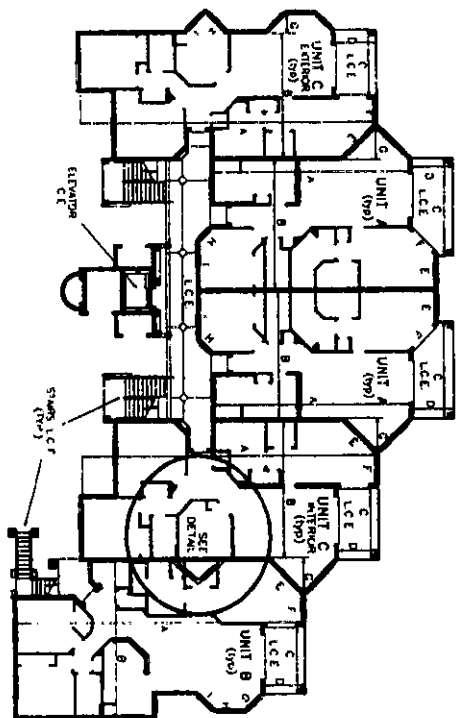
PHASE 4  
CONCORD, A CONDOMINIUM



DETAIL 1" = 10"  
UP ONLY



UNIT	FLOOR	CEILING	CEILING	CEILING	CEILING
	CLF	FIN	FIN	FIN	FIN
UNIT 101	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 102	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 103	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 104	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 105	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 106	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 107	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 108	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 109	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 110	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 111	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 112	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 113	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 114	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 115	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 116	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 117	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 118	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 119	11'00"	11'00"	14'00"	14'00"	14'00"
UNIT 120	11'00"	11'00"	14'00"	14'00"	14'00"



- NOTES:
- 1 L.C.E. - UNITED COMMON ELEMENT
  - 2 TYP. - TYPICAL
  - 3 C.E. - COMMON ELEMENT

UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123
11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"
11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"	11'00"
14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"
14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"	14'00"

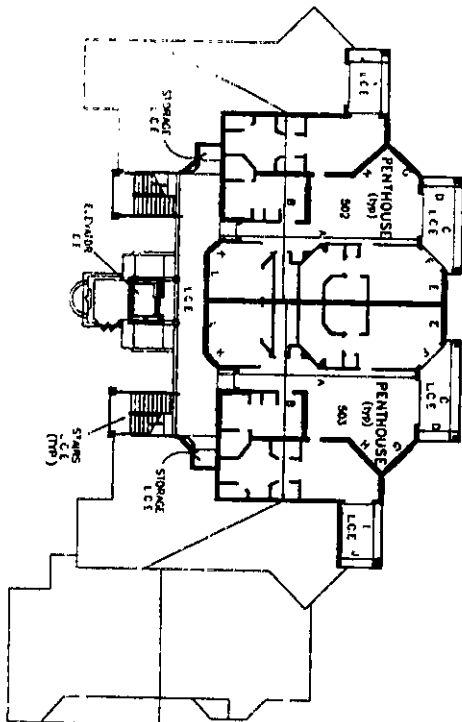
RECORD SURVEY SHEET 2 OF 3

EXHIBIT

ENCLOSURE/CONCORD CORP	CONCORD, A CONDOMINIUM
PHASE 4	CONCORD, A CONDOMINIUM
RESIDENTS	RESIDENTS
UNIT 101	UNIT 101
UNIT 102	UNIT 102
UNIT 103	UNIT 103
UNIT 104	UNIT 104
UNIT 105	UNIT 105
UNIT 106	UNIT 106
UNIT 107	UNIT 107
UNIT 108	UNIT 108
UNIT 109	UNIT 109
UNIT 110	UNIT 110
UNIT 111	UNIT 111
UNIT 112	UNIT 112
UNIT 113	UNIT 113
UNIT 114	UNIT 114
UNIT 115	UNIT 115
UNIT 116	UNIT 116
UNIT 117	UNIT 117
UNIT 118	UNIT 118
UNIT 119	UNIT 119
UNIT 120	UNIT 120
UNIT 121	UNIT 121
UNIT 122	UNIT 122
UNIT 123	UNIT 123
UNIT 124	UNIT 124
UNIT 125	UNIT 125
UNIT 126	UNIT 126
UNIT 127	UNIT 127
UNIT 128	UNIT 128
UNIT 129	UNIT 129
UNIT 130	UNIT 130
UNIT 131	UNIT 131
UNIT 132	UNIT 132
UNIT 133	UNIT 133
UNIT 134	UNIT 134
UNIT 135	UNIT 135
UNIT 136	UNIT 136
UNIT 137	UNIT 137
UNIT 138	UNIT 138
UNIT 139	UNIT 139
UNIT 140	UNIT 140
UNIT 141	UNIT 141
UNIT 142	UNIT 142
UNIT 143	UNIT 143
UNIT 144	UNIT 144
UNIT 145	UNIT 145
UNIT 146	UNIT 146
UNIT 147	UNIT 147
UNIT 148	UNIT 148
UNIT 149	UNIT 149
UNIT 150	UNIT 150
UNIT 151	UNIT 151
UNIT 152	UNIT 152
UNIT 153	UNIT 153
UNIT 154	UNIT 154
UNIT 155	UNIT 155
UNIT 156	UNIT 156
UNIT 157	UNIT 157
UNIT 158	UNIT 158
UNIT 159	UNIT 159
UNIT 160	UNIT 160
UNIT 161	UNIT 161
UNIT 162	UNIT 162
UNIT 163	UNIT 163
UNIT 164	UNIT 164
UNIT 165	UNIT 165
UNIT 166	UNIT 166
UNIT 167	UNIT 167
UNIT 168	UNIT 168
UNIT 169	UNIT 169
UNIT 170	UNIT 170
UNIT 171	UNIT 171
UNIT 172	UNIT 172
UNIT 173	UNIT 173
UNIT 174	UNIT 174
UNIT 175	UNIT 175
UNIT 176	UNIT 176
UNIT 177	UNIT 177
UNIT 178	UNIT 178
UNIT 179	UNIT 179
UNIT 180	UNIT 180
UNIT 181	UNIT 181
UNIT 182	UNIT 182
UNIT 183	UNIT 183
UNIT 184	UNIT 184
UNIT 185	UNIT 185
UNIT 186	UNIT 186
UNIT 187	UNIT 187
UNIT 188	UNIT 188
UNIT 189	UNIT 189
UNIT 190	UNIT 190
UNIT 191	UNIT 191
UNIT 192	UNIT 192
UNIT 193	UNIT 193
UNIT 194	UNIT 194
UNIT 195	UNIT 195
UNIT 196	UNIT 196
UNIT 197	UNIT 197
UNIT 198	UNIT 198
UNIT 199	UNIT 199
UNIT 200	UNIT 200



PHASE 4  
CONCORD, A CONDOMINIUM



- NOTES
- 1 L.C.E. - LIMITED COMMON ELEMENT
  - 2 TRP - TRUCK
  - 3 C.E. - COMMON ELEMENT

RECORD SURVEY SHEET 3 OF 3

EXHIBIT



UNIT	FLOOR	FINISH FLOOR ELEV.	CEILING FLOOR ELEV.	CEILING FLOOR ELEV.	CEILING FLOOR ELEV.
UNIT 302	57.00'	88.00'	71.30'	88.20'	87.20'
UNIT 303	57.00'	87.00'	71.30'	88.20'	87.20'

UNIT	UNIT	UNIT
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	27
28	29	30
31	32	33
34	35	36
37	38	39
40	41	42
43	44	45
46	47	48
49	50	51
52	53	54
55	56	57
58	59	60

CONCORD, A CONDOMINIUM PHASE 4

TRIBO & ASSOCIATES, INC.

1500 S.W. 22ND AVENUE, SUITE 300, MIAMI, FL 33135

PHASE 4 CONCORD, A CONDOMINIUM

A. TRIGO & ASSOCIATES, INC.

Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

(941) 594-8448  
FAX (941) 594-0554

**SURVEYORS CERTIFICATE**

As to Phase 4, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

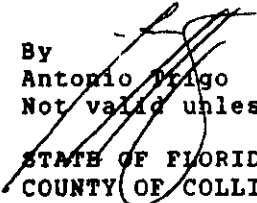
I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building D, Phase 4, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

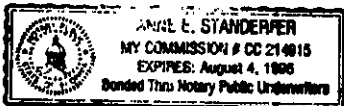
3. That the construction of the improvements to said Phase 4 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 4 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 4, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By   
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal  
STATE OF FLORIDA  
COUNTY OF COLLIER

DATE: April 26<sup>th</sup> 1996

The foregoing instrument was acknowledge before me this April 26, 1996 by Antonio Trigo, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Signature of Notary  
NOTARY PUBLIC CC214915

\*\*\* OR: 2177 PG: 1674 \*\*\*

Retn:  
HARPER SECRET BY AL  
PICK UP

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM

THIS AMENDMENT made this 24th day of September, 1996, by ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting additional lands comprising Phase Five to the Condominium form of ownership and use as an addition to the Condominium, and further, to certify substantial completion of Phase Five.

WHEREAS, Section 21.8 of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to submit additional lands, and to comply with the requirements of the Condominium Act.

