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NAPLES FL 33940 3060

DECLARATION
OF CONDOMINIUM

FOR

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, LTD., a Florida limited partnership, (hereinafter called the "Developer") does hereby declare as follows:

1. **General Description.** Clubside Reserve at the Vineyards, a Condominium, is located within Collier County, Florida, at 6175 Reserve Circle, Naples, Florida 33999. Clubside Reserve at the Vineyards consists of five (5) buildings, containing four (4) units each for a total of twenty (20) residential condominium units and appurtenance as described in this Declaration of Condominium.
2. **Introduction and Submission.**
 - 2.1 **The Land.** The Developer owns the fee title to certain land located in Collier County, Florida, as more particularly described in Exhibit A attached hereto (the "Land"). Developer acquired title to the Land by Warranty Deed recorded in Official Records Book 2092, Page 298, of the Public Records of Collier County, Florida.
 - 2.2 **Submission Statement.** The Developer hereby submits the Land and all improvements erected or to be erected thereon, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Land, but excluding all public and private (e.g., cable television) utility installations therein or thereon owned by the utility or entity furnishing services to the Condominium to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act, or any rules or regulations promulgated pursuant thereto, except as described herein.
 - 2.3 **Name.** The name by which this condominium is to be identified is CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM (hereinafter called the "Condominium"), with an address of 6175 Reserve Circle, Naples, Florida 33999.
3. **Definitions.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section 3, except where the context clearly indicates a different meaning:
 - 3.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
 - 3.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time, a copy of which are attached hereto as Exhibit D.
 - 3.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
 - 3.4 "Association" or "Condominium Association" means Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
 - 3.5 "Association Property" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
 - 3.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
 - 3.7 "Buildings" means the structures situated on the Condominium Property in which the Units are located.

- 3.8 "By-Laws" means the By-Laws of the Association, as they exist from time to time, a copy of which are attached hereto as Exhibit E.
- 3.9 "Common Elements" means and includes, the portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
 - (b) An easement of support in every portion of a Unit which contributes to the support of the Buildings, other Units and/or any part of the Common Elements.
 - (c) The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.
 - (d) Any other part of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 3.10 "Common Expenses" means all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association as set forth in this Declaration and the Act.
- 3.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 3.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 3.13 "Condominium Property" means the land, improvements and other personal property described in Subsection 2.1 hereof, subject to the limitations thereof and exclusions therefrom.
- 3.14 "County" means the County of Collier, State of Florida.
- 3.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 3.16 "Developer" means CLUBSIDE RESERVE AT THE VINEYARDS, LTD., a Florida limited partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis.
- 3.17 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 3.18 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any other lender generally recognized as an institutional lender, or the Developer, any of which hold a first mortgage on a Unit or Units or any of the above and any and all investors, or the successors and assigns of such investors which have loaned money to Developer to acquire, or construct improvements upon the Condominium Property and who have a mortgage lien on the Condominium Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 3.19 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

- 3.20 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owned to any other Institutional First Mortgagee.
- 3.21 "Residential Unit" means a Unit intended for residential uses.
- 3.22 "Residential Unit Owner" or "Owner of a Residential Unit" means the owner of a Condominium Parcel intended for residential uses.
- 3.23 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 3.24 "Unit Owner" or "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel intended for residential uses.
- 3.25 "Utility Service" means and is intended to include, but not limited to, electric power, gas, telephone, hot and cold water, heating, air conditioning ventilation systems, garbage and sewage disposal.
4. **Recreational Facilities.** Recreational facilities for this Condominium are shown on Exhibit B to the Declaration of Condominium.
5. **Description of Condominium.**
- 5.1 **Survey and Architectural Exhibits.** The Survey and Architectural 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, Exhibit B is in sufficient detail to identify the location, dimensions and size of each Unit and the location, dimensions and locations of improvements within 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.

- 5.2 **Identification of Units.** The Condominium Property consists of the Land (initially Phase 1) described in Exhibits A and B, attached hereto, together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Phases 1, 2, 9, 10 and 15 are identified as such on Exhibit B, Page 3. Exhibit B to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit B, attached hereto. Exhibit B consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof said Exhibit B, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 5.3 **Reservation of Right to Add Additional Phases and Description of Phases of the Condominium.** The Developer may and hereby reserves the right to develop the Condominium in up to twenty-one (21) phases, to be designated as Phases 1 through 21. Each phase has a lot designation in the plot plan located on Exhibit B. All land which may become part of the Condominium is situated in Collier County, Florida. There will be no time share estates created with respect to any of the phases that are or might be developed as part of this condominium complex.
- (a) **Initial Phases.** The initial phase of this Condominium (Phase 1) is declared and submitted to condominium pursuant to this Declaration as set forth in Section 2. Also, Phases 2, 9, 10 and 15 are also declared and submitted to condominium pursuant to this Declaration.
- (b) **Additional Phases.** Until seven (7) years after the date of the recording of this Declaration of Condominium, the Developer has and hereby reserves the right to amend this Declaration, by recording in the Public Records of the County, an amendment or amendments executed solely by the Developer submitting to the condominium form of ownership, and expanding this condominium to include, any and all of the additional phases of the Condominium legally described and graphically depicted in exhibits attached hereto, as Phases 3 through

8, 11 through 14 and 16 through 21, being sometimes herein referred to as the Additional Phases. Legal descriptions for the Additional Phases are set forth in Composite Exhibit C.

- (c) Recreational Facilities. The recreational facilities for this Condominium are proposed and will be located in Tract B depicted in Composite Exhibit B and will be submitted to condominium on or before March 31, 1996, or prior to the first conveyance of a completed unit to a purchaser, whichever occurs first.

No additional facilities will be provided by the Developer.

The Recreational Facilities shall be for the use of the Unit Owners as a Common Element of the Condominium. In the event, however, the Developer does not submit all or any portion of Phases 3 through 8, 11 through 14 and 16 through 21 to this Condominium, the Developer or its successors or assigns or the owners of those lands comprising Phases 3 through 8, 11 through 14, and 16 through 21 not submitted to this Condominium, shall be entitled to use such facilities. Developer, the other owners or their successors or assigns, shall be required to pay their proportionate share of the expenses for maintenance and operation of such facilities, including taxes. Such obligation shall only arise once Units are constructed on the property owned by the Developer or other owners described in Exhibit A herein ("Developer Property"). "Proportionate share" shall be an amount equal to the total expenses for maintenance and operation of the recreational facilities multiplied by a fraction, the numerator of which is equal to the actual number of Units constructed on the Developer Property, over the denominator, which is equal to the total number of Units constructed in this Condominium plus the total number of Units actually constructed on the Developer Property.

In the event the Developer does not submit all of the Additional Phases 3 through 8, 11 through 14, and 16 through 21 to this Condominium, the Developer, its successors or assigns, shall have the right to a nonexclusive easement for ingress and egress over and through any properties submitted to condominium hereunder for use of the roads, utilities and drainage, for the benefit of the lands lying within the boundaries of the property shown on Composite Exhibit A to the Declaration; provided, Developer, its successors and assigns, will equitably share the cost of maintenance of the easements if the rights herein reserved are exercised.

- (d) Effect on Condominium Documents. If and when any of the Additional Phases are submitted to condominium as a part of this Condominium, all definitions and provisions of this Declaration, and the Articles, By-Laws, and rules and regulations of the Association apply to all Units, Common Elements and Limited Common Elements in such Additional Phase or Phases, except for descriptions and sizes of particular Units, Common Elements and Limited Common Elements which may differ.
- (e) Amendment. An amendment to this Declaration executed by the Developer pursuant to this Subsection 5.3 is effective at the time of filing of the amendment in the Public Records of the County, and shall be effective and binding on all Unit Owners and Units within the Condominium. The joinder or consent of Unit Owners or mortgagees is not necessary for such an amendment to be effective.
- (f) No Obligation. The Developer is not obligated to declare and submit any, all or any combination of Additional Phases 3 through 8, 11 through 14, and 16 through 21, as a part of the Condominium, or to declare any one of them if it declares any other or others of them to be a part of the Condominium Property, or to add them to the Condominium, if at all, in ascending numerical order or any other particular order. The Developer has and reserves the right to develop (including as a separate condominium or condominiums) or to sell any, all or a portion of the Additional Phases 3 through 8, 11 through 14, and 16 through 21, in any manner or to any person or entity free of any restriction hereunder.
- (g) No Rights. Unit Owners in any declared Additional Phase have no rights in any other Additional Phase or Phases, unless and until an amendment pursuant to this Subsection 5.3 is recorded in the Public Records of the County with respect to any such Additional Phase(s). If the Condominium is not expanded to include any Additional Phase or Phases within the time period described in Subsection 5.3, the Unit Owners in the property which has then been submitted hereunder (which at that time would contain all of the Units of the Condominium) are entitled to one hundred percent (100%) ownership of all Common Elements within such property. If and when the Condominium is expanded to include Additional Phases as a part of the Condominium, the Unit Owners in Phases 1, 2, 9, 10 and 15 and the Unit Owners in each such Additional Phase or Phases will own the Common Elements within the Phase 1, 2, 9, 10 and 15 property and within such Additional Phase or Phases, as are added. The interest of each Unit Owner in the Common Elements and the

share of Common Expenses for the Unit consist of the numeral one (1) over a denominator equal to the number of Units actually submitted. If all Units are submitted, such fraction would be 1/84. Each Unit shall have one vote.

- (h) **Changes.** The Developer reserves the right to make non-material changes in the legal description of any phase.
- (i) **Similar Buildings.** Buildings and Units which may be added to the Condominium may be substantially different from the Buildings and Units in Phases 1, 2, 9, 10 and 15 of the Condominium, and from the Exhibits to the Declaration of Condominium. The buildings may vary in design, shape and structure, within the size limitations set forth herein. Any such changes, however, will not vary the Unit Owner's share in the Common Elements, surplus or expenses as determined pursuant to this Declaration. In addition, the parking space design in an Additional Phase or Phases may have to be modified to accommodate governmental requirements in effect at the time of construction thereof.
- (j) **Description of Additional Phases.** The maximum number of Units built will be eighty-four (84). Any Additional Phases built will contain the number of Units described for that Additional Phase in the Exhibits to this Declaration, and the minimum number of units built will be the twenty (20) Units in Phases 1, 2, 9, 10 and 15. Each Additional Phase will contain a minimum of four (4) units and a maximum of four (4) units. Square footage for all the units in Phases 1, 2, 9, 10 and 15 is: for first floor A-1 type units 1,753 square feet total living area, lanai 144 square feet; for second floor A-1 type units 2,212 square feet total living area, lanai 144 square feet; for first floor A-2 type units 1,753 square feet total living area, lanai 144 square feet; for second floor A-2 type units 2,232 square feet total living area, lanai 144 square feet; for first floor A-3 type units 1,753 square feet total living area, lanai 144 square feet; for second floor A-3 type units 2,232 square feet, lanai 144 square feet. The minimum square footage for each Unit in Phases 3 through 8, 11 through 14 and 16 through 21, is 1,500 and the maximum square footage for each such unit is 2,800.
- (k) **Notice.** Developer shall notify each Unit Owner by certified mail of the commencement of, or election not to add, Additional Phases.

5.4 **Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit 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:
 - (i) **Upper Boundary:** The horizontal plane of the undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.
 - (ii) **Lower Boundary:** The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.
 - (iii) **Interior Division.** Except as provided in Subsections 5.4(a)(i) and (ii) above, no part of the floor of the upper floor(s), ceiling of the lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the 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, doors, bay windows and skylights, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.

- (d) **Boundaries - Further Defined.** The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior nonboundary walls within a Unit shall be considered a boundary of the Unit.
- (e) **Exceptions and Conflicts.** In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit B, the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit B attached hereto, and in the event it shall appear that any dimension shown on Exhibit B attached hereto is erroneous, the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit B should control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit B describing the boundaries of a Unit, the language of this Declaration shall control.

5.5 **Limited Common Elements.** Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) **Patios, Balconies and Terraces.** Any patio, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Window boxes affixed to units or their Limited Common Elements shall also be Limited Common Elements thereof.
- (b) **Miscellaneous Areas, Equipment.** Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units shall be Limited Common Elements of such Unit(s).
- (c) **Garages.** There is shown on Exhibit B garages set aside for the exclusive use of each Unit and identified by a like number as the Unit to which it is associated as a Limited Common Element.
- (d) **Foyers.** Any foyer serving as direct access for the exclusive use of a second floor unit shall be a Limited Common Element of such Unit(s).
- (e) **Mortgage Provision.** Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit, together with his Limited Common Elements (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Units unless they are released from the lien of such mortgage.

5.6 **Easements.** The following easements are hereby created (in addition to any easements created under the Act):

- (a) **Support.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
- (b) **Utility and Other Services: Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, other services and drainage and water management in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, other service, or water management facilities or drainage facilities or the use of these easements. The Association or its designee shall have the irrevocable right of access to each Unit during reasonable hours to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and security systems service and drainage facilities, and

Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except as necessary to prevent damage to the Common Elements or to another Unit or Units, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit.

- (c) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
- (d) **Ingress.** A non-exclusive easement in favor of each Unit Owner and resident, their 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. None of the easements specified in this Subsection 5.6(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) **Construction: Maintenance.** The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is required to do so. Notwithstanding the foregoing, this easement shall at all times be subject to the provisions of Section 718.111(5), Florida Statutes.
- (f) **Sales Activity.** For as long as there are any unsold Units or Units leased to the Developer, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales and construction offices, to show model Units and use Units as guest suites and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.
- (g) **Additional Easements.** The Developer (as long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management 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 Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, 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, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
6. **Restraint Upon Separation and Partition of Common Elements.** The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to a Unit shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

7. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
- 7.1 Fractional Ownership and Shares. The ownership of each Unit shall include an undivided fractional interest in the Land and other Common Elements as defined in Section 718.108, Florida Statutes and an undivided fractional share of the Common Surplus. Each Unit in the Condominium shall be attributed a one-twentieth (1/20) fractional interest and share if only Phases 1, 2, 9, 10 and 15 are constructed, and a one eighty-fourth (1/84) fractional interest and share if all Additional Phases are constructed and submitted to condominium. Each Unit's fractional interest shall be a fraction the numerator of which is one (1) and the denominator of which shall be the number of Units submitted to the condominium.
- 7.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Articles and By-Laws. Each Unit Owner shall be a member of the Association. Each Unit in the Condominium shall be attributed a one-twentieth (1/20) fractional interest and share if only Phases 1, 2, 9, 10 and 15 are constructed and a one eighty-fourth (1/84) fractional interest and share if all Additional Phases are constructed and submitted to condominium.
8. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:
- 8.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors of the Association or by not less than two-thirds (2/3) of the Units in the Condominium. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:
- (a) Unit Owners in excess of 50% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association; or
 - (b) Unit Owners in excess of 66 2/3% of the Units in the Condominium.
- 8.2 By the Developer. The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles or By-Laws to correct an omission or error, or affect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The Developer reserves the right to amend this Declaration 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 FHLMC, FNMA 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"); and to amend this Declaration to modify and correct any typographical and/or scrivener's errors.
 - (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 Condominium Property.
 - (c) To conform this Declaration to the requirements of any valid statute, rule or regulation affecting the subject matter hereof; or
 - (d) For the purposes set forth and pursuant to the provisions of Section 718.104(4)(e), Florida Statutes; or
 - (e) For the purposes set forth and pursuant to the provisions of Section 718.110(5), Florida Statutes; or
 - (f) An amendment pursuant to Subsection 11.2 and Section 12 of this Declaration.
- 8.3 Execution; Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of the County.

- 8.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record owner(s) thereof, and all record owners of liens on the Unit join in the execution of the amendment and unless all the record owners of all other Units approve the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units or as otherwise required by the FHLMC or the FNMA without the consent of said Developer and mortgagees in each instance; any mortgagee consent shall not be unreasonably withheld. No amendment shall make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Fire or Other Casualty", or "Condemnation", which amendment materially affects the rights or interests of the Primary Institutional First Mortgagee, unless the Primary Institutional First Mortgagee shall join in the amendment. Such joinder shall not be unreasonably withheld. The provisions of this Subsection 8.4 may not be amended in any manner. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words to be inserted in the text shall be underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.
9. Units and Limited Common Elements. All maintenance, repairs and replacement of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.
- 9.1 Common Elements. Except to the extent (i) expressly provided to the contrary herein, (i.e., as to Limited Common Elements) or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.
- 9.2 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, are Limited Common Elements or are Common Elements other than Limited Common Elements. Where a Limited Common Element consists of a terrace (more particularly, without limitation, a balcony, court or patio, or garage), the Unit Owner who has the right to the exclusive use of said terrace, balcony, court, patio or garage shall be responsible for the maintenance, care and presentation of the paint and surface of the interior walls, including floor and ceiling within said area, if any, and the fixed and/or sliding glass door(s) and/or garage doors in or other portions of the entrance way(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.
10. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units present at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$10,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is

incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

11. Additions, Alterations or Improvements by Unit Owner. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including, but not limited to, the installation of awnings, hurricane shutters, hot tubs or trellises in balconies, terraces and patio areas, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. Notwithstanding the foregoing, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to specifications as to color, style and other factors deemed relevant by the Board. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation of construction thereof as may be required by the Association.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

12. Changes in Developer-Owned Units. Without limiting the generality of the provisions of Section 11 above, the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing.

13. Operation of the Condominium by the Association: Powers and Duties.

13.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and By-Laws (respectively, Exhibits D and E annexed hereto), as amended from time to time. In addition, the Association shall have the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements therein, or of any portion of a Unit maintained by the Association pursuant to this Declaration, or at any time as necessary, for making emergency repairs therein to prevent damage to the Common Elements or a Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at all reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) 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 Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted without the prior written consent of the Developer, while the Developer owns any Unit.

- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.
- (g) The power to charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (h) All of the powers which a corporation not-for-profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto, this Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 13.2 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by, or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Subsection 11.1 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where such insurance is not required to be obtained or maintained by the Association when the Association is compliance with Section 718.111(11) Florida Statutes, this Declaration and the Articles and By-Laws of the Association.
- 13.3 **Restraint Upon Assignment of Shares and Assets.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 13.4 **Approval or Disapproval of Matters.** Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record owners of the Unit is specifically required by this Declaration or by law.
- 13.5 **Acts of the Association.** Unless the approval or action of Units and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles, By-Laws, applicable rules and regulations, or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
14. **Determination of Common Expenses and Fixing of Assessments Therefor.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserve for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, cost of providing a bulk rate cable television service, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles, By-Laws, or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

15. Collection of Assessments.

- 15.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made.
- 15.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge of \$2.00 per day up to a maximum of \$20.00 for any sums not paid within ten (10) days of the date due. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest, and for 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 effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in like manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.
- 15.3 Developer Reserve Liability. Notwithstanding anything in the Declaration to the contrary, prior to turnover of control of the Association to Unit Owners, the Developer may vote to waive the reserves and contributions for capital improvements for the first two (2) years of operation of the Association.
- 15.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivering of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry, the Association cannot find the Unit owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection 15.4 are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 15.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 15.6 Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage pursuant to proceedings in which the Association has been properly named as a junior lienholder, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to that period of time in excess of six (6) months preceding acquisition of title as a result of the foreclosure (provided the Association has been properly named as a defendant junior lienholder) or the acceptance of such deed. In no event shall such Institutional First Mortgagee be liable for more than one percent (1%) of the original mortgage debt. Such unpaid shares of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

- 15.7 **Developer's Liability for 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 the period commencing upon the recording of this Declaration until one year after initial recording of this Declaration. During the period of time when the Developer is excused from paying its share of the Common Expenses, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected for Common Expenses from Unit Owners other than the Developer. During the Guaranty Period, the monthly assessment for each Unit, including reserves, shall not be greater than \$220.00 for one year from recording of the Declaration. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. After the expiration of the Guaranty Period, the Developer shall have the option of extending the Guaranty Period by written agreement with a majority of non-Developer Unit Owners on the same terms. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the expiration of the Guaranty Period. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. Notwithstanding anything to the contrary contained herein, capital contributions or start-up funds collected from Unit purchasers at closing may be used to reimburse Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.
- 15.8 **Certificate of Unpaid Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to their Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 15.9 **Installments.** Regular Assessments shall be collected quarterly, in advance, by the Association.
- 15.10 **Use of Common Elements.** The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.
16. **Insurance.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 16.1 **Purchase, Custody and Payment.**
- (a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) **Approval.** Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.
 - (c) **Named Insured.** The named insured shall be the Association, individually, and as agent for Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
 - (d) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
 - (e) **Copies to Mortgagees.** One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
 - (f) **Personal Property and Liability.** Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property and for their personal liability and living expenses, and for any other risks not otherwise insured in accordance herewith.

16.2 Coverage. The Association shall use its best efforts to maintain insurance covering the following:

- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance, if required by the Primary Institutional First Mortgagee, or if the Association so elects.
- (e) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, if any. Such insurance to be in an amount not less than as required by Section 718.112(2)(j), Florida Statutes.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, one or more Unit Owners, or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

16.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice of all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations) without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and shall be a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

- 16.5 **Unit Owner Coverage.** Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use, or for which they have an obligation to repair or replace.
- 16.6 **Insurance Trustee: Share of Proceeds.** All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Subsection 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.
 - (b) **Mortgages.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 16.7 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) **Expenses in Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
 - (b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
 - (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 16.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
 - (d) **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective share of the distribution.
- 16.8 **Association as Agent.** The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 16.9 **Unit Owner's Personal Coverage.** Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 16.10 **Benefit of Mortgagees.** Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 16.11 **Insurance Trustee Optional.** The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails to or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

- 16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

17. Reconstruction or Repair After Fire or Other Casualty.

- 17.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty (unless 75 % or more of the Insured Property is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interest in the Common Elements elect not to proceed with repairs or restoration and a Majority of Institutional First Mortgagees approve such election), the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to that portion of the Insured Property lying within the boundaries of the Unit), provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 17.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and the applicable building and other codes; or if not, then in accordance with the plans and specifications and the applicable building and other codes, approved by the Board of Directors of the Association and, if the damaged property which is to be altered is the Building, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units (and their respective mortgagees) the plans for which are to be altered.

- 17.3 Special Responsibility. If the damage is only to those parts of the Condominium, for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Condominium Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association are less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included

in the construction funds, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 17.3(a)(i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be distributed to Owners who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Property. All proceeds must be used to effect repairs to the Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
 - (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
 - (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.
- 17.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares the Common Elements.
- 17.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.
18. Condemnation.
- 18.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for the taking shall be deemed to be payment from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed).
 - 18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

- 18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and any special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and any special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 18 specifically provided.
- 18.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the condominium:
- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be due from the Owner of the Unit.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, 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 such mortgagee(s).
 - (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expense and Common Surplus shall be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- 18.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion and discretion of the Association), 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 made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages, in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
 - (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
 - (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing owners prior to this adjustment, but after any adjustments made necessary by Subsection 18.4(c) hereof (the "Percentage Balance"); and

- (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 18.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) **Assessments.** If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) **Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the Division of Florida Land Sales, Condominium and Mobile Homes of the Department of Business and Professional Regulation and Section 718.1255, Florida Statutes. Except as set forth in Section 718.1255(4)(c), (d) and (e), Florida Statutes, the cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

18.6 **Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

18.7 **Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is required to be approved by, and executed upon the direction of no less than three (3) Unit Owners.

19. **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

19.1 **Occupancy.** Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following person, and such person's family, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) a designee of such corporation or of such partnership, as the permanent occupant of the Unit, (iii) the fiduciary or beneficiary of such fiduciary designated as the permanent occupant of the Unit, or (iv) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be an individual lessee or sublessee and such person's family who reside with him. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and/or den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Subsection 19.1 shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse and children permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guests" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the

circumvention of the provisions and intent of this Section 19, and the Board of Directors shall enforce, and the Unit Owners shall comply, with same with due regard for such purpose.

19.2 **Children.** Children shall be permitted to reside in a Unit, subject to the provisions of Subsection 19.1, above.

19.3 **Pets.** Unit Owners or occupants of a Unit (regardless of the number of Owners or occupants for any one Unit), may maintain two (2) household pets per Unit, whose combined weight does not exceed thirty (30) pounds, or one (1) household pet in the event the pet's weight exceeds thirty (30) pounds. Household pets are limited to domestic dogs, domestic cats, or caged birds. Unit Owners or occupants of a Unit may maintain one (1) fish tank not to exceed 55 gallons, and such fish shall constitute one (1) household pet. In no event shall household pets be kept, bred, or maintained for any commercial purpose and for only as long as they do not become a nuisance or annoyance to neighbors.

Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. No pets shall be allowed in the recreation area or facilities. The Association has the right to pick up loose pets and/or report them to the proper authorities. No reptiles, amphibians or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 21 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium.

19.4 **Alterations.** Without limiting the generality of Subsection 11 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, pools, whirlpool or saunas or air-conditioning units or in any manner changing the appearance of any portion of the Building which is visible from outside, without obtaining the prior written consent of the Association (in the manner specified in Subsection 11 hereof).

19.5 **Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

19.6 **Nuisances.** No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No offensive, improper, immoral or unlawful use shall be made of the Common Element, any Unit or any other part of the Condominium Property.

19.7 **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provision of this Subsection 19.7.

19.8 **Leases.** No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws, applicable rules and regulations, or other applicable provisions of any element, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be approved for a term of less than thirty days or one (1) calendar month, whichever is less, or for a term in excess of one (1) year and no single Unit may be leased more than three (3) times in any calendar year. The Association

shall have the right to require of all tenants that they deposit in escrow with the Association a sum not in excess of one (1) month's rent which may be used by the Association to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or noncompliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall also comply with and be subject to the provisions of Section 20 hereof. This Section shall also apply to subleases and assignments and renewals of leases. No lease approved by the Association shall be amended or modified without the Association's approval. The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be changed in connection with the approval of an amendment, modification or extension of a previously approved lease.

In making its determination as to whether to approve a lessee of a Unit, the Association shall not discriminate on the grounds of race, age, gender, religion, national origin or physical or mental handicap.

- 19.9 Exterior Improvements/Landscaping. Without limiting the generality of Sections 11 and Subsection 19.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association, and the Architectural Review Committee.

None of the balconies that are contiguous to Units and designated as Limited Common Elements under the Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, or hang plants, draperies, screens or other items therefrom, without the approval of the Association.

- 19.10 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, wood, etc., will be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any location within the Unit must be submitted to and approved by the Board of Directors and also meet applicable structure requirements. Also, the installation of any Improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owner's expense. All other areas of the Unit which do not receive the approved hard and/or heavy surface floor coverings, are to receive sound absorbent, less dense floor coverings, such as carpet. No carpet of any type may be placed on the lanai, unless the lanai is enclosed. Floor coverings on balconies shall be limited to a maximum composite thickness of 1/2" and a maximum composite weight of four pounds per square foot including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors and compatible with the structural and architectural designs. The Board of Directors will have the right to specify the exact material used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

20. Selling and Mortgaging of Units. No Unit Owner other than the Developer may sell his Unit and no Unit Owner including the Developer may lease his Unit except by complying with the following provisions:

- 20.1 Approval by Association. Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase is called an "Outside Offer" and any party making such an Outside Offer is called an "Outside Offeror" and the Unit Owner to whom the outside offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, and such further information requested, the Association or its designee shall issue its certification of approval or disapproval of the Outside Offeror.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the Articles, By-Laws, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

Any purported sale of a Unit in violation of this Section shall be voidable within six (6) months at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void a conveyance. Said Unit Owner shall reimburse the Association for all expenses (including attorney's fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. Such Institutional First Mortgagees shall have the right to sell or lease Units they own without having to first offer the same for sale to the Association.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this Subsection 20.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

- 20.2 No Severance of Ownership. No part of the Common Elements or Limited Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements and Limited Common Elements.
- 20.3 Certificate of Approval. A certificate executed and acknowledged by an officer of the Association stating that the provisions of Subsection 20.1 have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any unit Owner. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time).
- 20.4 Exceptions. The provisions of Subsection 20.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 20.
- 20.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer the Unit Owner's Unit by gift, to devise said Unit by will, or to have said Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and said Unit subject to, the provisions of this Section 20.
21. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 21.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- 21.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Articles, By-Laws, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner for the sums necessary to do whatever work is required to prevent damage to the Common Elements or to a Unit or Units, to hire an attorney to make a charge against the Unit Owner for the costs of such reasonable attorney's fees incurred in requiring performance and/or compliance of the Unit Owner and to collect such charge.

- 21.3 **Fines.** In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the Articles, By-Laws, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to levy a fine against the Unit Owner. The amount of the proposed fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. No fine shall be levied prior to giving at least fourteen (14) days written notice to the Unit Owner or tenant, signed by an officer of the Association, which notice shall include: (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the association. A Committee of Unit Owners that are not members of the Board of Directors ("the Committee") shall conduct the hearing. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the proposed fine is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and shall have the opportunity to respond, 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 or the Committee. At the hearing the Committee shall ratify, reduce or eliminate the fine and shall give the Unit Owner or tenant written notice of its decision. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.
- 21.4 **Costs and Attorney's Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, the Articles, By-Laws, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (including attorney's fees on appeal).
- 21.5 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, the Articles, By-Laws, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
22. **Termination of Condominium.** The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time, as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by a Majority of the Institutional First Mortgagees. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

23. **Additional Rights of Mortgagees and Others.**
- 23.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.
- 23.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

24. **Covenant Running With the Land.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
25. **Additional Provisions.**
- 25.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by the Unit Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 25.2 **Interpretation.** The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 25.3 **Mortgagees.** Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 25.4 **Exhibits.** There is hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 25.5 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 25.6 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida
- 25.7 **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 exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 25.8 **Waiver.** No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 25.9 **Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, Articles, By-Laws, and applicable rules and regulations, are fair and reasonable in all material respects.