WHEREAS, the Plan of Development section contained on Pages 1-3 of the Declaration of Condominium contains the following statutory provisions, incorporated by reference herein, regarding Phase Five of CONCORD AT THE VINEYARDS, a Condominium:

- A. The minimum and maximum numbers and general size of units to be included in Phase Five.
- B. Each units percentage of ownership in the common elements, as each Phase is added.
- C. The recreational areas and facilities which will be owned as common elements by all unit owners and all personal property to be provided as each Phase is added.
- D. The membership vote and ownership in the Association attributable to each unit in each Phase which results from the adding of Phase Five.
- E. A statement that Time-Share estates will not be created with respect to any units in any Phase of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Section 718.403, of the Florida Statutes, Phase Five of CONCORD AT THE VINEYARDS, a Condominium, is hereby submitted to the condominium form of ownership and use as an addition to the Condominium, and the Developer hereby amends the Declaration as follows:

Best Image Available

CONDOMINIUM EXHIBIT(S) FILED IN CONDOMINIUM BOOK 43  
PAGE 92-94 PUBLIC RECORDS OF COLLIER COUNTY,  
DWIGHT E BROCK, CLERK  
BY: DALE CRAIG DC

1. Exhibit "A" to the Declaration is amended to add the legal description for Phase Five.

2. Exhibit "B" to the Declaration is amended by adding the revised plot plan for Phase Five attached hereto describing the units and improvements contained in Phase Five, the floor plans for Building "E" (Phase Five) and Certificate of Surveyor to reflect substantial completion of Phase Five.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD.

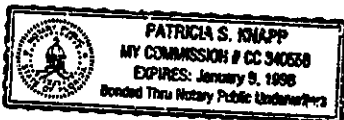
*Alexandra Bencor*  
Printed Name: Alexandra Bencor

By: *Grover G. Ericksen*  
Grover G. Ericksen

*Patricia S. Knapp*  
Printed Name: Patricia S. Knapp

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of September, 1996, by Grover G. Ericksen, as President of Ericksen Communities, Inc. General Partner of Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation. He is personally known to me.



(Seal)

*Patricia S. Knapp*  
Notary Public  
Printed Name: Patricia S. Knapp  
Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
C. Perry Peeples, Esq.  
HARTER, SECREST & EMERY  
800 Laurel Oak Drive,  
Suite 400  
Naples, Florida 34108-2738  
(941) 598-4444

# PHASE 5 CONCORD, A CONDOMINIUM

### PHASE 5 LEGAL DESCRIPTION

A PORCE of land lying in and being part of CONCORD AT THE WETLANDS, said Porce of land being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of CONCORD AT THE WETLANDS, as recorded in Plat Book 21, Pages 76 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD, AT THE WETLANDS, North 77°52'15" West, 181.11 feet to a point;

THENCE continuing along the east line of said CONCORD, AT THE WETLANDS, North 31°07'18" West, 535.52 feet to a point;

THENCE continuing along the east line of said CONCORD, AT THE WETLANDS, North 21°43'37" West, 28.37 feet to a point being the southeast corner of CONCORD, AT THE WETLANDS;

THENCE along the north line of said CONCORD, AT THE WETLANDS, South 75°22'05" West, 453.88 feet to a point representing the west line of wetlands collected over during the FRONT OF RECONSTRUCTION;

THENCE along the westerly line of said Parcel of land and the westerly line of wetlands collected over during the FRONT OF RECONSTRUCTION, North 89°17'52" East, 97.75 feet to a point;

THENCE along the common line between said Phase 5 and said Phase 6, then following Tract (3) common;

1. North 25°58'10" East, 87.38 feet to a point;
2. South 43°31'05" East, 84.28 feet to a point;
3. South 05°13'05" East, 82.58 feet to a point;

THENCE North 80°29'22" East, 30.68 feet to a point;

THENCE North 30°13'15" East, 50.20 feet to a point;

THENCE along the westerly line of said Parcel herein described, the following line (2) common:

1. North 31°07'18" West, 81.00 feet to a point;
2. North 14°17'15" West, 85.00 feet to a point;

THENCE along the westerly line of said Parcel herein described, South 75°22'05" West, 288.35 feet to the POINT OF BEGINNING, CONTAINING 0.82 acres of land more or less.



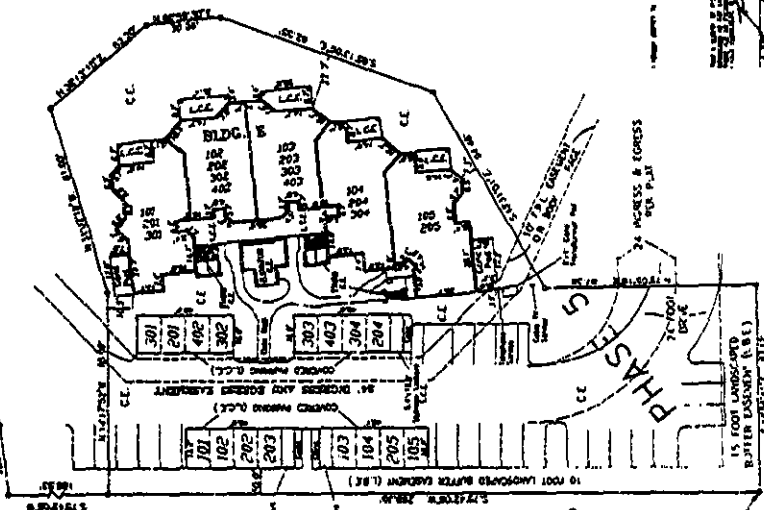
RECORD SURVEY  
SHEET 1 OF 3  
EXHIBIT B

THE CRENSHAW CONDO CORP.  
PHASE 5  
CONCORD, A CONDOMINIUM  
A TRISTAR ASSOCIATES, INC. PROJECT

PLAT BOOK 21, PAGE 76 & 80  
PLAT BOOK 21, PAGE 76 & 80  
PLAT BOOK 21, PAGE 76 & 80

P.O.C. PHASE 5

THENCE along the westerly line of said Parcel of land and the westerly line of wetlands collected over during the FRONT OF RECONSTRUCTION, North 89°17'52" East, 97.75 feet to a point;



- 1. C.C. - COMMON GROUND
- 2. L.C.C. - LIMITED COMMON ELEMENTS

ENGINEER/CONCORD CORP.  
ARCHITECT/CRENSHAW CONDO CORP.  
MANAGING BANK OF FLORIDA  
INSURANCE BANK OF FLORIDA

DATE: JAN 1, 1988

P.O.B. PHASE 5

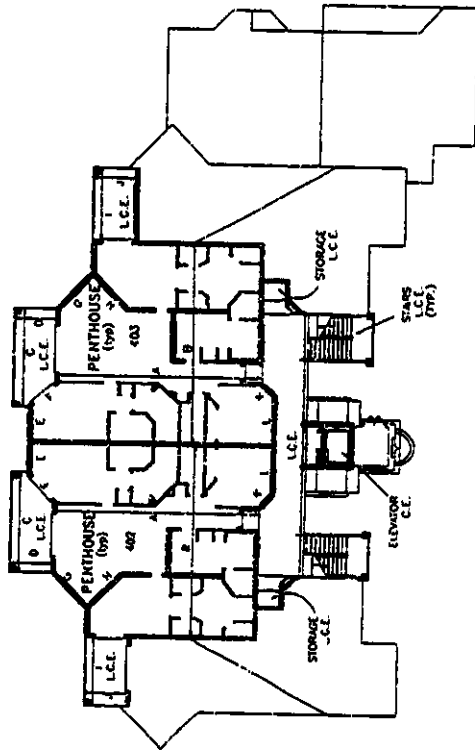
ASPER ENGINEERING  
1500 W. 10TH STREET  
MILWAUKEE, WI 53233  
DATE: JAN 1, 1988



PHASE 5  
CONCORD, A CONDOMINIUM

OR: 2232 PG: 0454

- NOTES:  
 1. L.C.E. = LIMITED COMMON ELEMENT  
 2. TYP. = TYPICAL  
 3. C.E. = COMMON ELEMENT



UNIT	UNIT
A	402
B	403
C	404
D	405
E	406
F	407
G	408
H	409
I	410
J	411
K	412
L	413
M	414
N	415
O	416
P	417
Q	418
R	419
S	420

UNIT	FINISH	FINISH	FINISH	FINISH	FINISH	FINISH	FINISH
UNIT 402	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"
UNIT 403	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"	47' 00"



RECORD SURVEY SHEET 3 OF 3 EXHIBIT B

FOR ENGINEER APPROVAL ONLY

PHASE 5  
CONCORD, A CONDOMINIUM

A. TRIGO & ASSOCIATES, INC.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 2000-001481-1  
1226 PLEASANT STREET, SUITE 100  
SAN JOSE, CALIFORNIA 95128  
TEL: (415) 281-1111 FAX: (415) 281-1112

DATE: 05/11/00

SCALE: AS SHOWN

PROJECT NO.: 00-0000-001481-1

DATE: 05/11/00

BY: [Signature]

DATE: 05/11/00

DATE: 05/11/00

A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

(941) 594-8448  
FAX (941) 594-0554

SURVEYORS CERTIFICATE

As to Phase 5, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

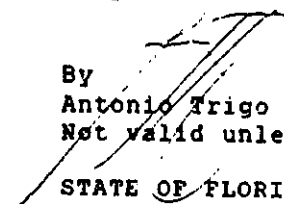
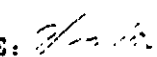
I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building E, Phase 5, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

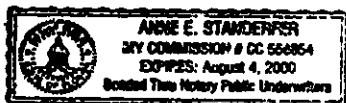
3. That the construction of the improvements to said Phase 5 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 5 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 5, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  DATE:   
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this SEPTEMBER 20, 1996 by Antonio Trigo, who is personally known to me ~~or has produced~~ as identification.