- 25.10 Execution of Documents: Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 25.11 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 25.12 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a manner of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 25.13 Access of Developer to Building and Units. For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, or any Units therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium or any Units for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Association or of a Unit Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.
- 25.14 Master Association. The Condominium is subject to the rules, regulations, conditions, covenants and other matters contained in the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples (hereinafter referred to as the "Master Declaration"), recorded in Official Records Book 1763, Page 1228 et seq., Public Records of Collier County, Florida, as amended. In the event of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control.
- 25.15 Signage. Notwithstanding any less restrictive provisions contained in the Master Declaration, no "For Sale", "Open House", realtor's signs or contractor's signs shall be placed by a Unit Owner on a Unit, the Limited Common Elements appurtenant thereto, or the Common Elements, until such time as control of the Association and Vineyards Community Association, Inc. has been turned over to the unit owners/homeowners. The only signage permitted within the Condominium during this time shall be signage placed by or at the direction of Vineyards Development Corporation, its successors, if any, and Vineyards Realty, Inc.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 19th day of March, 1996.

Signed, sealed and delivered
in the presence of:

CLUBSIDE RESERVE AT THE VINEYARDS, LTD., a Florida
limited partnership By Arthur L. Bateman, as President of
Clubside Reserve at the Vineyards, Inc., sole General Partner

[Handwritten Signature]
Witness #1 - Signature

[Handwritten Signature: Arthur L. Bateman]
Arthur L. Bateman, President

[Handwritten Name: Gary K. Wilson]
Witness #1 - Printed Name

[Handwritten Signature]
Witness #2 - Signature

[Handwritten Name]
Witness #2 - Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Declaration of Condominium was acknowledged before me this 19th day of March, 1996, by Arthur L. Bateman, who is personally known to me, as President of Clubside Reserve at the Vineyards, Inc., a Florida corporation, as sole General Partner of Clubside Reserve at the Vineyards, Ltd. and who did not take an oath.

(seal)

Lynda M. Mayor
Notary Public - Signature
Printed Name: Lynda M. Mayor
My Commission Expires:
Serial No.



NAPLES/40913 01

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., a national banking association and the holder of that certain Revolving Construction Loan Mortgage and Security Agreement, dated August 21, 1995, and recorded in Official Records Book 2092, Page 329, of the Public Records of Collier County, Florida, does hereby consent to the filing of the foregoing declaration in accordance with §718.104, Florida Statutes.

Signed, sealed and delivered in our presence as witnesses:

SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., a national banking association

Barbara Bennett
BARBARA BENNETT

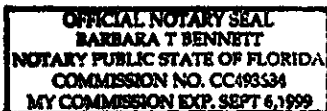
Frank N. Woodward
By: Frank N. Woodward
Its: Vice President

Thomas H. Dixon
Thomas H. Dixon

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Consent of Mortgagee to Declaration of Condominium was acknowledged before me this 19 day of MARCH, 1996, by Frank N. Woodward, as Vice President of SOUTHTRUST BANK OF SOUTHWEST FLORIDA, N.A., a national banking association, [] who is personally known to me, [] ~~or who produced a~~ as identification (notary check one), and who did not take an oath.

(seal)



Barbara T. Bennett
Notary Public - Signature
Printed Name:
My Commission Expires:
Serial No.

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

FIRST UNION NATIONAL BANK, F/K/A FIRST FIDELITY BANK, NATIONAL ASSOCIATION, and the holder, by virtue of that certain Assignment of Mortgage from VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, to FIRST FIDELITY BANK, NATIONAL ASSOCIATION, dated August 21, 1995, and recorded in Official Records Book 2092, Page 322, of the Public Records of Collier County, Florida, of that certain Mortgage, dated August 21, 1995, and recorded in Official Records Book 2092, Page 301, of the Public Records of Collier County, Florida, does hereby consent to the filing of the foregoing declaration in accordance with §718.104, Florida Statutes.

Signed, sealed and delivered in our presence as witnesses:

FIRST UNION NATIONAL BANK, F/K/A
FIRST FIDELITY BANK, NATIONAL ASSOCIATION

Chorever

[Signature]
By: GARRY J. GAY, Vice President
Its: Vice President

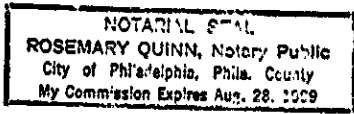
[Signature]

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing Consent of Mortgagee to Declaration of Condominium was acknowledged before me this 11 day of March, 1996, by GARRY J. GAY, as Vice President of FIRST UNION NATIONAL BANK, F/K/A FIRST FIDELITY BANK, NATIONAL ASSOCIATION, who is personally known to me, [] or who produced a [Signature] as identification (notary check one), and who did not take an oath.

(seal)

[Signature]
Notary Public - Signature:
Printed Name: Rosemary Quinn
My Commission Expires:
Serial No.



NAPLES/40912.01



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 1**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Beginning at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 140.29 feet; thence N03°27'43"E 117.80 feet; thence N82°27'13"W 77.02 feet to a point of curvature; thence 18.00 feet along the arc of a curve concave to the southwest having a radius of 88.00 feet, a central angle of 11°42'59" and a chord of 17.96 feet, bearing N88°18'43"W to a point of tangency; thence S85°49'48"W 53.88 feet to a point of curvature; thence 6.12 feet along the arc of a curve concave to the southeast having a radius of 18.00 feet, a central angle of 19°28'16" and a chord of 6.09 feet, bearing S76°05'40"W to the easterly right of way line of Vineyards Boulevard; thence S04°10'12"E 105.47 feet to the POINT OF BEGINNING.

The above describes an area of approximately 16,999 square feet or 0.39 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 33942 (941) 643-2324

Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295
NOT VALID UNLESS SIGNED
NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR
C.E.C. FILE NO. SUR\DESC\VINEYARD\95056PHS.1
DATE: 3-6-96



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 2**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 140.29 feet to the POINT OF BEGINNING; thence continue S82°46'13"E 108.38 feet; thence N03°27'43"E 117.20 feet; thence N82°27'13"W 108.42 feet; thence S03°27'43"W 117.80 feet to the POINT OF BEGINNING.

The above describes an area of approximately 12,706 square feet or 0.29 acres of land.

Subject to easements, restrictions and reservations of record.

**COASTAL ENGINEERING CONSULTANTS, INC.
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 33942 (941) 643-2324**

Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295
NOT VALID UNLESS SIGNED
NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR
DATE: 3-6-92

EXHIBIT "A", PAGE 2 OF 5



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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 9**

That part of Tract CH of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of Tract U and the easterly right of way line of Vineyards Boulevard of said subdivision run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 18°37'11" and a chord of 121.33 feet, bearing N87°55'11"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°36'58"E to a point of reverse curvature; thence 341.15 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 78°11'13" and a chord of 315.29 feet, bearing N51°31'42"E to a point of tangency; thence N12°26'06"E 121.45 feet to a point of curvature; thence 43.74 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet, a central angle of 125°18'31" and a chord of 35.53 feet, bearing N75°05'22"E to the POINT OF BEGINNING; thence 7.70 feet along the arc of a curve concave to the southwest having a radius of 20.00 feet, a central angle of 22°03'52" and a chord of 7.65 feet, bearing S31°13'27"E to a point of reverse curvature; thence 33.41 feet along the arc of a curve concave to the northeast having a radius of 150.00 feet, a central angle of 12°45'48" and a chord of 33.34 feet, bearing S26°34'23"E to the north line of Tract V of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of said Public Records; thence S89°12'19"E along said north line a distance of 139.15 feet; thence N00°47'41"E 75.66 feet to a point of curvature; thence 37.51 feet along the arc of a curve concave to the southwest having a radius of 28.00 feet, a central angle of 76°45'36" and a chord of 34.77 feet, bearing N37°35'07"W to a point of tangency; thence N75°57'55"W 90.25 feet to a point of curvature; thence 27.88 feet along the arc of a curve concave to the northwest having a radius of 172.00 feet, a central angle of 09°17'08" and a chord of 27.84 feet, bearing N71°19'21"W; thence S14°02'05"W 98.66 feet to the POINT OF BEGINNING.

The above describes an area of approximately 16,958 square feet or 0.39 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.



 Richard J. Ewing, V.P.
 Professional Surveyor and Mapper
 Florida Certificate No. 5295
 NOT VALID UNLESS SIGNED
 NOT VALID UNLESS SEALED WITH THE
 EMBOSSED SEAL OF THE SURVEYOR
 DATE: 3-6-92

EXHIBIT "A", PAGE 3 OF 5



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 10**


That part Tract CH of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of Tract U and the easterly right of way line of Vineyards Boulevard of said subdivision run $S82^{\circ}46'13''E$ along said southerly line a distance of 263.16 feet to a point of curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of $18^{\circ}37'11''$ and a chord of 121.33 feet, bearing $N87^{\circ}55'11''E$ to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of $12^{\circ}00'43''$ and a chord of 83.71 feet, bearing $N84^{\circ}36'58''E$ to a point of reverse curvature; thence 341.15 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of $78^{\circ}11'13''$ and a chord of 315.29 feet, bearing $N51^{\circ}31'42''E$ to a point of tangency; thence $N12^{\circ}26'06''E$ 121.45 feet to a point of curvature; thence 51.44 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet, a central angle of $147^{\circ}22'23''$ and a chord of 38.39 feet, bearing $N86^{\circ}07'17''E$ to a point of reverse curvature; thence 33.41 feet along the arc of a curve concave to the northeast having a radius of 150.00 feet, a central angle of $12^{\circ}45'48''$ and a chord of 33.34 feet, bearing $S26^{\circ}34'23''E$ to the north line of Tract V of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of said Public Records; thence $S89^{\circ}12'19''E$ along said north line a distance of 183.15 feet to the POINT OF BEGINNING; thence continue along said line $S89^{\circ}12'19''E$ 136.08 feet to the westerly line of Tract L-7 of said subdivision; thence $N06^{\circ}52'08''W$ 55.63 feet to a point of curvature; thence 60.34 feet along the arc of a curve concave to the southeast having a radius of 75.00 feet, a central angle of $46^{\circ}05'48''$ and a chord of 58.73 feet, bearing $N16^{\circ}10'46''E$; thence $N46^{\circ}56'59''W$ 15.51 feet; thence $N90^{\circ}00'00''W$ 83.21 feet; thence $N75^{\circ}57'55''W$ 107.94 feet; thence 96.46 feet along the arc of a curve concave to the southwest having a radius of 72.00 feet, a central angle of $76^{\circ}45'36''$ and a chord of 89.41 feet, bearing $S37^{\circ}35'07''E$ to a point of tangency; thence $S00^{\circ}47'41''W$ 75.66 feet to the POINT OF BEGINNING.

The above describes an area of approximately 17,050 square feet or 0.39 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE

EMBOSSSED SEAL OF THE SURVEYOR

C.E.C. FILE NO. SUR\DESC\VINEYARD\95056PHS.10

DATE: 3-6-9c

EXHIBIT "A", PAGE 4 OF 5



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 15**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet to the POINT OF BEGINNING; thence 27.23 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 20°00'00" and a chord of 27.09 feet, bearing S14°10'12"E to a point of tangency; thence S24°10'12"E 80.06 feet to a point of curvature; thence 27.76 feet along the arc of a curve concave to the northeast having a radius of 128.00 feet, a central angle of 12°25'40" and a chord of 27.71 feet, bearing S30°23'02"E; thence N53°24'08"E 32.33 feet; thence N30°29'00"E 35.85 feet; thence N65°36'29"E 48.64 feet; thence N35°14'44"E 20.44 feet; thence 21.22 feet along the arc of a curve concave to the northeast having a radius of 48.00 feet, a central angle of 25°20'03" and a chord of 21.05 feet, bearing N42°05'14"W to a point of tangency; thence N29°25'13"W 35.01 feet to a point of curvature; thence 23.22 feet along the arc of a curve concave to the northeast having a radius of 48.00 feet, a central angle of 27°43'07" and a chord of 23.00 feet, bearing N15°33'39"W; thence S74°35'48"W 120.51 feet to the POINT OF BEGINNING.

The above describes an area of approximately 13,070 square feet or 0.30 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.



 Richard J. Ewing, V.P.
 Professional Surveyor and Mapper
 Florida Certificate No. 5295
 NOT VALID UNLESS SIGNED
 NOT VALID UNLESS SEALED WITH THE
 EMBOSSED SEAL OF THE SURVEYOR
 DATE: 3-6-92

EXHIBIT "A", PAGE 5 OF 5

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

VINEYARDS BOULEVARD 120' RIGHT OF WAY

TO THE LEFT OF THIS LINE ARE THE RESERVES OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CX - CURVE DATA

STATION	BEARING	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE	CHORD	ANGLE
1	N 89° 00' 00" W	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"
2	N 89° 00' 00" W	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"
3	N 89° 00' 00" W	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"
4	N 89° 00' 00" W	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"
5	N 89° 00' 00" W	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"	100.00	90° 00' 00"

LX - COURSE DATA

LINE	DIRECTION	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH
1	WEST	N 89° 00' 00" W	100.00	EAST	N 89° 00' 00" E	100.00	EAST	N 89° 00' 00" E	100.00
2	WEST	N 89° 00' 00" W	100.00	EAST	N 89° 00' 00" E	100.00	EAST	N 89° 00' 00" E	100.00
3	WEST	N 89° 00' 00" W	100.00	EAST	N 89° 00' 00" E	100.00	EAST	N 89° 00' 00" E	100.00
4	WEST	N 89° 00' 00" W	100.00	EAST	N 89° 00' 00" E	100.00	EAST	N 89° 00' 00" E	100.00

THIS SET IS COMPLETE UNDER CONSTRUCTION. ALL DIMENSIONS ARE TO THE CENTER LINE OF THE ROAD. THE DATE OF THIS SURVEY IS _____.