  
Signature of Notary  
NOTARY PUBLIC



JOINDER OF MORTGAGE

The undersigned Mortgagee, AMSOUTH BANK OF FLORIDA, a Florida banking corporation, (formerly CITIZENS NATIONAL BANK OF NAPLES) as holder of that certain Mortgage and Security Agreement by and between ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership, as Mortgagor, and CITIZENS NATIONAL BANK OF NAPLES, as Mortgagee, dated July 15, 1993, and recorded in O.R. Book 1846, Page 858, of the Public Records of Collier County, Florida, as modified, hereby joins in the making of the a Certificate of Amendment to the Declaration of Condominium of CONCORD AT THE VINEYARDS, submitting Phase Five.

Witnesses:

AMSOUTH BANK OF FLORIDA

Patty Lawton  
Printed Name: Patty Lawton  
Kimberly S. Best  
Printed Name: Kimberly S. Best

By: Timothy J. McKeown  
Printed Name: Timothy J. McKeown  
Title: Vice President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

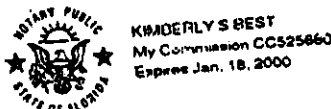
The foregoing instrument was acknowledged before me this 1st day of September, 1996, by Timothy J. McKeown as Vice President AMSOUTH BANK OF FLORIDA, on behalf of Amsouth Bank of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Kimberly S. Best  
Notary Public (Signature)

My Commission Expires:

Kimberly S. Best  
Notary Public (Printed Name)  
(Seal)

This Instrument Prepared by:  
C. PERRY PEEPLES, ESQ.  
HARTER, SECREST & EMERY  
800 Laurel Oak Drive, Suite 400  
Naples, Florida 34108  
(941) 598-4444



RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
09/24/96 at 03:44PM DWIGHT B. BROCK, CLERK  
REC FEE 33.00

Retn:  
HARTER SECRET ST AL  
PICK UP

THIS CERTIFICATE OF AMENDMENT IS BEING RERECORDED TO ADD THE LEGAL DESCRIPTION AS EXHIBIT "A" HERETO.

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM

THIS AMENDMENT made this 24th day of September, 1996, by ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting additional lands comprising Phase Five to the Condominium form of ownership and use as an addition to the Condominium, and further, to certify substantial completion of Phase Five.

WHEREAS, Section 21.8 of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to submit additional lands, and to comply with the requirements of the Condominium Act.

WHEREAS, the Plan of Development section contained on Pages 1-3 of the Declaration of Condominium contains the following statutory provisions, incorporated by reference herein, regarding Phase Five of CONCORD AT THE VINEYARDS, a Condominium:

- A. The minimum and maximum numbers and general size of units to be included in Phase Five.
- B. Each units percentage of ownership in the common elements, as each Phase is added.
- C. The recreational areas and facilities which will be owned as common elements by all unit owners and all personal property to be provided as each Phase is added.
- D. The membership vote and ownership in the Association attributable to each unit in each Phase which results from the adding of Phase Five.
- E. A statement that Time-Share estates will not be created with respect to any units in any Phase of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Section 718.403, of the Florida Statutes, Phase Five of CONCORD AT THE VINEYARDS, a Condominium, is hereby submitted to the condominium form of ownership and use as an addition to the Condominium, and the Developer hereby amends the Declaration as follows:

Best Image Available

Retn:  
HARTER SECRET ST AL  
PICK UP

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
10/04/96 at 02:01PM DWIGHT B. BROCK, CLERK

2105755 OR: 2236 PG: 0174

REC FEE 37.50

CONJUNCTION EXHIBIT(S) FILED IN CONDOMINIUM BOOK 43  
PAGE 92-94 PUBLIC RECORDS OF COLLIER COUNTY,  
DWIGHT B BROCK, CLERK  
BY: DALE CRAIG DC

1. Exhibit "A" to the Declaration is amended to add the legal description for Phase Five.

2. Exhibit "B" to the Declaration is amended by adding the revised plot plan for Phase Five attached hereto describing the units and improvements contained in Phase Five, the floor plans for Building "E" (Phase Five) and Certificate of Surveyor to reflect substantial completion of Phase Five.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD.

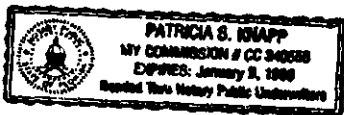
*Herminia Bienna*  
Printed Name: Herminia Bienna

By: *Grover G. Ericksen*  
Grover G. Ericksen

*Patricia S. Knapp*  
Printed Name: Patricia S. Knapp

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of September, 1996, by Grover G. Ericksen, as President of Ericksen Communities, Inc. General Partner of Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation. He is personally known to me.



(Seal)

*Patricia S. Knapp*  
Notary Public  
Printed Name: Patricia S. Knapp  
Commission Expires: \_\_\_\_\_

This Instrument Prepared By:  
C. Perry Peoples, Esq.  
HARTER, SECREST & EMERY  
800 Laurel Oak Drive,  
Suite 400  
Naples, Florida 34108-2738  
(941) 598-4444

PHASE 5  
LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS. Said Parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of CONCORD AT THE VINEYARDS, as recorded in Plat Book 21, Pages 79 and 80 of the Public Records of Collier County, Florida;

THENCE along the east line of said CONCORD, AT THE VINEYARDS, North 47°56'31" West, 185.11 feet to a point;

THENCE continuing along the east line of said CONCORD, AT THE VINEYARDS, North 31°02'18" West, 535.52 feet to a point;

THENCE continuing along the east line of said CONCORD, AT THE VINEYARDS, North 21°49'57" West, 28.27 feet to a point being the northeast corner of CONCORD, AT THE VINEYARDS;

THENCE along the north line of said CONCORD, AT THE VINEYARDS, South 75°42'08" West, 455.88 feet to a point intersecting the easterly right-of-way line of VINEYARDS BOULEVARD also being the "POINT OF BEGINNING";

THENCE along the westerly line of said Parcel of land and the easterly right-of-way line of VINEYARDS BOULEVARD, South 14°54'41" East, 87.12 feet to a point;

THENCE along the common line between said Phase 5 and said Phase 6, the following Three (3) courses:

1. North 75°05'19" East, 87.38 feet to a point;
2. South 43°31'01" East, 94.46 feet to a point;
2. South 85°13'09" East, 92.55 feet to a point;

THENCE North 69°59'30" East, 30.66 feet to a point;

THENCE North 36°13'15" East, 52.20 feet to a point;

THENCE along the easterly line of said Parcel herein described, the following Two (2) courses:

1. North 31°02'18" West, 81.00 feet to a point;
2. North 14°17'52" West, 85.06 feet to a point;

THENCE along the northerly line of said Parcel herein described, South 75°42'08" West, 269.35 feet to the "POINT OF BEGINNING";

CONTAINING 0.92 acres of land more or less.

PHASE 5  
CONCORD, A CONDOMINIUM

PHASE 5  
LEGAL DESCRIPTION

A portion of said lots 9 and 10 being part of Concord at the West-wards, said portion of said lots being more particularly described by name and bounds as follows:

COMMENCING AT THE SOUTHWEST CORNER OF CONCORD AT THE WEST-WARDS, AS SHOWN ON THE MAPS 31, 32, 33, 34, 35 AND 36 OF THE PUBLIC RECORDS OF CLATSOP COUNTY, OREGON:

THENCE along the west line of said Concord at the West-wards, North 4°52' East, 180.14 feet to a point;

THENCE continuing along the east line of said Concord at the West-wards, North 3°02'18" East, 533.31 feet to a point;

THENCE continuing along the east line of said Concord, at the West-wards, North 3°02'18" East, 203.27 feet to a point, being the northeast corner of Concord, at the West-wards;

THENCE along the north line of said Concord, at the West-wards, North 3°02'18" East, 203.27 feet to a point, being the northeast corner of Concord, at the West-wards;

THENCE along the west line of said Concord, at the West-wards, North 3°02'18" East, 180.14 feet to a point;

THENCE along the easterly line of said Parcel 3 and said Parcel 4, and the following lines (5) shown:

1. North 72°00'15" East, 87.38 feet to a point;

2. South 43°31'30" East, 84.84 feet to a point;

3. South 87°15'30" East, 92.25 feet to a point;

4. North 87°30' East, 30.84 feet to a point;

5. North 36°13'15" East, 53.20 feet to a point;

THENCE along the easterly line of said Parcel 3 and Parcel 4, and the following lines (5) shown:

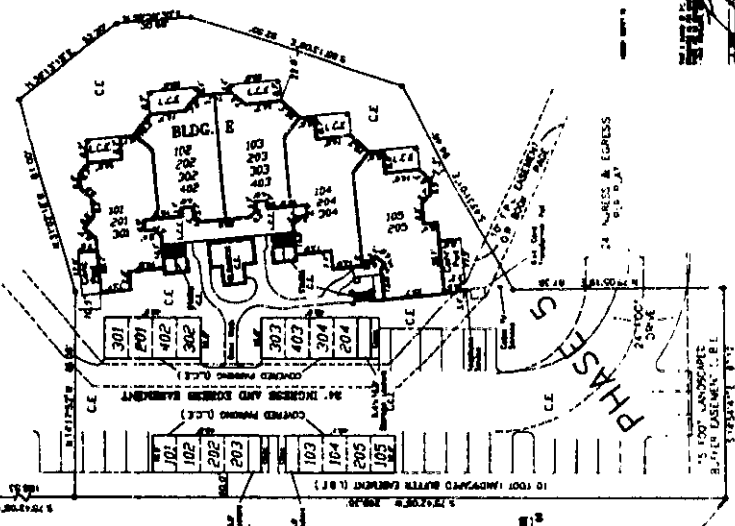
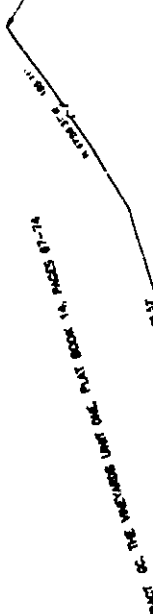
1. North 31°02' East, 81.00 feet to a point;

2. North 41°15' East, 85.00 feet to a point;

3. North 7°12'30" East, 209.35 feet to the "Point of Beginning";

CONTAINING 0.82 acres of land more or less.

P.O.C. PHASE 5



- CE • COMMON ELEMENT
- LCE • LIMITED COMMON ELEMENT

EPICISSA/CONCORD CORP  
 WALTER, SECRET & EMERY  
 ATTORNEYS AT LAW  
 ANSOUTH BANK OF WASH DC

100' LANDSCAPE  
 B-LIN EASEMENT (L.B.E.)  
 5' STREETSIDE PAVT



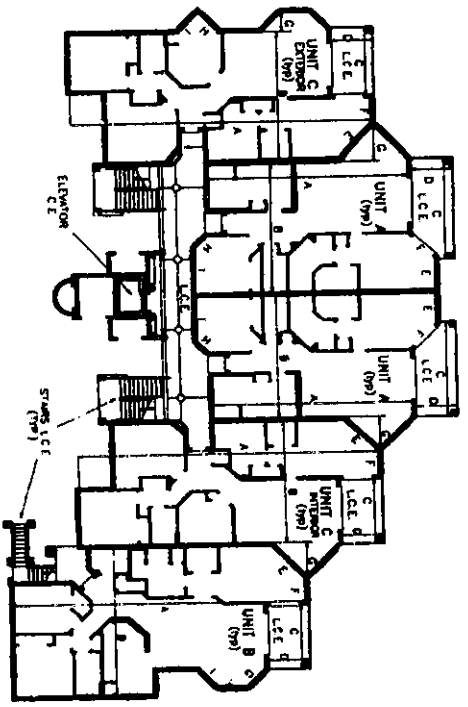
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988
FILE NO.	18-1031-0001-0001
DATE	APR 11, 1988

P.O.B. PHASE 5  
 1988 100' LANDSCAPE  
 B-LIN EASEMENT (L.B.E.)  
 5' STREETSIDE PAVT

OR: 2236 PG: 0178

CONDOMINIUM BOOK PAGE

PHASE 5  
CONCORD, A CONDOMINIUM



- 101 102 103 104 105
- 201 202 203 204 205

UNIT NO.	FINISH ROOM ELEV.	CEILING ELEV.	FLOOR FINISH ELEV.	CONCRETE ELEV.	FOUNDATION ELEV.
UNIT 101	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 102	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 103	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 104	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 105	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 201	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 202	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 203	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 204	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 205	11.0'	11.0'	10.0'	9.0'	8.0'

UNIT NO.	FINISH ROOM ELEV.	CEILING ELEV.	FLOOR FINISH ELEV.	CONCRETE ELEV.	FOUNDATION ELEV.
UNIT 101	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 102	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 103	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 104	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 105	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 201	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 202	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 203	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 204	11.0'	11.0'	10.0'	9.0'	8.0'
UNIT 205	11.0'	11.0'	10.0'	9.0'	8.0'

MODEL  
1 - UNIT COMMON ELEMENT  
2 - WALL  
3 - COMMON ELEMENT

OR: 2232 PG: 0453

RECORD SURVEY SHEET 2 OF 3

EXHIBIT B

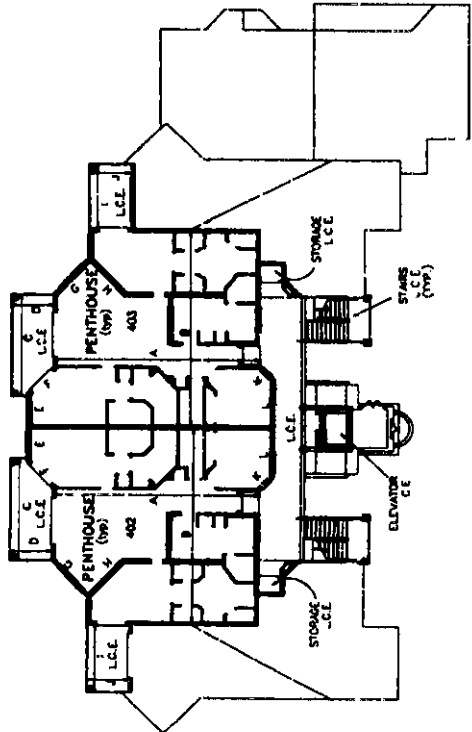
PHASE 5  
CONCORD, A CONDOMINIUM  
RECORDED & INDEXED  
1998

OR: 2236 PG: 0179

CONDOMINIUM BOOK PAGE

PHASE 5  
CONCORD, A CONDOMINIUM.

OR: 2232 PG: 0454



- NOTES:
1. L.C.E. = LIMITED COMMON ELEMENT
  2. D.L.C.E. = DEDICATED COMMON ELEMENT
  3. C.E. = COMMON ELEMENT

UNIT	NO.	SQ. FT.
A	401	41.20
B	402	38.50
C	403	38.50
D	404	26.80
E	405	6.80
F	406	6.80
G	407	7.80
H	408	10.00
I	409	13.80
J	410	13.80
K	411	6.70
L	412	3.80
M	413	3.80
N	414	8.70

FLOOR	CEILING	CEILING	CEILING
FLOOR	FLOOR	FLOOR	FLOOR
ELEV.	ELEV.	ELEV.	ELEV.
UNIT 402	1'-0"	5'-2 3/4"	6'-0 1/2"
UNIT 403	1'-0"	5'-2 3/4"	6'-0 1/2"



RECORD SURVEY SHEET 3 OF 3 EXHIBIT

REC-SIN, COS, CORP

PHASE 5  
CONCORD, A CONDOMINIUM

PREPARED BY: [Signature]

DATE: [Date]

SCALE: 1" = 10'

BY: [Signature]

DATE: [Date]

A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

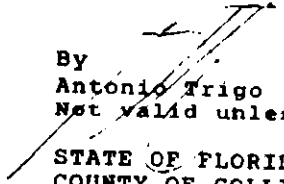
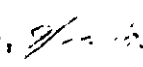
(941) 594-8448  
FAX (941) 594-0554

**SURVEYORS CERTIFICATE**  
-----

As to Phase 5, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

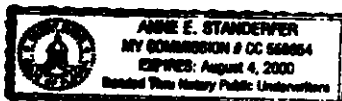
I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;
2. That this certificate is made as to Building E, Phase 5, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.
3. That the construction of the improvements to said Phase 5 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923 Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Phase 5 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 5, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  Antonio Trigo P.L.S. # 2982 DATE:   
Not valid unless embossed with Professional's seal

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this SEPTEMBER 20, 1996 by Antonio Trigo, who is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.



  
Signature of Notary  
NOTARY PUBLIC



JOINDER OF MORTGAGE

The undersigned Mortgagee, AMSOUTH BANK OF FLORIDA, a Florida banking corporation, (formerly CITIZENS NATIONAL BANK OF NAPLES) as holder of that certain Mortgage and Security Agreement by and between ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership, as Mortgagor, and CITIZENS NATIONAL BANK OF NAPLES, as Mortgagee, dated July 15, 1993, and recorded in O.R. Book 1846, Page 858, of the Public Records of Collier County, Florida, as modified, hereby joins in the making of the a Certificate of Amendment to the Declaration of Condominium of CONCORD AT THE VINEYARDS, submitting Phase Five.

Witnesses:

AMSOUTH BANK OF FLORIDA

Patty Lawton  
Printed Name: Patty Lawton

By: Timothy J. McLean

Kimberly S. Best  
Printed Name: Kimberly S. Best

Printed Name: Timothy J. McLean  
Title: Vice President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

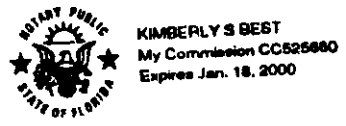
The foregoing instrument was acknowledged before me this 19 day of September, 1996, by Timothy J. McLean as Vice President AMSOUTH BANK OF FLORIDA, on behalf of Amsouth Bank of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Kimberly S. Best  
Notary Public (Signature)

My Commission Expires:

Kimberly S. Best  
Notary Public (Printed Name)  
(Seal)

This Instrument Prepared by:  
C. PERRY PEEPLES, ESQ.  
HARTER, SECREST & EMERY  
800 Laurel Oak Drive, Suite 400  
Naples, Florida 34108  
(941) 598-4444



**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 4<sup>th</sup> day of December, 1996,  
by Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD  
AT THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293,  
in the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying  
substantial completion of Phase VIII (Building "K") of said Condominium pursuant to Section  
718.104(4)(e) Florida Statutes, 1995, to include revised Plot Plans and Surveyor's Certificate  
of Substantial Completion.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to  
make amendments to the Declaration of Condominium to comply with Section 718.104(4)(e)  
Florida Statutes, 1995.

NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid  
Declaration by adding revised Plot Plan for Phase VIII (Building "K") and Certificate of  
substantial completion of a portion of Phase VIII (Building "K").

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the  
day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida  
Corporation, General Partner

By: [Signature]  
Grover G. Ericksen  
President

(Corporate Seal)

[Signature]  
Witness # 1 Signature  
Alexandra G. Brennan  
Witness # 1 Printed Name  
Patricia S. Knapp  
Witness # 2 Signature  
Patricia S. Knapp  
Witness # 2 Printed Name

CONDOMINIUM EXHIBIT(S) FILED IN CONDOMINIUM BOOK 44  
PAGE 1 PUBLIC RECORDS OF COLLIER COUNTY,  
DWIGHT E. BROCK, CLERK  
BY: [Signature]

DALE CRAIG DEPUTY CLERK

Best Image Available

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 4th day of December, 1996, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Patricia S. Knapp  
Notary Public (Signature)  
Patricia S. Knapp  
Notary Public (Printed Name)

My Commission Expires:

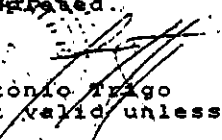
This Instrument Prepared by:  
Thomas B. Garlick, Esq.  
Harter, Secrest & Emery  
Suite 400  
800 Laurel Oak Drive  
Naples, Florida 33963

**A. TRIGO & ASSOCIATES, INC.**Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942Antonio Trigo, PLS  
President(941) 594-8448  
FAX (941) 594-0554**SURVEYORS CERTIFICATE**  
-----

As to Phase 8, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;
2. That this certificate is made as to Building K, Phase 8, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.
3. That the construction of the improvements to said Phase 8 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Phase 8 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 8, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By:  DATE: *12/12/96*  
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

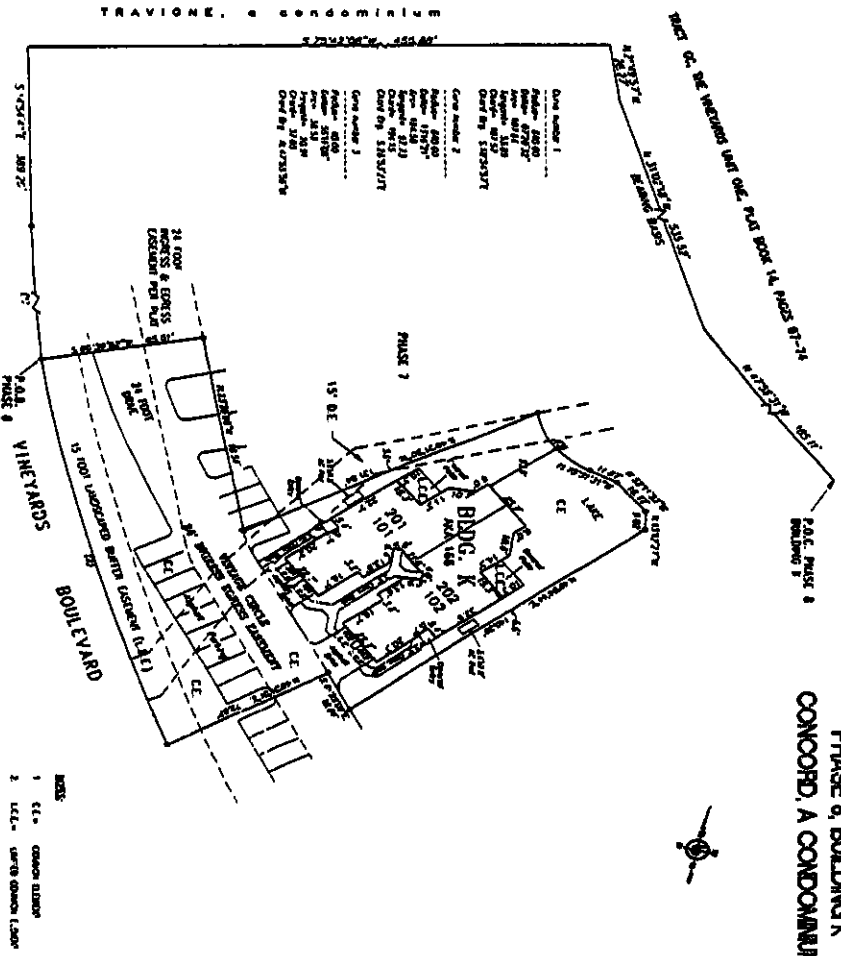
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this December 4<sup>th</sup>, 1996 by Antonio Trigo, who is personally known to me or has produced \_\_\_\_\_ as identification.



*Signature of Notary*  
Signature of Notary  
NOTARY PUBLIC

PHASE 8, BUILDING K  
CONCORD, A CONDOMINIUM



KEY:  
 1 CE - COMMON ELEMENT  
 2 LCL - LIMITED COMMON ELEMENT

Plan Number 1  
 Address: 4000  
 City: Concord, CA  
 County: Contra Costa  
 Owner: BING K  
 Over By: SUPERSTY

Plan Number 2  
 Address: 4000  
 City: Concord, CA  
 County: Contra Costa  
 Owner: BING K  
 Over By: SUPERSTY

Plan Number 3  
 Address: 4000  
 City: Concord, CA  
 County: Contra Costa  
 Owner: BING K  
 Over By: SUPERSTY

- UNIT  
 1 - 1000 S. HUNTER STREET  
 2 - 1000 S. HUNTER STREET  
 3 - 1000 S. HUNTER STREET  
 4 - 1000 S. HUNTER STREET  
 5 - 1000 S. HUNTER STREET  
 6 - 1000 S. HUNTER STREET  
 7 - 1000 S. HUNTER STREET  
 8 - 1000 S. HUNTER STREET  
 9 - 1000 S. HUNTER STREET  
 10 - 1000 S. HUNTER STREET  
 11 - 1000 S. HUNTER STREET  
 12 - 1000 S. HUNTER STREET  
 13 - 1000 S. HUNTER STREET  
 14 - 1000 S. HUNTER STREET  
 15 - 1000 S. HUNTER STREET  
 16 - 1000 S. HUNTER STREET  
 17 - 1000 S. HUNTER STREET  
 18 - 1000 S. HUNTER STREET  
 19 - 1000 S. HUNTER STREET  
 20 - 1000 S. HUNTER STREET  
 21 - 1000 S. HUNTER STREET  
 22 - 1000 S. HUNTER STREET  
 23 - 1000 S. HUNTER STREET  
 24 - 1000 S. HUNTER STREET  
 25 - 1000 S. HUNTER STREET  
 26 - 1000 S. HUNTER STREET  
 27 - 1000 S. HUNTER STREET  
 28 - 1000 S. HUNTER STREET  
 29 - 1000 S. HUNTER STREET  
 30 - 1000 S. HUNTER STREET  
 31 - 1000 S. HUNTER STREET  
 32 - 1000 S. HUNTER STREET  
 33 - 1000 S. HUNTER STREET  
 34 - 1000 S. HUNTER STREET  
 35 - 1000 S. HUNTER STREET  
 36 - 1000 S. HUNTER STREET  
 37 - 1000 S. HUNTER STREET  
 38 - 1000 S. HUNTER STREET  
 39 - 1000 S. HUNTER STREET  
 40 - 1000 S. HUNTER STREET  
 41 - 1000 S. HUNTER STREET  
 42 - 1000 S. HUNTER STREET  
 43 - 1000 S. HUNTER STREET  
 44 - 1000 S. HUNTER STREET  
 45 - 1000 S. HUNTER STREET  
 46 - 1000 S. HUNTER STREET  
 47 - 1000 S. HUNTER STREET  
 48 - 1000 S. HUNTER STREET  
 49 - 1000 S. HUNTER STREET  
 50 - 1000 S. HUNTER STREET  
 51 - 1000 S. HUNTER STREET  
 52 - 1000 S. HUNTER STREET  
 53 - 1000 S. HUNTER STREET  
 54 - 1000 S. HUNTER STREET  
 55 - 1000 S. HUNTER STREET  
 56 - 1000 S. HUNTER STREET  
 57 - 1000 S. HUNTER STREET  
 58 - 1000 S. HUNTER STREET  
 59 - 1000 S. HUNTER STREET  
 60 - 1000 S. HUNTER STREET  
 61 - 1000 S. HUNTER STREET  
 62 - 1000 S. HUNTER STREET  
 63 - 1000 S. HUNTER STREET  
 64 - 1000 S. HUNTER STREET  
 65 - 1000 S. HUNTER STREET  
 66 - 1000 S. HUNTER STREET  
 67 - 1000 S. HUNTER STREET  
 68 - 1000 S. HUNTER STREET  
 69 - 1000 S. HUNTER STREET  
 70 - 1000 S. HUNTER STREET  
 71 - 1000 S. HUNTER STREET  
 72 - 1000 S. HUNTER STREET  
 73 - 1000 S. HUNTER STREET  
 74 - 1000 S. HUNTER STREET  
 75 - 1000 S. HUNTER STREET  
 76 - 1000 S. HUNTER STREET  
 77 - 1000 S. HUNTER STREET  
 78 - 1000 S. HUNTER STREET  
 79 - 1000 S. HUNTER STREET  
 80 - 1000 S. HUNTER STREET  
 81 - 1000 S. HUNTER STREET  
 82 - 1000 S. HUNTER STREET  
 83 - 1000 S. HUNTER STREET  
 84 - 1000 S. HUNTER STREET  
 85 - 1000 S. HUNTER STREET  
 86 - 1000 S. HUNTER STREET  
 87 - 1000 S. HUNTER STREET  
 88 - 1000 S. HUNTER STREET  
 89 - 1000 S. HUNTER STREET  
 90 - 1000 S. HUNTER STREET  
 91 - 1000 S. HUNTER STREET  
 92 - 1000 S. HUNTER STREET  
 93 - 1000 S. HUNTER STREET  
 94 - 1000 S. HUNTER STREET  
 95 - 1000 S. HUNTER STREET  
 96 - 1000 S. HUNTER STREET  
 97 - 1000 S. HUNTER STREET  
 98 - 1000 S. HUNTER STREET  
 99 - 1000 S. HUNTER STREET  
 100 - 1000 S. HUNTER STREET