TRACT L-12

BOUNDARY SURVEY

TRACT L-12

TRACT V

TRACT CH

TRACT CH

TRACT L-7

CLUBSIDE RESERVE AT THE VINEYARDS, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

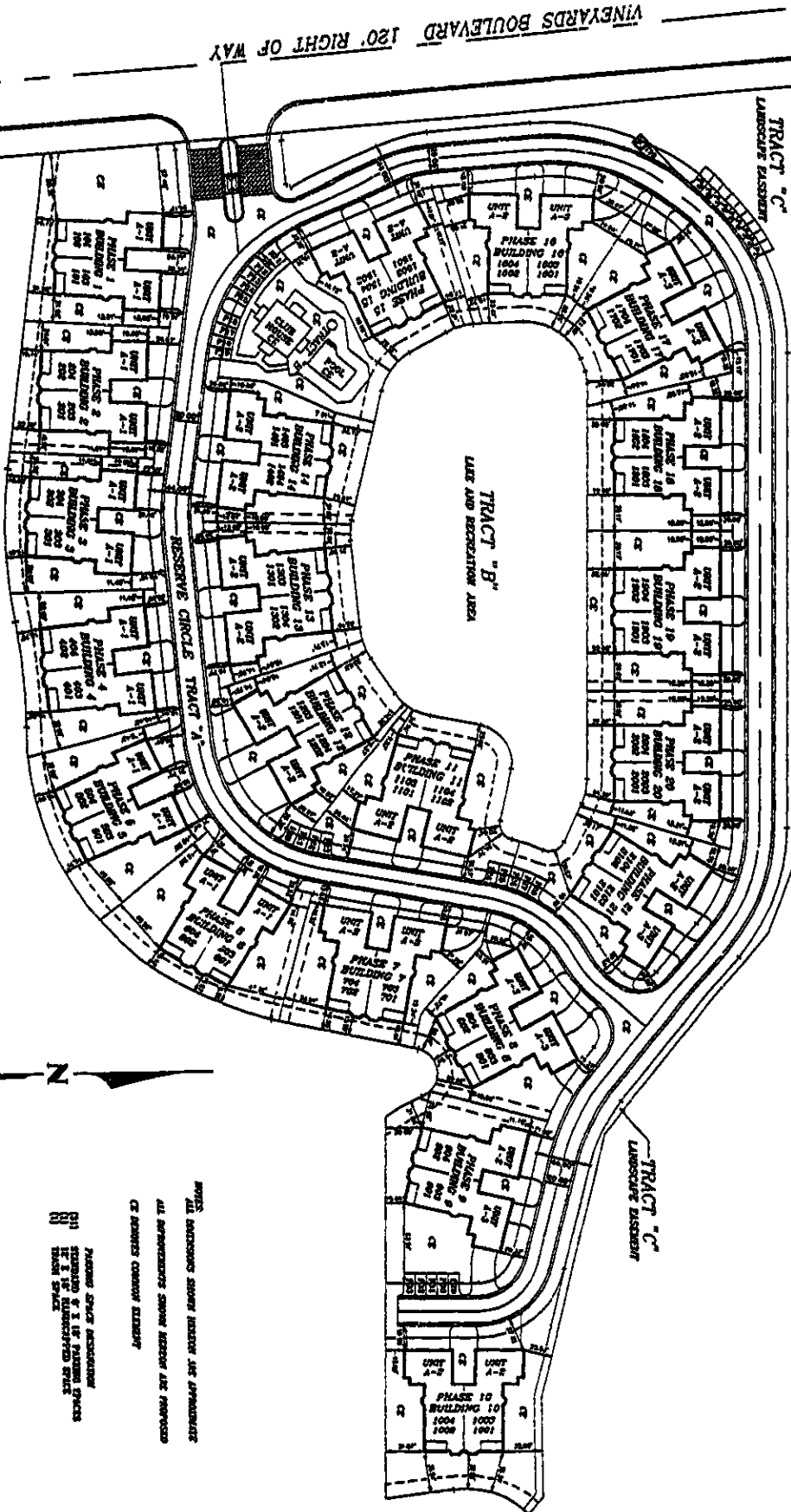
THE CLUBSIDE RESERVE AT THE VINEYARDS, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY SET APART AND RESERVED FOR THE USE OF THE CLUBSIDE RESERVE AT THE VINEYARDS. ALL DIMENSIONS ARE TO THE CENTER LINE OF THE ROAD. THE DATE OF THIS SURVEY IS _____.



CONDOMINIUM PLAT BOOK _____, PAGE _____

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



PLOT PLAN



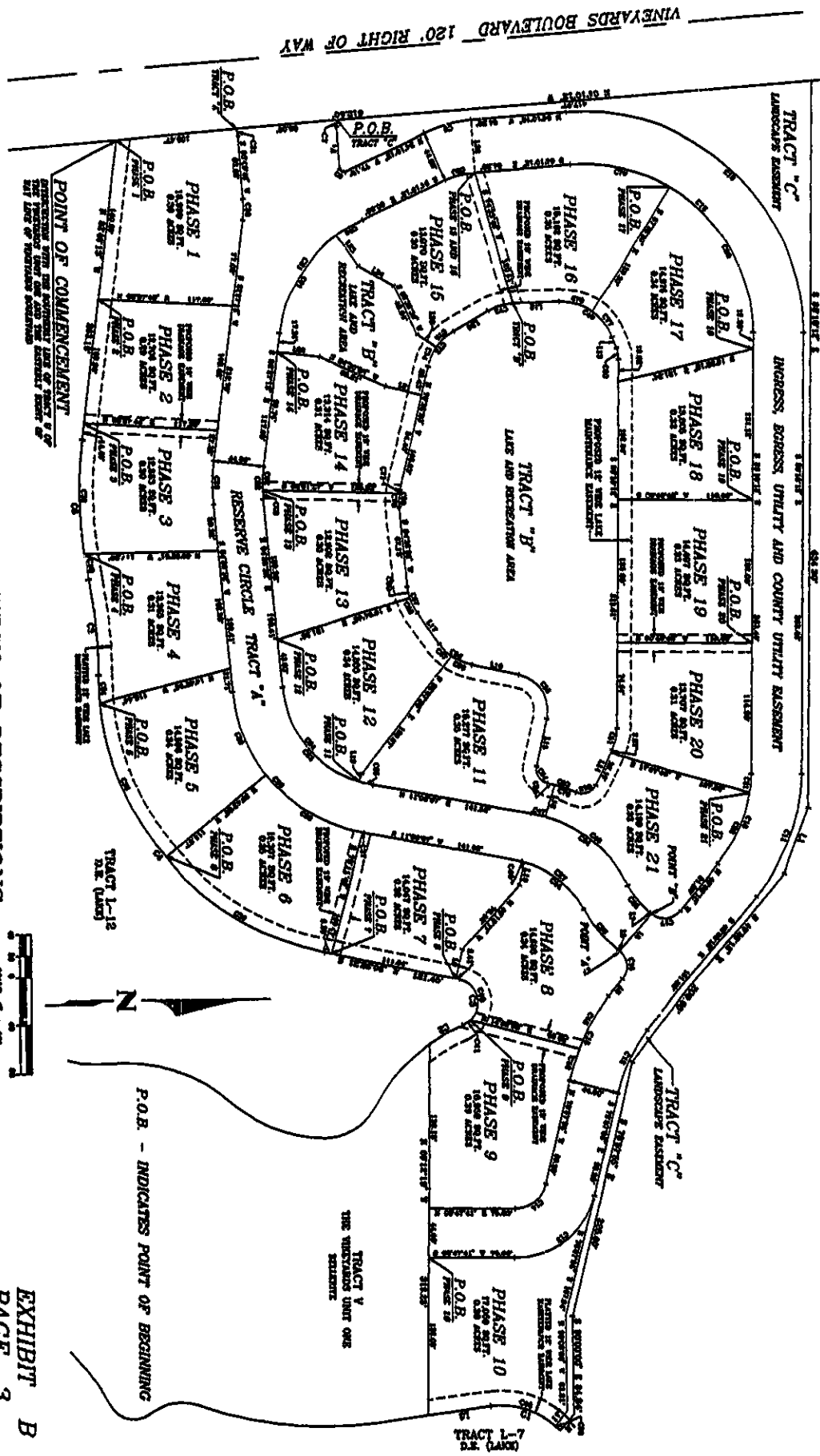
NOTES:
 1. ALL DIMENSIONS SHOWN HEREIN ARE APPROXIMATE.
 2. ALL IMPROVEMENTS SHOWN HEREIN ARE PROPOSED.
 3. DIMENSIONS CONFORM ELEMENT.
 4. PARKING SPACES INDICATED BY 'P' ARE TO BE PROVIDED BY THE DEVELOPER.
 5. ALL DIMENSIONS SHOWN ARE APPROXIMATE.

EXHIBIT B
 PAGE 2
 C.E.C. FILE NO.: 89066
 A.C.D. DIV. NO.: 89066/LOT

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK _____, PAGE _____



VINEYARDS BOULEVARD 120' RIGHT OF WAY

POINT OF COMMENCEMENT
THE POINT OF COMMENCEMENT OF THIS CONDOMINIUM IS THE POINT OF BEGINNING OF PHASE 1 AS SHOWN ON THIS PLAN.

SKETCH OF DESCRIPTIONS

P.O.B. - INDICATES POINT OF BEGINNING

TRACT V
THE VINEYARDS UNIT ONE
RESERVE

TRACT C
LANDSCAPE EASEMENT

INGRESS, EGRESS, UTILITY AND COUNTY UTILITY EASEMENT

TRACT C
LANDSCAPE EASEMENT

EXHIBIT B
PAGE 3
C.E.C. FILE NO.: 880068
ACAD. DIV. NO.: 880068BSC

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SECTION 11

THE PART OF TRACT U OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS SHOWN ON THE ATTACHED MAP OF SAID TRACT U, IS HEREBY PLatted as follows:

SECTION 11 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 12

SECTION 12 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 13

THE PART OF TRACT U OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS SHOWN ON THE ATTACHED MAP OF SAID TRACT U, IS HEREBY PLatted as follows:

SECTION 13 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 14

SECTION 14 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 15

SECTION 15 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 16

THE PART OF TRACT U OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AS SHOWN ON THE ATTACHED MAP OF SAID TRACT U, IS HEREBY PLatted as follows:

SECTION 16 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 17

SECTION 17 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

SECTION 18

SECTION 18 OF THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

DESCRIPTIONS

EXHIBIT B
PAGE 6

C-E-C FILE NO.: 99096
LOCAL DIST. NO.: 00040500

THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY PLatted as follows: [Detailed description of the unit's boundaries and area]

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

REVISION 04

THIS INSTRUMENT IS A DECLARATION OF CONDOMINIUM AS DEFINED IN SECTION 718.01(1), F.S., AND IS SUBJECT TO THE PROVISIONS OF SECTION 718.01(2), F.S. THE COMMON INTERESTS ARE THE CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. THE COMMON INTERESTS ARE DESCRIBED AS FOLLOWS:

SECTION 718.01(2), F.S. PROVIDES THAT THE DECLARATION OF CONDOMINIUM MUST SET FORTH THE NAME OF THE CONDOMINIUM, THE LOCATION OF THE CONDOMINIUM, THE NUMBER OF UNITS, THE PERCENTAGE INTEREST OF EACH UNIT, THE NAME OF THE DECLARANT, THE NAME OF THE DECLARANT'S SUCCESSORS, THE NAME OF THE DECLARANT'S HEIRS, THE NAME OF THE DECLARANT'S ESTATE, THE NAME OF THE DECLARANT'S PERSONAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S CREDITORS, THE NAME OF THE DECLARANT'S DEBTORS, THE NAME OF THE DECLARANT'S LEGAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S LEGAL COUNSEL, THE NAME OF THE DECLARANT'S ACCOUNTING FIRM, THE NAME OF THE DECLARANT'S ENGINEERING FIRM, THE NAME OF THE DECLARANT'S ARCHITECTURAL FIRM, THE NAME OF THE DECLARANT'S INTERIOR DESIGNER, THE NAME OF THE DECLARANT'S LANDSCAPE ARCHITECT, THE NAME OF THE DECLARANT'S PLANNING CONSULTANT, THE NAME OF THE DECLARANT'S ENVIRONMENTAL CONSULTANT, THE NAME OF THE DECLARANT'S HISTORIC PRESERVATION CONSULTANT, THE NAME OF THE DECLARANT'S ARCHITECTURAL HISTORIC CONSULTANT, THE NAME OF THE DECLARANT'S ANTIQUE APPRAISER, THE NAME OF THE DECLARANT'S ART APPRAISER, THE NAME OF THE DECLARANT'S COLLECTIBLE APPRAISER, THE NAME OF THE DECLARANT'S JEWELRY APPRAISER, THE NAME OF THE DECLARANT'S FINE ART APPRAISER, THE NAME OF THE DECLARANT'S BOOK APPRAISER, THE NAME OF THE DECLARANT'S MUSIC APPRAISER, THE NAME OF THE DECLARANT'S FILM APPRAISER, THE NAME OF THE DECLARANT'S TELEVISION APPRAISER, THE NAME OF THE DECLARANT'S RECORDS APPRAISER, THE NAME OF THE DECLARANT'S PHOTOGRAPHY APPRAISER, THE NAME OF THE DECLARANT'S VIDEO APPRAISER, THE NAME OF THE DECLARANT'S AUDIO APPRAISER, THE NAME OF THE DECLARANT'S TELEVISION APPRAISER, THE NAME OF THE DECLARANT'S RECORDS APPRAISER, THE NAME OF THE DECLARANT'S PHOTOGRAPHY APPRAISER, THE NAME OF THE DECLARANT'S VIDEO APPRAISER, THE NAME OF THE DECLARANT'S AUDIO APPRAISER.

SECTION 718.01

SECTION 718.01(2), F.S. PROVIDES THAT THE DECLARATION OF CONDOMINIUM MUST SET FORTH THE NAME OF THE CONDOMINIUM, THE LOCATION OF THE CONDOMINIUM, THE NUMBER OF UNITS, THE PERCENTAGE INTEREST OF EACH UNIT, THE NAME OF THE DECLARANT, THE NAME OF THE DECLARANT'S SUCCESSORS, THE NAME OF THE DECLARANT'S HEIRS, THE NAME OF THE DECLARANT'S ESTATE, THE NAME OF THE DECLARANT'S PERSONAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S CREDITORS, THE NAME OF THE DECLARANT'S DEBTORS, THE NAME OF THE DECLARANT'S LEGAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S LEGAL COUNSEL, THE NAME OF THE DECLARANT'S ACCOUNTING FIRM, THE NAME OF THE DECLARANT'S ENGINEERING FIRM, THE NAME OF THE DECLARANT'S ARCHITECTURAL FIRM, THE NAME OF THE DECLARANT'S INTERIOR DESIGNER, THE NAME OF THE DECLARANT'S LANDSCAPE ARCHITECT, THE NAME OF THE DECLARANT'S PLANNING CONSULTANT, THE NAME OF THE DECLARANT'S ENVIRONMENTAL CONSULTANT, THE NAME OF THE DECLARANT'S HISTORIC PRESERVATION CONSULTANT, THE NAME OF THE DECLARANT'S ARCHITECTURAL HISTORIC CONSULTANT, THE NAME OF THE DECLARANT'S ANTIQUE APPRAISER, THE NAME OF THE DECLARANT'S ART APPRAISER, THE NAME OF THE DECLARANT'S COLLECTIBLE APPRAISER, THE NAME OF THE DECLARANT'S JEWELRY APPRAISER, THE NAME OF THE DECLARANT'S FINE ART APPRAISER, THE NAME OF THE DECLARANT'S BOOK APPRAISER, THE NAME OF THE DECLARANT'S MUSIC APPRAISER, THE NAME OF THE DECLARANT'S FILM APPRAISER, THE NAME OF THE DECLARANT'S TELEVISION APPRAISER, THE NAME OF THE DECLARANT'S RECORDS APPRAISER, THE NAME OF THE DECLARANT'S PHOTOGRAPHY APPRAISER, THE NAME OF THE DECLARANT'S VIDEO APPRAISER, THE NAME OF THE DECLARANT'S AUDIO APPRAISER.

SECTION 718.01

SECTION 718.01(2), F.S. PROVIDES THAT THE DECLARATION OF CONDOMINIUM MUST SET FORTH THE NAME OF THE CONDOMINIUM, THE LOCATION OF THE CONDOMINIUM, THE NUMBER OF UNITS, THE PERCENTAGE INTEREST OF EACH UNIT, THE NAME OF THE DECLARANT, THE NAME OF THE DECLARANT'S SUCCESSORS, THE NAME OF THE DECLARANT'S HEIRS, THE NAME OF THE DECLARANT'S ESTATE, THE NAME OF THE DECLARANT'S PERSONAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S CREDITORS, THE NAME OF THE DECLARANT'S DEBTORS, THE NAME OF THE DECLARANT'S LEGAL REPRESENTATIVE, THE NAME OF THE DECLARANT'S LEGAL COUNSEL, THE NAME OF THE DECLARANT'S ACCOUNTING FIRM, THE NAME OF THE DECLARANT'S ENGINEERING FIRM, THE NAME OF THE DECLARANT'S ARCHITECTURAL FIRM, THE NAME OF THE DECLARANT'S INTERIOR DESIGNER, THE NAME OF THE DECLARANT'S LANDSCAPE ARCHITECT, THE NAME OF THE DECLARANT'S PLANNING CONSULTANT, THE NAME OF THE DECLARANT'S ENVIRONMENTAL CONSULTANT, THE NAME OF THE DECLARANT'S HISTORIC PRESERVATION CONSULTANT, THE NAME OF THE DECLARANT'S ARCHITECTURAL HISTORIC CONSULTANT, THE NAME OF THE DECLARANT'S ANTIQUE APPRAISER, THE NAME OF THE DECLARANT'S ART APPRAISER, THE NAME OF THE DECLARANT'S COLLECTIBLE APPRAISER, THE NAME OF THE DECLARANT'S JEWELRY APPRAISER, THE NAME OF THE DECLARANT'S FINE ART APPRAISER, THE NAME OF THE DECLARANT'S BOOK APPRAISER, THE NAME OF THE DECLARANT'S MUSIC APPRAISER, THE NAME OF THE DECLARANT'S FILM APPRAISER, THE NAME OF THE DECLARANT'S TELEVISION APPRAISER, THE NAME OF THE DECLARANT'S RECORDS APPRAISER, THE NAME OF THE DECLARANT'S PHOTOGRAPHY APPRAISER, THE NAME OF THE DECLARANT'S VIDEO APPRAISER, THE NAME OF THE DECLARANT'S AUDIO APPRAISER.

DESCRIPTIONS

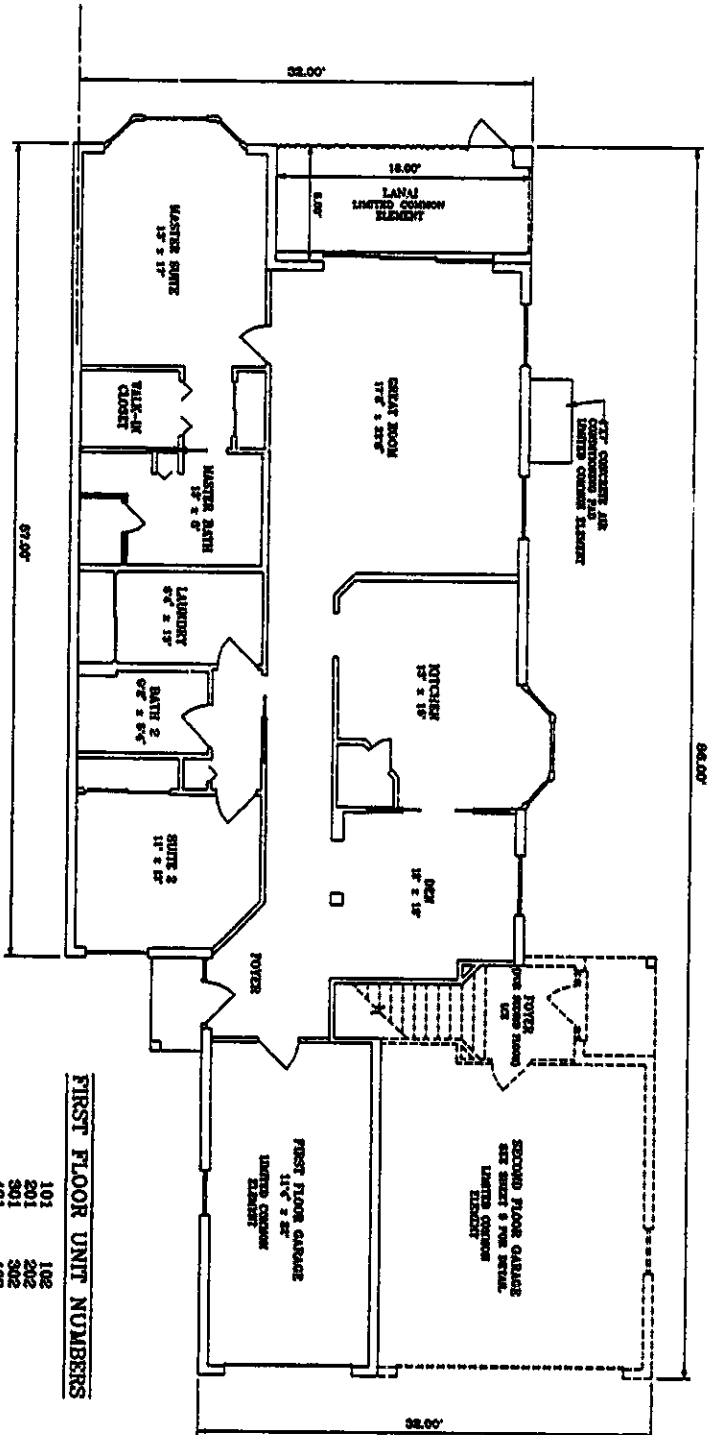
DECLARANT:
 TITLE: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____
 ZIP: _____
 TELEPHONE: _____
 FAX: _____

EXHIBIT B
 PAGE 7
 C.S.G. FILE NO.: 88006
 C.S.G. FILE NO.: 80000537

CONDOMINIUM PLAT BOOK _____, PAGE _____

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



FIRST FLOOR UNIT NUMBERS

- 101 102
- 201 202
- 301 302
- 401 402
- 501 502
- 601 602

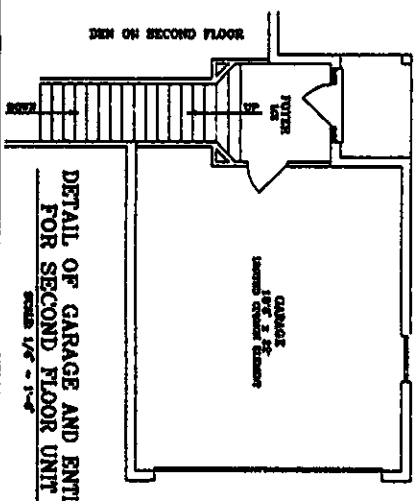
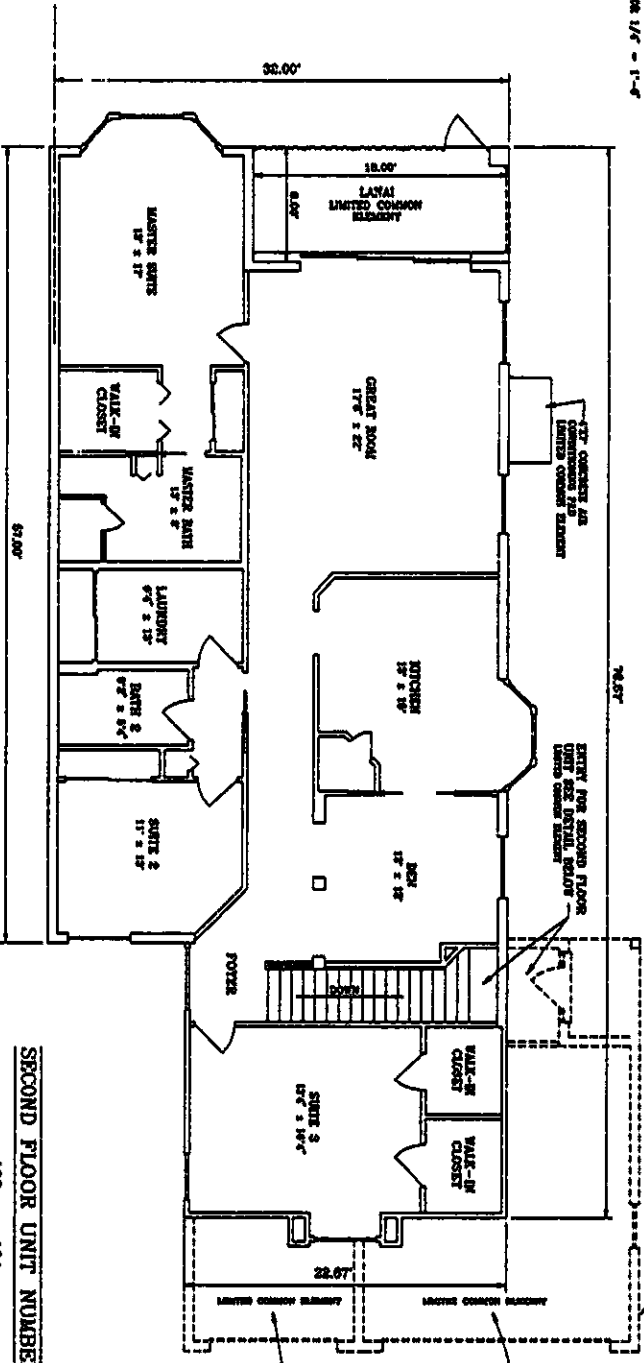
INDICATED ROOM SIZES AND APPOINTMENTS
ARE SHOWN FOR GENERAL REFERENCE
FIRST FLOOR PLAN
UNIT TYPE A-1

THE ARCHITECTURE FIRM OF
ARCHITECTS AND ENGINEERS
INCORPORATED
1000 W. PALM BEACH BLVD.
SUITE 200
PALM BEACH, FLORIDA 33480
TEL. 561-833-1111
FAX 561-833-1112

EXHIBIT B
PAGE 8
C.E.C. FILE NO.: 88088
ACAD. DIV. NO.: 8866087

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK _____ PAGE _____



SECOND FLOOR UNIT NUMBERS

- | | |
|-----|-----|
| 103 | 104 |
| 203 | 204 |
| 303 | 304 |
| 403 | 404 |
| 503 | 504 |
| 603 | 604 |

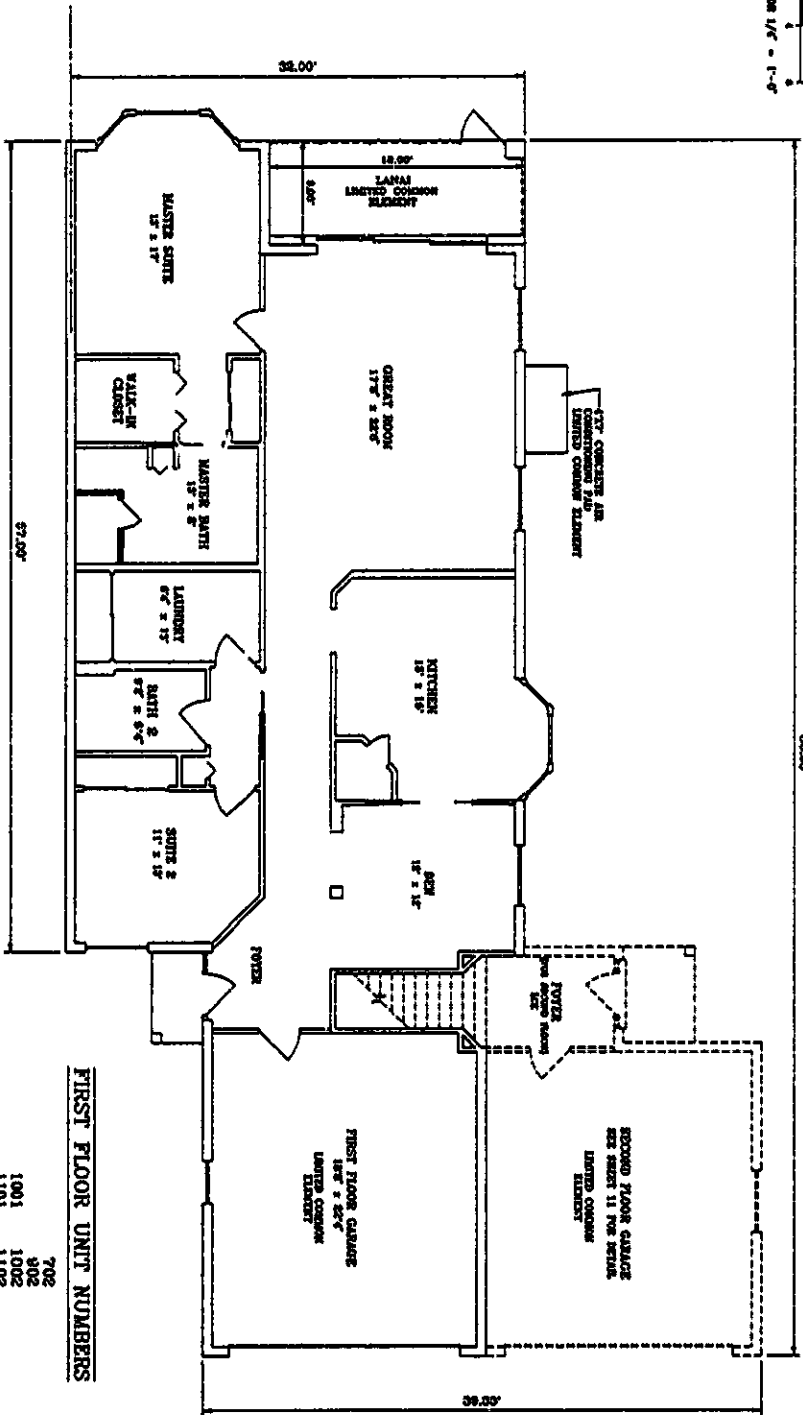
SECOND FLOOR PLAN
UNIT TYPES A-1

CONDOMINIUM PLAT BOOK NO. 14, PAGES 67 THROUGH 74
RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