THOMPSON CONCORD PARTNERSHIP, INC.  
 CONCORD, CALIF. 94504  
 ATTORNEYS TITLE INSURANCE FUND INC.  
 SAN FRANCISCO, CALIF. 94111

PHASE 8, BUILDING K  
 CONCORD, A CONDOMINIUM

1. This is a plan of the building and of common elements of the building. The plan of the building and common elements is shown on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 67, and on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 68.

2. The building and common elements are shown on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 67, and on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 68.

3. The building and common elements are shown on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 67, and on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 68.

4. The building and common elements are shown on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 67, and on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 68.

5. The building and common elements are shown on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 67, and on the attached sheet of CONCORD, A CONDOMINIUM, recorded in the County of Contra Costa, California, Book 14, Page 68.

RECORD AS-BUILT SURVEY EX-891T

DATE	NO.	BY	FOR
1998 05 22	22	JA	CONCORD, A CONDOMINIUM

CONCORD, A CONDOMINIUM  
 PHASE 8, BUILDING K  
 CONCORD, A CONDOMINIUM  
 THOMPSON CONCORD PARTNERSHIP, INC.  
 CONCORD, CALIF. 94504  
 ATTORNEYS TITLE INSURANCE FUND INC.  
 SAN FRANCISCO, CALIF. 94111

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 31st day of December, 1996, by  
Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD AT  
THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293, in the  
Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting  
additional lands comprising Phase Seven (VII) to the Condominium form of ownership and use as an  
addition to the Condominium, and further, to certify substantial completion of a portion of Phase  
Seven (VII), Building "L".

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make  
amendments to the Declaration of Condominium to submit additional lands, and to comply with the  
requirements of the Condominium Act.

WHEREAS, the Plan of Development section contained on Pages 1-3 of the Declaration of  
Condominium contains the following statutory provisions, incorporated by reference herein, regarding  
Phase Seven (VII) of CONCORD AT THE VINEYARDS, a Condominium.

- A. The minimum and maximum numbers and general size of units to be included in Phase Seven (VII).
- B. Each unit's percentage of ownership in the common elements, as each Phase is added.
- C. The recreational areas and facilities which will be owned as common elements by all unit owners and all personal property to be provided as each Phase is added.
- D. The membership vote and ownership in the Association attributable to each unit in each Phase which results from the adding of Phase Seven.
- E. A statement that Time-Share estates will not be created with respect to any units in any Phase of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Section 718.403, of the Florida Statutes,  
Phase Seven (VII) of CONCORD AT THE VINEYARDS, a Condominium, is hereby submitted to  
the condominium form of ownership and use as an addition to the Condominium, and the Developer  
hereby amends the Declaration as follows:

- 1. Exhibit "A" to the Declaration is amended to add the legal description for Phase Seven (VII).
- 2. Exhibit "B" to the Declaration is amended by adding the revised plot plan for Phase Seven (VII) attached hereto describing the units and improvements contained in

2137477 OR: 2271 PG: 0791  
RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL  
01/13/97 at 01:20PM DWIGHT E. BROCK, CLERK  
RBC FEE 19.50  
Pctn: ANNIS MITCHELL ET AL  
8869 PELICAN BAY BLVD #300  
NAPLES FL 34108

Phase Seven (VII), the floor plans for Building "L" (Phase Seven) and Certificate of Surveyor to reflect substantial completion of Phase Seven.

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida Corporation, General Partner

By: [Signature]  
Grover G. Ericksen  
President

Patricia S. Knapp  
Witness # 1 Signature

Patricia S. Knapp  
Witness # 1 Printed Name

Jeannene E. O'Connell  
Witness # 2 Signature

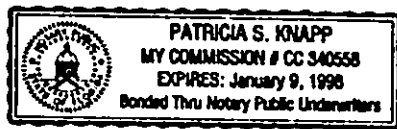
Jeannene E. O'Connell  
Witness # 2 Printed Name

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 31st day of December, 1996, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Patricia S. Knapp  
Notary Public (Signature)

Patricia S. Knapp  
Notary Public (Printed Name)

My Commission Expires:

This Instrume prepared by:  
Thomas Garlick, Esq.  
Annis, Mitchell, Cockey, Edwards & Roehn  
8889 Pelican Bay Boulevard, Suite 300  
Naples, Florida 34018  
(941) 577-7088





A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

(941) 594-8448  
FAX (941) 594-0554

SURVEYORS CERTIFICATE  
=====

As to Phase 7, of Concord at the Vineyards, a condominium,  
being part of Concord at the Vineyards, as recorded in Plat  
Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and  
State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized  
to practice in the State of Florida;

2. That this certificate is made as to Building L,  
Phase 7, Concord at the Vineyards a condominium, being part of  
Concord at the Vineyards, Plat Book 21, Pages 79 and 80,  
Collier County, Florida.

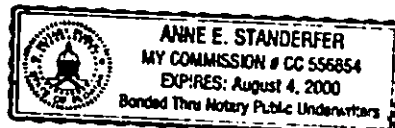
3. That the construction of the improvements to said  
Phase 7 of Concord at the Vineyards, a condominium, is  
substantially complete so that the survey and plans marked  
Exhibits B to the Declaration of Condominium for Concord at the  
Vineyards, a condominium, as recorded in O.R. Book 1923, Page  
293, Public Records of Collier County, Florida, together with  
the provisions of the Declaration describing the condominium  
property, is an accurate representation of the location and  
dimensions of the improvements, and so that the identification,  
location and dimensions of the common elements and of each Unit  
can be determined from these materials; and

4. That as to said Phase 7 of Concord at the Vineyards,  
a condominium, all planned improvements including, but not  
limited to landscaping, utility service and access to Phase 7,  
Concord at the Vineyards, a condominium and common elements  
facilities serving the building have been substantially  
completed.

By *[Signature]* DATE: *[Date]*  
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this  
*January 7*, 1997 by Antonio Trigo, who is personally  
known to me ~~or has produced~~ \_\_\_\_\_ as  
identification.



*[Signature]*  
Signature of Notary  
NOTARY PUBLIC

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
CONCORD AT THE VINEYARDS, A CONDOMINIUM**

THIS AMENDMENT made this 14 day of April, 1997, by Ericksen/Concord Partnership, Ltd., a Florida Limited Partnership.

WHEREAS, the Developer has recorded a Declaration of Condominium of CONCORD AT THE VINEYARDS, a Condominium, on March 14, 1994, in O.R. Book 1923, Page 293, in the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of certifying substantial completion of Phase VII (Building "M") of said Condominium pursuant to Section 718.104(4)(e) Florida Statutes, 1995, to include revised Plot Plans and Surveyor's Certificate of Substantial Completion.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to make amendments to the Declaration of Condominium to comply with Section 718.104(4)(e) Florida Statutes, 1995.

NOW, THEREFORE, the Developer hereby amends Exhibit "B" of the aforesaid Declaration by adding revised Plot Plan for Phase VII (Building "M") and Certificate of substantial completion of a portion of Phase VII (Building "M").

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

ERICKSEN/CONCORD PARTNERSHIP,  
LTD., a Florida Limited Partnership

By: Ericksen Communities, Inc., a Florida  
Corporation, General Partner

By: [Signature]  
Grover G. Ericksen  
President

[Signature]  
Witness # 1 Signature

SUSAN KAY SAWYER  
Witness # 1 Printed Name

[Signature]  
Witness # 2 Signature

Jeannene E. O'Connell  
Witness # 2 Printed Name

(Corporate Seal)  
**2171830 OR: 2305 PG: 2106**  
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
04/17/97 at 02:26PM BY: DALE CRAIG, CLERK  
FEE: \$15.50  
Date: APR 18 1997 BY AL  
FICE 07

INDEXED  
BOOK 1923 PAGE 293  
DATE: APR 17 1997  
BY: DALE CRAIG  
DEPUTY CLERK  
DC

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing Certificate of Amendment was acknowledged before me this 14th day of April, 1997, by Grover G. Ericksen as President of Ericksen Communities, Inc., on behalf of the corporation. He is personally known to me.