04.00'



FIRST FLOOR UNIT NUMBERS

1001	702
1101	1002
1201	1102
1301	1202
1401	1302
1501	1402
1601	1502
1701	1602
1801	1702
1901	1802
2001	1902
	2002
	2102

NO DIMENSIONS SHOWN EXCEPT AS APPROXIMATE
FOR DIMENSIONS LISTED COMMON ELEMENT

FIRST FLOOR PLAN
UNIT TYPE A-2

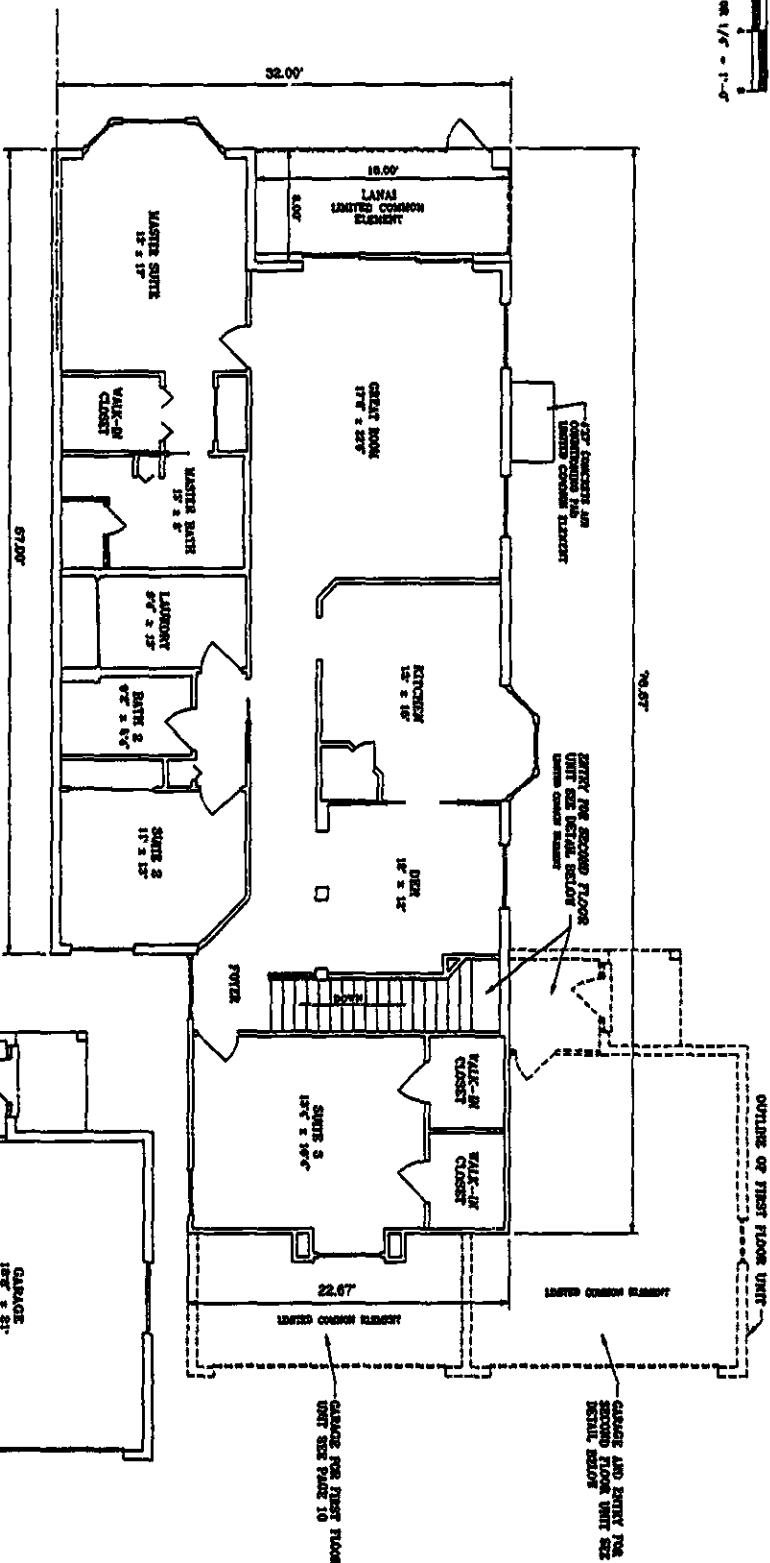
THIS INSTRUMENT BEING AN
ORIGINAL INSTRUMENT OF THE
PUBLIC RECORDS OF COLLIER COUNTY,
FLORIDA, HAS BEEN FILED FOR
RECORD IN PLAT BOOK 14, PAGES 67
THROUGH 74 OF THE PUBLIC RECORDS
OF COLLIER COUNTY, FLORIDA.

EXHIBIT B
PAGE 10
C.E.C. FILE NO.: 85906
ACAD. DRAW. NO.: 80000007

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CONDOMINIUM PLAT BOOK _____, PAGE _____

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT G1 OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



SECOND FLOOR UNIT NUMBERS

1003	704
1004	804
1103	1104
1203	1204
1303	1304
1403	1404
1503	1504
1603	1604
1703	1804
1803	1904
1903	2004
2003	2104

CONDOMINIUM RESERVE RESERVATION AND AFFIRMATION
 USE RESERVATION SHEET FOR UNIT NUMBER

SECOND FLOOR PLAN UNIT TYPE A-2

VIEW OF SECOND FLOOR

DETAIL OF GARAGE AND ENTRY FOR SECOND FLOOR UNIT

SCALE: 1/4" = 1'-0"

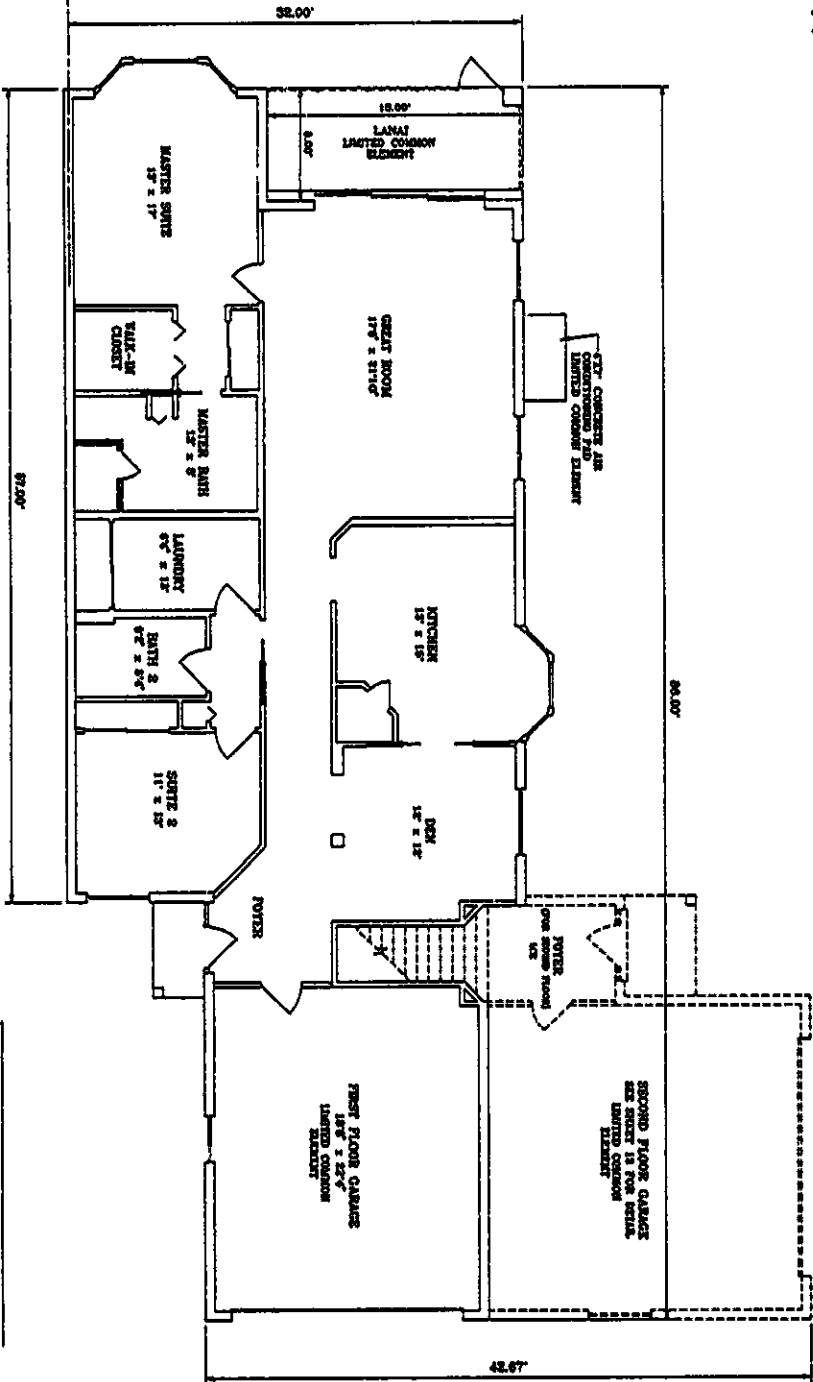
EXHIBIT B
 PAGE 11

CAC FILE NO.: 99094
 CAD DWG. NO.: 606909T

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK _____, PAGE _____



FIRST FLOOR UNIT NUMBERS

- 701 802
- 801 1701
- 1601 1702
- 2101

INTERIOR SPACE MEASUREMENTS ARE APPROXIMATE
 1/2" DIMENSIONS LIMITED COMMON ELEMENT

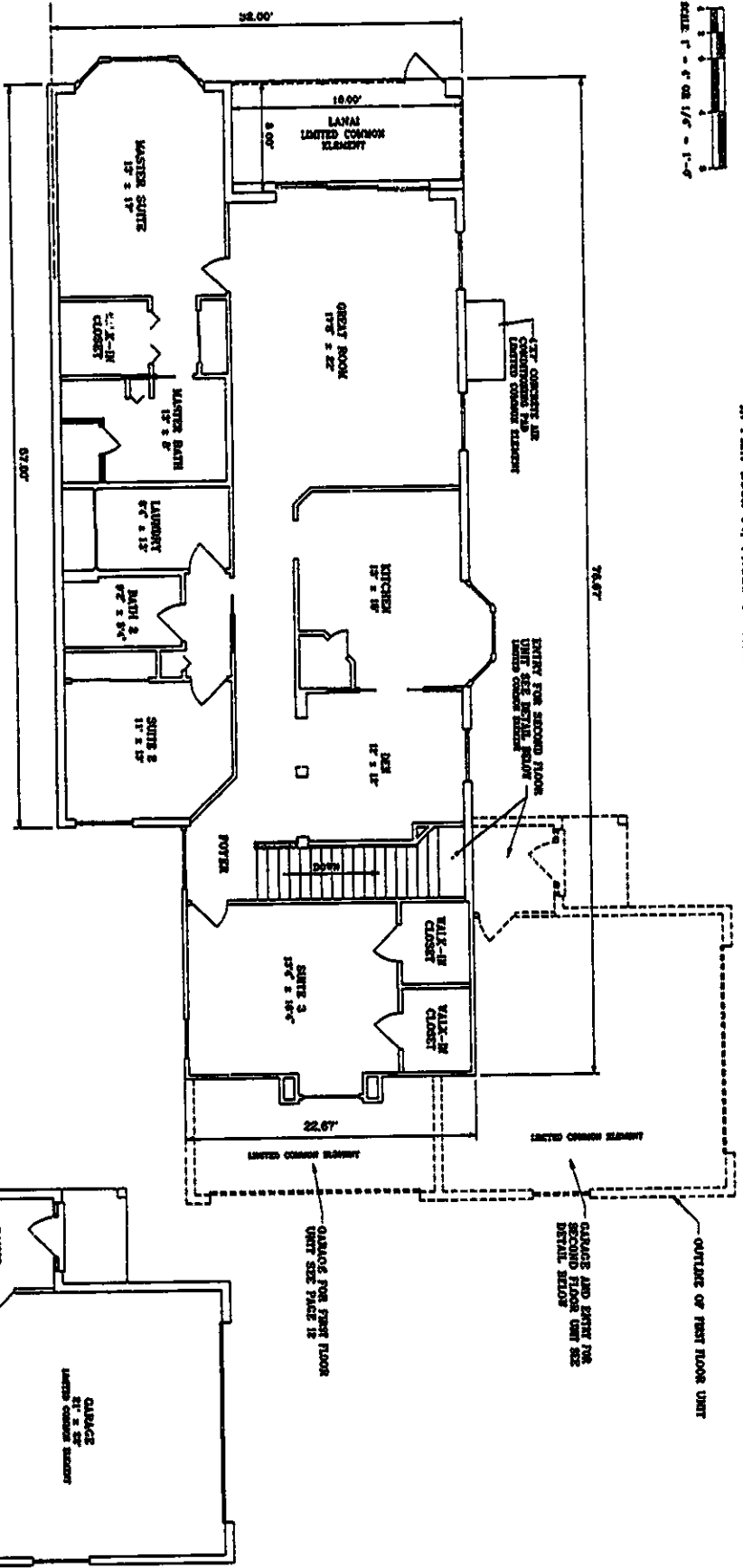
FIRST FLOOR PLAN
UNIT TYPE A-3

THIS FLOOR 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.

EXHIBIT B
PAGE 12
 C.E.C. FILE NO.: 85006
 ACAD. DIV. NO.: 60660007

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



SECOND FLOOR UNIT NUMBERS

703	804
803	
1603	1704
2103	

SECOND FLOOR PLAN
UNIT TYPE A-3

EXHIBIT B
C.E.C. FILE NO.: 88004
ACAD. DRG. NO.: 00800101

DETAIL OF GARAGE AND ENTRY FOR SECOND FLOOR UNIT

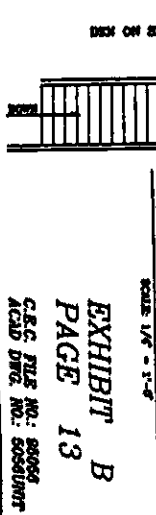
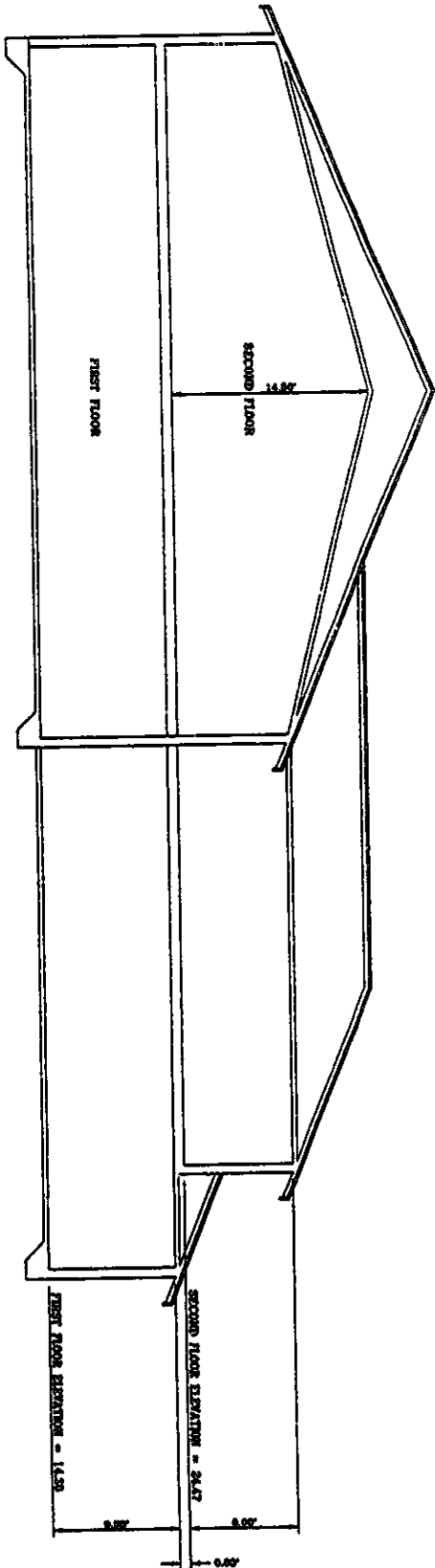


EXHIBIT B
PAGE 13
C.E.C. FILE NO.: 88004
ACAD. DRG. NO.: 00800101

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT Q1 OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



CONDOMINIUM RESERVE ARE APPROXIMATE

LONGITUDINAL SECTION

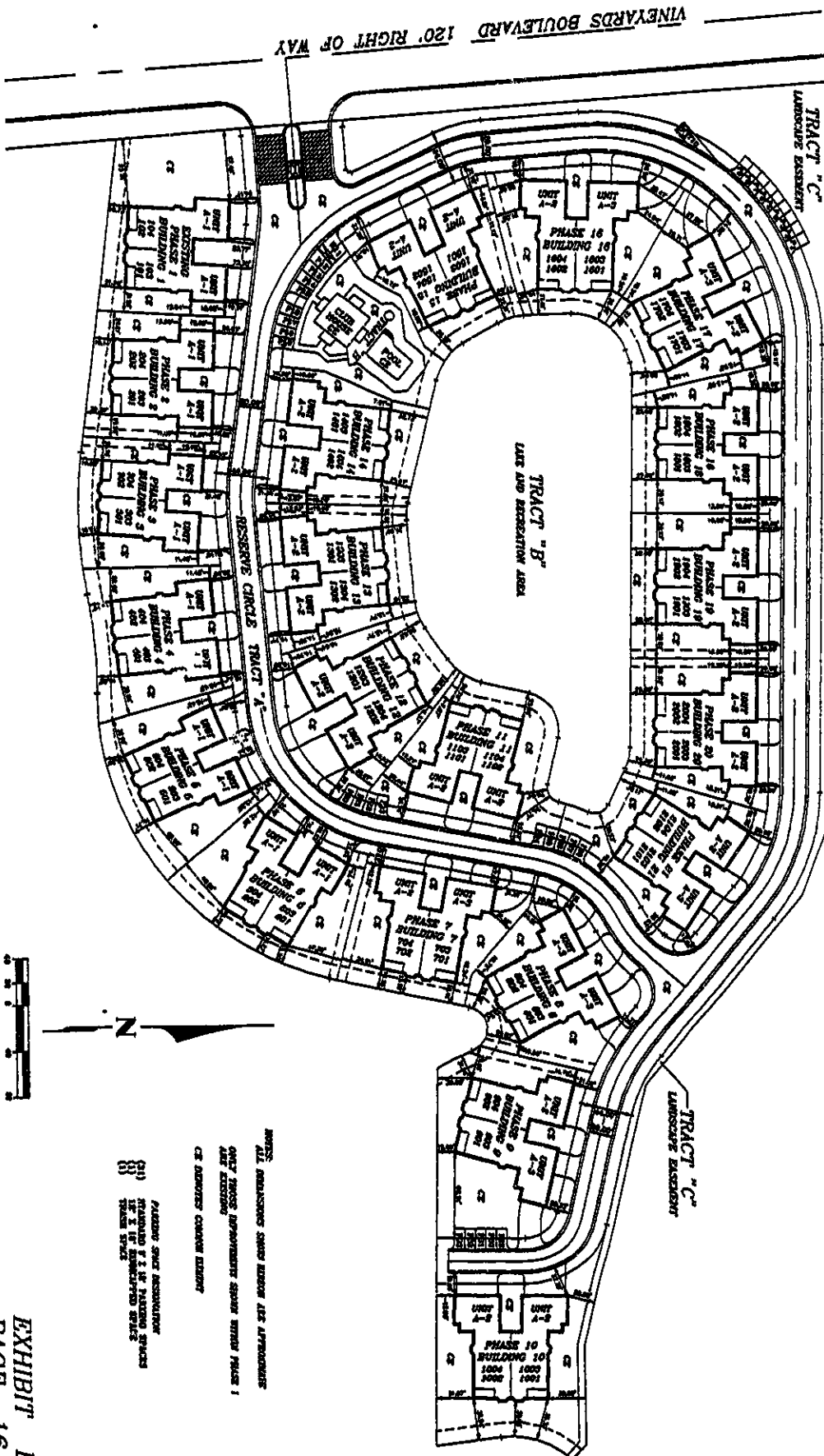
THE ENGINEER'S LICENSE NO. 13,000
FOR THE STATE OF FLORIDA
REGISTERED PROFESSIONAL ARCHITECT
1000 W. UNIVERSITY AVENUE, SUITE 200
GAINESVILLE, FLORIDA 32609
TEL: 352-336-1111 FAX: 352-336-1112

EXHIBIT B
PAGE 14
C.E.C. FILE NO.: 69066
A.C.A.D. DIV. NO.: 00001117

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK _____, PAGE _____



PHASE 1
PLOT PLAN

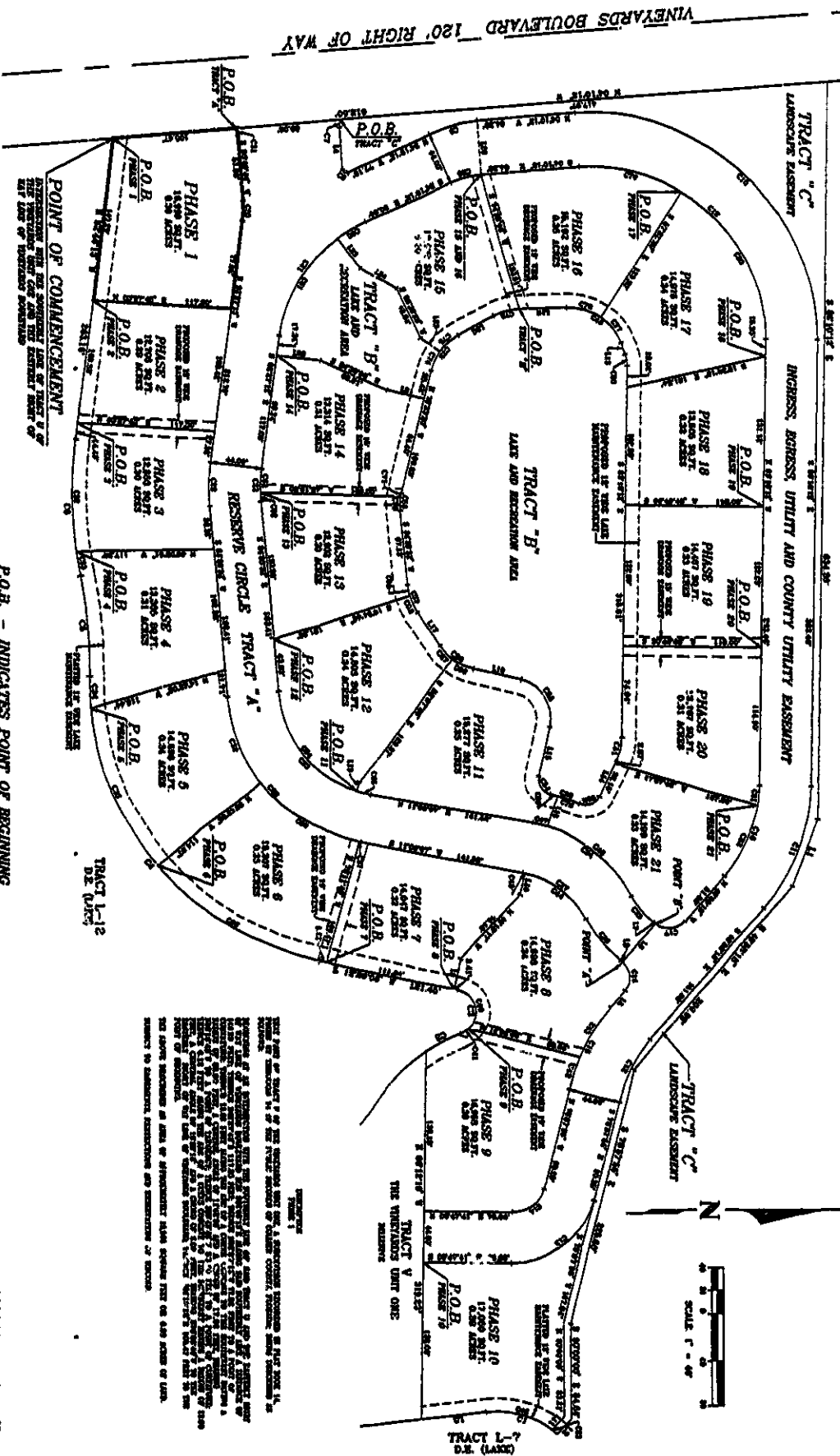
NOTES:
 ALL DIMENSIONS SHOWN ARE APPROXIMATE
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THIS RESERVE IS PART OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

EXHIBIT B
 PAGE 16
 C.E.C. FILE NO.: 00006
 ACAD DWG. NO.: 0006-1P4

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA



THE ENGINEER HEREBY CERTIFIES THAT HE HAS EXAMINED THE ABOVE DESCRIBED RECORDS AND THAT THE SAME ACCURATELY REPRESENT THE RECORDS AS THEY ARE RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DATE OF RECORDING: FEBRUARY 12, 2008
 ENGINEER: JAMES H. WILSON, P.E.
 LICENSE NO.: 12879
 ADDRESS: 1100 S. GULF BLVD., SUITE 100, FORT MYERS, FL 33901
 PHONE: 888-387-1100

POINT OF COMMENCEMENT
 THE POINT OF COMMENCEMENT OF THIS PLAT IS THE POINT OF BEGINNING OF THE WEST LINE OF TRACT V OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

P.O.B. - INDICATES POINT OF BEGINNING

SKETCH OF DESCRIPTIONS

PHASE 1

THESE PHASES ARE PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

THESE PHASES ARE PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

THESE PHASES ARE PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

EXHIBIT B

PAGE 17

C.E.C. FILE NO.: 2008-006
 ACAD DWG. NO.: 2008-1129

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED
IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

CONDOMINIUM PLAT BOOK _____, PAGE _____

CXX - CURVE DATA

Table with columns for stationing and curve data. Includes values for stationing (e.g., 1+00, 1+10, 1+20) and curve parameters (e.g., PC, PT, PI, PVI, E, L, T, M, R).

CXX - COURSE DATA

Table with columns for stationing and course data. Includes values for stationing (e.g., 1+00, 1+10, 1+20) and course parameters (e.g., BEARING, DISTANCE).

FIG. 14 - CURVE DATA
44 POINT BEARING AND DISTANCE DATA

THE PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY DIVIDED INTO TWO (2) CONDOMINIUM UNITS, TO-WIT: UNIT ONE AND UNIT TWO. THE BOUNDARIES OF SAID CONDOMINIUM UNITS ARE AS SHOWN ON THE ATTACHED PLAT AND AS DESCRIBED IN THE DESCRIPTIONS HEREON. THE AREA OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY DIVIDED INTO TWO (2) CONDOMINIUM UNITS, TO-WIT: UNIT ONE AND UNIT TWO. THE BOUNDARIES OF SAID CONDOMINIUM UNITS ARE AS SHOWN ON THE ATTACHED PLAT AND AS DESCRIBED IN THE DESCRIPTIONS HEREON.

FIG. 15 - CURVE DATA
44 POINT BEARING AND DISTANCE DATA

THE PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS HEREBY DIVIDED INTO TWO (2) CONDOMINIUM UNITS, TO-WIT: UNIT ONE AND UNIT TWO. THE BOUNDARIES OF SAID CONDOMINIUM UNITS ARE AS SHOWN ON THE ATTACHED PLAT AND AS DESCRIBED IN THE DESCRIPTIONS HEREON.

THESE DESCRIPTIONS, DRAWINGS AND PLATS ARE HEREBY FILED FOR RECORD IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AT THE OFFICE OF THE COUNTY CLERK, TALLAHASSEE, FLORIDA, THIS 14TH DAY OF FEBRUARY, 2006.