(Seal)



Shirley A. Reed  
Notary Public (Signature)

SHIRLEY A. REED  
Notary Public (Printed Name)

My Commission Expires: 04-21-99

This Instrument Prepared by:  
Thomas B. Garlick, Esq.  
Annis, Mitchell, Cockey, Edwards & Roehn, P.A.  
Suite 300  
8889 Pelican Bay Boulevard  
Naples, Florida 34108

A. TRIGO & ASSOCIATES, INC.  
Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 33942

Antonio Trigo, PLS  
President

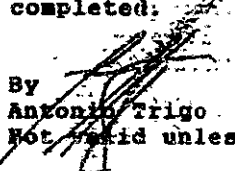
(941) 594-8448  
FAX (941) 594-0554

**SURVEYORS CERTIFICATE**  
-----

As to Phase 7, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;
2. That this certificate is made as to Building M, Phase 7, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.
3. That the construction of the improvements to said Phase 7 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and
4. That as to said Phase 7 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 7, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  DATE: *April 11, 1997*  
Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal

STATE OF FLORIDA  
COUNTY OF COLLIER

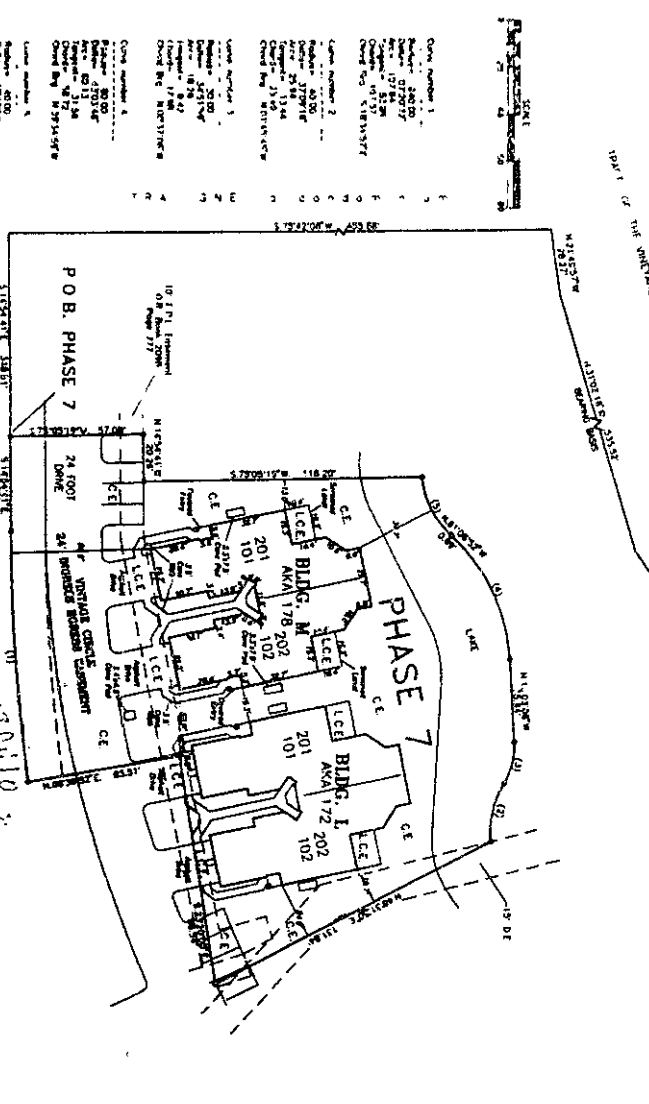
The foregoing instrument was acknowledge before me this 11, 1997 by Antonio Trigo, who is personally known to me or has produced n/a as identifier.



"OFFICIAL SEAL"  
Deborah L. Gogarty  
My Commission Expires 10/11/97  
Commission #CC 322787

*Deborah L. Gogarty*  
Signature of Notary  
NOTARY PUBLIC

PHASE 7  
CONCORD, A CONDOMINIUM  
P.O.C. PHASE 7



CONTRACT NO. 1974-1978  
OWNER: CHOKSEN/CONCORD PARTNERSHIP, LTD.  
SURVEYOR: JOHN M. COCKETT, ENGINEER & ROOFER, P.A.  
DATE: 11/15/78

ADDITIONAL NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. THE BOUNDARIES SHOWN ARE THE BOUNDARIES OF THE PHASE 7 CONDOMINIUM.  
3. THE BOUNDARIES OF THE PHASE 7 CONDOMINIUM ARE SHOWN BY A DASHED LINE.  
4. THE BOUNDARIES OF THE PHASE 7 CONDOMINIUM ARE SHOWN BY A DASHED LINE.

LEGAL DESCRIPTION

A Parcel of land lying in and being part of CONCORD AT THE VINEYARDS said parcel of land being more particularly described by reference to the plat of the subdivision of CONCORD AT THE VINEYARDS CONDOMINIUM of the subdivision of CONCORD AT THE VINEYARDS of Cook County, Florida.

1. being a corner, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
2. along a curve, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
3. along a curve, commencing to the west, where said corner is the center point of a circle of 2000 feet radius and bearing N 84° 05' 33" W, 25.45 feet to a point;
4. along a curve, commencing to the west, where said corner is the center point of a circle of 2000 feet radius and bearing N 84° 05' 33" W, 25.45 feet to a point;
5. along a curve, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
6. the following three (3) corners:

1. North 88° 29' 27" East, 63.51 feet to a point;
2. South 33° 20' 07" East, 63.51 feet to a point;
3. North 42° 31' 50" East, 131.04 feet to a point;

THENCE along the western line between said Phase 7 and said Phase 7, the following three (3) corners:

1. along a curve, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
2. along a curve, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
3. along a curve, commencing to the west, where said corner is the center point of a circle of 2000 feet radius and bearing N 84° 05' 33" W, 25.45 feet to a point;
4. along a curve, commencing to the west, where said corner is the center point of a circle of 2000 feet radius and bearing N 84° 05' 33" W, 25.45 feet to a point;
5. along a curve, commencing to the east, where said corner is the center point of a circle of 2000 feet radius and bearing S 15° 54' 27" W, 25.45 feet to a point;
6. the following three (3) corners:

THENCE along the western line of said Parcel Seven described, the following three (3) corners:

1. South 73° 05' 12" West, 118.29 feet to a point;
2. South 73° 05' 12" West, 118.29 feet to a point;
3. South 17° 05' 12" West, 591.50 feet to a point.

CONTAINING 0.76 acres of land more or less.

RECORD SURVEY

EMERSON/CONCORD CORP.  
PHASE 7  
CONCORD, A CONDOMINIUM  
A. MENDO & ASSOCIATES, INC.

Sandra Young, Deputy Clerk

Re: ANNIS MITCHELL BY AL  
PICK UP

**CERTIFICATE OF AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM OF**  
**CONCORD, A CONDOMINIUM**

THIS AMENDMENT made this 16 day of March, 1998, by  
Ericksen/Concord Partnership, Ltd., a Florida limited partnership.

WHEREAS, on March 14, 1994, the Developer recorded a Declaration of Condominium  
of CONCORD AT THE VINEYARDS, a Condominium, in O.R. Book 1923, Page 293, et  
seq., of the Public Records of Collier County, Florida.

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting  
additional lands comprising Phase Six (VI) to the Condominium form of ownership and use as  
an addition to the Condominium, and further, to certify substantial completion of Phase Six  
(VI), Buildings N and O.

WHEREAS, Section 21.8(c) of said Declaration reserves the right to the Developer to  
make amendments to the Declaration of Condominium to submit additional lands.

WHEREAS, the Plan of Development section contained on Pages 1-3 of the Declaration of  
Condominium contains the following statutory provisions, incorporated by reference herein,  
regarding Phase 6 (VI) of CONCORD AT THE VINEYARDS, a Condominium:

- A. The minimum and maximum numbers and general size of units to be included in  
Phase 6 (VI).
- B. Each unit's percentage of ownership in the common elements, as each Phase is  
added.
- C. The facilities which will be owned as common elements by all unit owners and all  
personal property to be provided as each Phase is added.
- D. The membership vote and ownership in the Association attributable to each unit in  
each Phase which results from the adding of Phase 6 (VI).
- E. A statement that Time-Share estates will not be created with respect to any units in  
any Phase of the Condominium.

NOW, THEREFORE, pursuant to the provisions of Section 718.403, of the Florida  
Statutes, Phase 6 (VI) of Concord at the Vineyards, a Condominium, is hereby submitted to

Best Image Available

the condominium form of ownership and use as an addition to the Condominium, and the Developer hereby amends the Declaration as follows:

1. Exhibit "A" is hereby amended to add the legal description for Phase 6 (VI).
2. Exhibit "B" to the Declaration is amended by adding the revised plot plan for Phase 6 (VI) attached hereto describing the units and improvements contained in Phase 6 (VI) and Certificate of Surveyor to reflect substantial completion of Phase 6 (VI).

IN WITNESS WHEREOF, the Developer has executed this Certificate of Amendment the day and year first above written.

Witnesses:

*Jackie Blumberg*  
 Printed Name: Jackie Blumberg

*Shirley A. Reed*  
 Printed Name: Shirley A. Reed

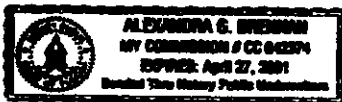
ERICKSEN/CONCORD PARTNERSHIP, LTD., a Florida limited partnership

By: Ericksen Communities, Inc., a Florida Corporation, its general partner

By: *David Ericksen*  
 David Ericksen, Vice President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of March, 1998, by David Ericksen, as Vice President of Ericksen Communities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

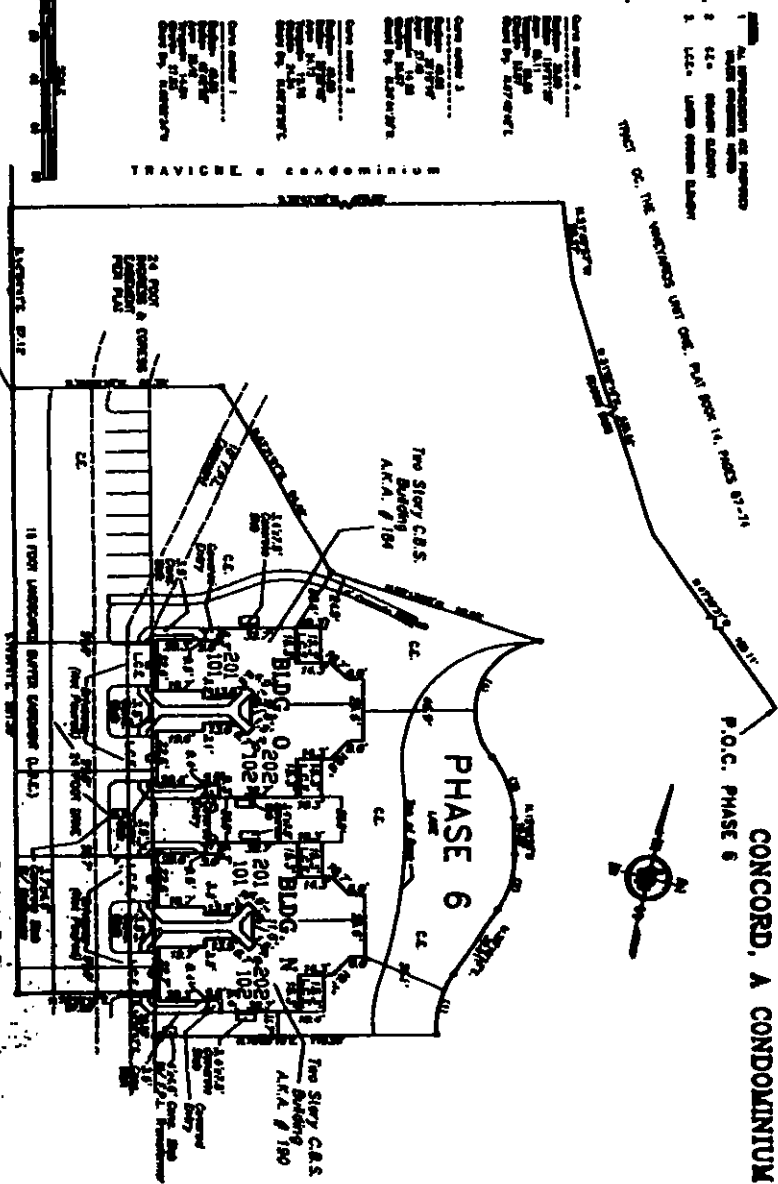


*Alexandra Bienna*  
 Notary Public  
 Printed Name: Alexandra Bienna  
 Commission Expires: 4/27/2001

This Instrument Prepared By:  
 C. Perry Peoples, Esq.  
 ANNE MITCHELL COCKRY EDWARDS & ROEHM  
 8889 Pelican Bay Blvd.  
 Suite 300  
 Naples, Florida 34108

# PHASE 6 CONCORD, A CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



PHASE 6  
 1. 10 Story Condominium Tower  
 2. 18 Floor Condominium Tower  
 3. 18 Floor Condominium Tower  
 4. 10 Story Condominium Tower  
 5. 18 Floor Condominium Tower

CONCOURSE DRIVE  
 TRAFFIC  
 BAYVIEW BLVD  
 VIN  
 VINEYARDS BOULEVARD

PHASE 6  
 1. 10 Story Condominium Tower  
 2. 18 Floor Condominium Tower  
 3. 18 Floor Condominium Tower  
 4. 10 Story Condominium Tower  
 5. 18 Floor Condominium Tower

PHASE 6  
 1. 10 Story Condominium Tower  
 2. 18 Floor Condominium Tower  
 3. 18 Floor Condominium Tower  
 4. 10 Story Condominium Tower  
 5. 18 Floor Condominium Tower



PHASE 6  
 1. 10 Story Condominium Tower  
 2. 18 Floor Condominium Tower  
 3. 18 Floor Condominium Tower  
 4. 10 Story Condominium Tower  
 5. 18 Floor Condominium Tower

PHASE 6  
 1. 10 Story Condominium Tower  
 2. 18 Floor Condominium Tower  
 3. 18 Floor Condominium Tower  
 4. 10 Story Condominium Tower  
 5. 18 Floor Condominium Tower

RECORD SURVEY

DWIGHT **B**

OWNER CONCORD, A CONDOMINIUM	PHASE 6 CONCORD, A CONDOMINIUM
PROJECT CONCORD, A CONDOMINIUM	PHASE 6 CONCORD, A CONDOMINIUM
PROJECT CONCORD, A CONDOMINIUM	PHASE 6 CONCORD, A CONDOMINIUM



**A. TRIGO & ASSOCIATES, INC.**

Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 34109

Antonio Trigo, PSM  
President

(941) 594-8448  
FAX (941) 594-0554

**SURVEYORS CERTIFICATE**  
-----

As to Phase 6, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building N, Phase 6, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Phase 6 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 6 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 6, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

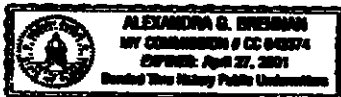
By  Antonio Trigo P.L.S. # 2982

DATE: *Mar. 22, 1998*

Not valid unless embossed with Professional's seal.

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this *20th of March*, 1998 by Antonio Trigo, who is personally known to me or has produced *N/A* as identification.



*Alexandra Brennan*  
Signature of Notary  
NOTARY PUBLIC

OR: 2401 PG: 2729

**A. TRIGO & ASSOCIATES, INC.**

Professional Land Surveyors  
2223 Trade Center Way  
Naples, Florida 34109

Antonio Trigo, PSM  
President

(941) 594-8448  
FAX (941) 594-0554

**SURVEYORS CERTIFICATE**  
\*\*\*\*\*

As to Phase 6, of Concord at the Vineyards, a condominium, being part of Concord at the Vineyards, as recorded in Plat Book 21, Pages 79 and 80, Collier County, Florida.

I, Antonio Trigo, of Naples, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this certificate is made as to Building O, Phase 6, Concord at the Vineyards a condominium, being part of Concord at the Vineyards, Plat Book 21, Pages 79 and 80, Collier County, Florida.

3. That the construction of the improvements to said Phase 6 of Concord at the Vineyards, a condominium, is substantially complete so that the survey and plans marked Exhibits B to the Declaration of Condominium for Concord at the Vineyards, a condominium, as recorded in O.R. Book 1923, Page 293, Public Records of Collier County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location and dimensions of the common elements and of each Unit can be determined from these materials; and

4. That as to said Phase 6 of Concord at the Vineyards, a condominium, all planned improvements including, but not limited to landscaping, utility service and access to Phase 6, Concord at the Vineyards, a condominium and common elements facilities serving the building have been substantially completed.

By  Antonio Trigo P.L.S. # 2982  
Not valid unless embossed with Professional's seal.

DATE Mar 20, 1998

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this March 20, 1998 by Antonio Trigo, who is personally known to me or has produced N/A as identification.



Signature of Notary  
NOTARY PUBLIC  
*Alexandra Spencer*

OR: 2/101 PG: 2/100

**JOINDER OF MORTGAGEE**

The undersigned Mortgagee, SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., a United States Banking Corporation, as holder of that certain Mortgage, Security Agreement and Assignment of Rents, by and between Ericksen/Concord Partnership, Ltd., a Florida limited partnership, as Mortgagor, and SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., as Mortgagee, dated September 6, 1995 and recorded in O.R. Book 2097, Page 1299, of the Public Records of Collier County, Florida, hereby joins in the making of a Certificate of Amendment to the Declaration of Condominium of CONCORD AT THE VINEYARDS, submitting lands comprising Phases 6 and 7. The Certificate of Amendment for Phase 7 is recorded in O.R. Book 2271, Page 791, Public Records of Collier County, Florida.

Signed, sealed and delivered in the presence of:

SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., a United States Banking Corporation

Diane Otey  
Print Name: Diane Otey

By: Frank Woodward  
Frank Woodward, Vice President

Nancy A. Constantine  
Print Name: Nancy A. Constantine

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on this day, March 12, 1998, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Frank Woodward, as Vice President of South Trust Bank of Southwest Florida, N.A., a United States Banking Corporation, on behalf of the corporation. He is personally known to me or produced the following as identification \_\_\_\_\_

My Commission Expires



Diane Otey  
Notary Public  
Diane Otey  
Printed Name of Notary Public

THIS INSTRUMENT PREPARED BY:  
C. Perry Peeples, Esquire  
Annis, Mitchell, Cockey, Edwards & Roehn  
8889 Pelican Bay Blvd., Suite 300  
Naples, Florida 34108