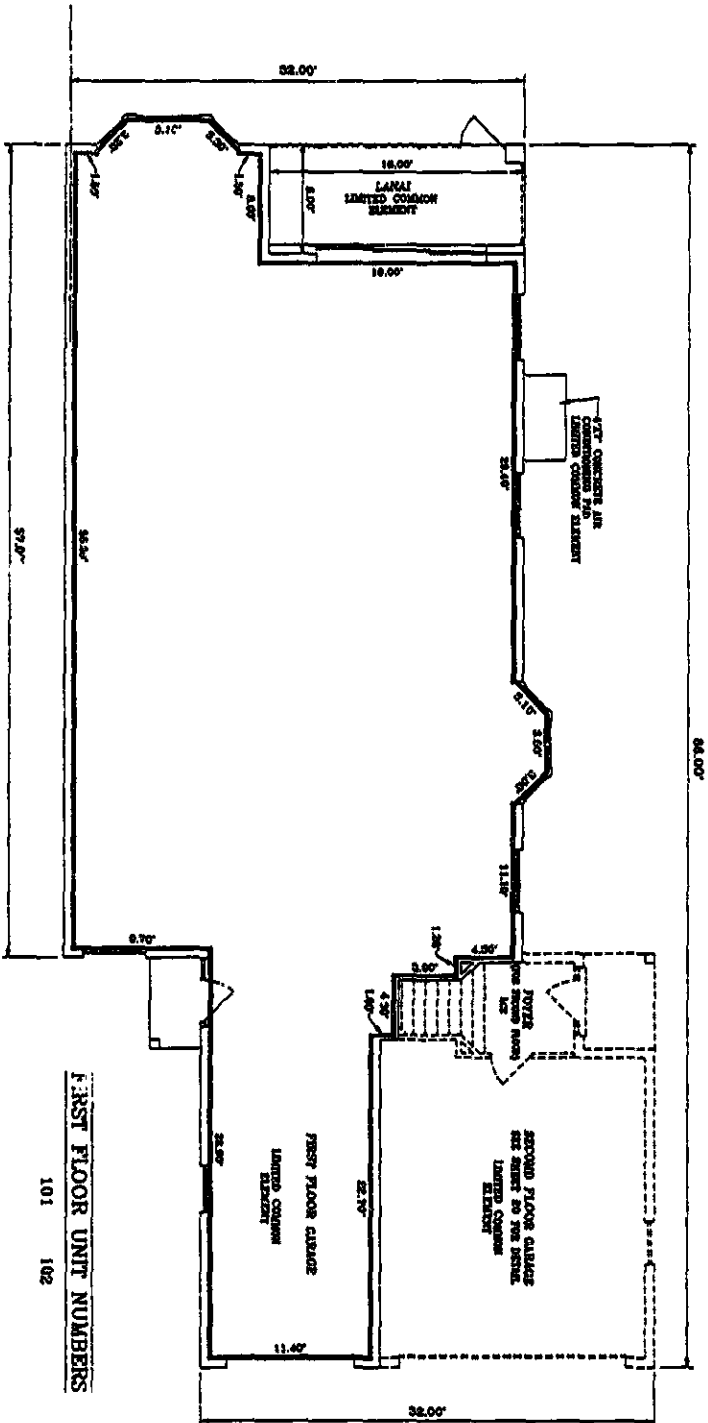
DESCRIPTIONS
PHASE 1

EXHIBIT B
PAGE 18
C.R.C. FILE NO.: 00006
ACAD. DIST. NO.: 0008-109

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK _____, PAGE _____



FIRST FLOOR UNIT NUMBERS
101 102

ADDITIONAL SECTOR RESERVE ARE APPLICABLE
SEE SECTORED LIMITED COMMON ELEMENT

PHASE 1
FIRST FLOOR PLAN
UNIT TYPE A-1

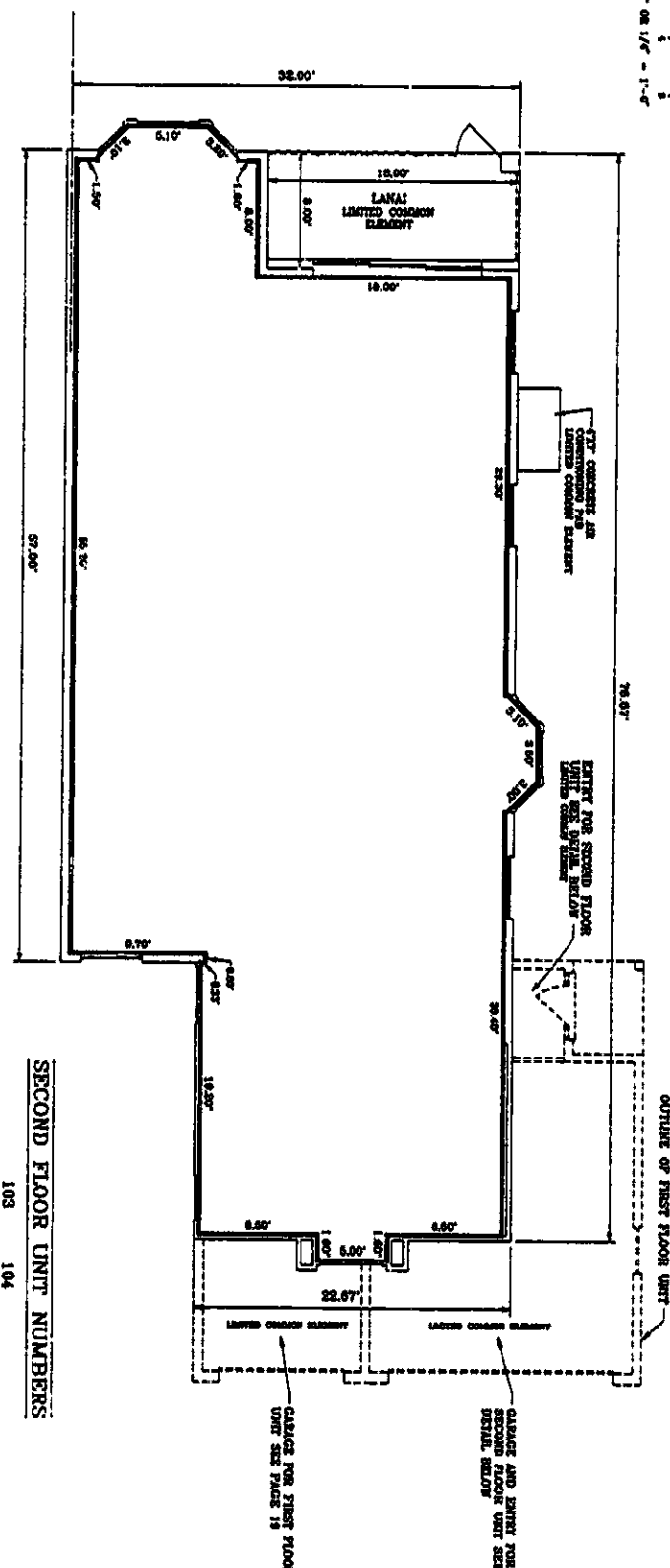
FOR THE ARCHITECT'S RECORDS, BY
C.E.C. INC. 2000 S.W. 11TH AVENUE, SUITE 100
MIAMI, FLORIDA 33135
C.E.C. INC. 2000 S.W. 11TH AVENUE, SUITE 100
MIAMI, FLORIDA 33135

EXHIBIT B
PAGE 19
C.E.C. FILE NO.: 88056
ACAD. DWG. NO.: 88056-10N

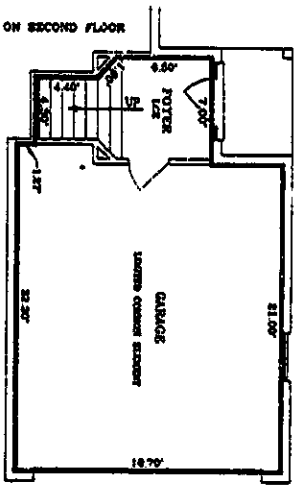
CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CONDOMINIUM PLAT BOOK _____ PAGE _____

CLUBSIDE RESERVE AT THE VINEYARDS PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



SECOND FLOOR UNIT NUMBERS
103 104



DETAIL OF GARAGE AND ENTRY FOR SECOND FLOOR UNIT
SCALE 1/4" = 1'-0"

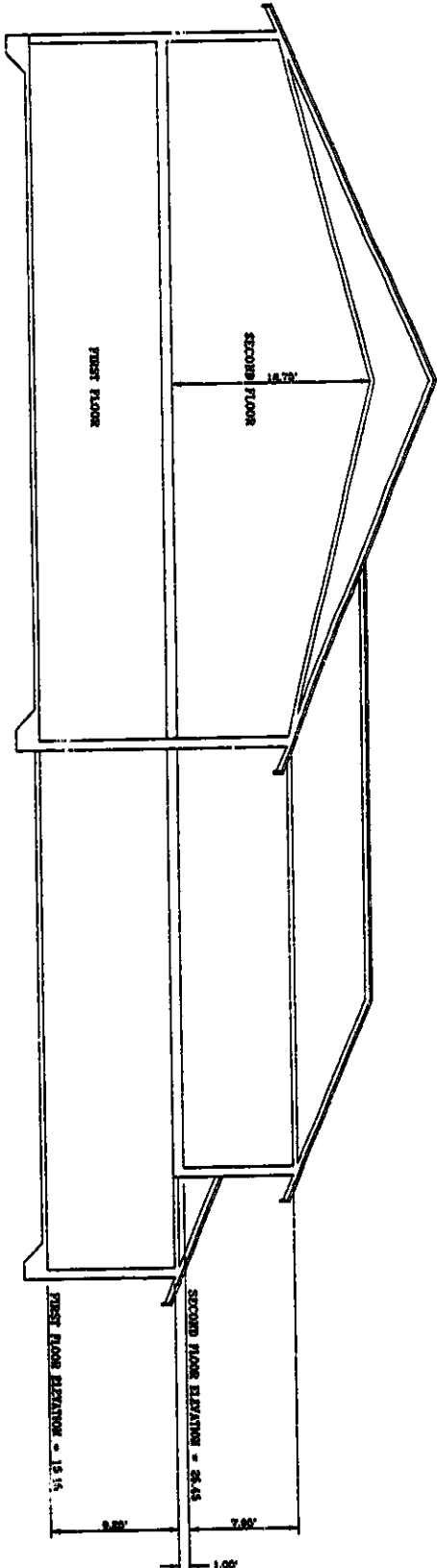
INDICATED ABOVE DIMENSIONS ARE APPROXIMATE
LOS INDICATES LIMITED COMMON ELEMENT

PHASE 1
SECOND FLOOR PLAN
UNIT TYPE A-1

THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE UNIT AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE DIMENSIONS OR THE LOCATION OF THE UNIT AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE DIMENSIONS OR THE LOCATION OF THE UNIT AS SHOWN ON THESE PLANS.

CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM

CLUBSIDE RESERVE AT THE VINEYARDS, PART OF TRACT U AND TRACT CH OF THE VINEYARDS UNIT ONE, A SUBDIVISION RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 74 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



DIMENSIONS SHOWN HEREOF ARE APPROXIMATE

PHASE 1 LONGITUDINAL SECTION

THE ARCHITECTURE FIRM OF
MORRIS, MANN, JUNG, AND
MORRIS ARCHITECTS, P.A.
1000 N. W. 10TH AVENUE, SUITE 200
MIAMI, FLORIDA 33136
TEL: 305-575-1100
FAX: 305-575-1101

EXHIBIT B
PAGE 21
C.E.C. FILE NO.: 98096
ACAD. DRG. NO.: 6056-10W



Engineers • Scientists • Surveyors • Planners • Appraisers

**BUILDING 1, PHASE 1, CLUBSIDE RESERVE
AT THE VINEYARDS, A CONDOMINIUM**

Certificate of Surveyor

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4) (e), Florida Statutes, hereby certifies that the construction of the improvements comprising the Units within Building 1, Phase 1, Clubside Reserve at The Vineyards, a Condominium, is substantially complete so that Coastal Engineering Consultants, Incorporated Exhibit "B" to the Declaration of Condominium, together with the Provisions of the Declaration of Condominium 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 within said buildings can be determined from these materials. The undersigned further certifies that all planned improvements, including, but not limited to, landscaping, utility services and access to the units within said condominium, and common element facilities serving said building have been substantially completed.

COASTAL ENGINEERING CONSULTANTS, INC.
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 33942 (941) 643-2324

Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

NOT VALID UNLESS SIGNED
NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR
C.E.C. FILE NO. SUR\CERT\VINEYARD\95221
DATE: 3-12-98



**COASTAL
ENGINEERING
CONSULTANTS
INC.**

Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 3**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 248.67 feet to the POINT OF BEGINNING; thence continuac S82°46'13"E 14.49 feet to a pint of curvature; thence 99.78 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 15°14'44" and a chord of 99.49 feet, bearing N89°36'25"E; thence N00°52'51"W 117.52 feet; thence S84°36'32"W 39.32 feet to a point of curvature; thence 38.84 feet along the arc of a curve concave to the north having a radius of 172.00 feet, a central angle of 12°56'15" and a chord of 38.76 feet, bearing N88°55'21"W to a point of tangency; thence N82°27'13"W 27.32 feet; thence S03°27'43"W 117.20 feet to the POINT OF BEGINNING.

The above describes an area of approximately 12,853 square feet or 0.30 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.

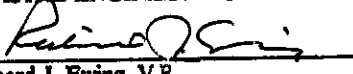

 Richard J. Ewing, V.P.
 Professional Surveyor and Mapper
 Florida Certificate No. 5295
 NOT VALID UNLESS SIGNED
 NOT VALID UNLESS SEALED WITH THE
 EMBOSSED SEAL OF THE SURVEYOR
 DATE: 3-6-92

EXHIBIT "C", PAGE 1 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 4**

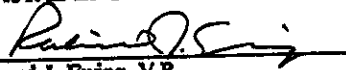
That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of curvature; thence 99.78 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 15°14'44" and a chord of 99.49 feet, bearing N89°36'25"E to the POINT OF BEGINNING; thence 22.08 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 03°22'27" and a chord of 22.08 feet, bearing N80°17'50"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°36'58"E to a point of reverse curvature; thence 25.11 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 05°45'14" and a chord of 25.10 feet, bearing N87°44'42"E; thence N14°42'06"W 118.44 feet; thence S84°36'32"W 102.38 feet; thence S00°52'51"E 117.52 feet to the POINT OF BEGINNING.

The above describes an area of approximately 13,365 square feet or 0.31 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92

EXHIBIT "C", PAGE 2 OF 16



**COASTAL
ENGINEERING
CONSULTANTS
INC.**

Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 5**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of-curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 18°37'11" and a chord of 121.33 feet, bearing N87°55'11"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°30'58"E to a point of reverse curvature; thence 25.11 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 05°45'14" and a chord of 25.10 feet, bearing N87°44'42"E to the POINT OF BEGINNING; thence 150.91 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 34°35'08" and a chord of 148.63 feet, bearing N67°34'31"E; thence N39°43'03"W 114.67 feet; thence 78.89 feet along the arc of a curve concave to the northwest having a radius of 142.00 feet, a central angle of 31°49'57" and a chord of 77.88 feet, bearing S68°41'33"W to a point of tangency; thence S84°36'32"W 21.71 feet; thence S14°42'06"E 118.44 feet to the POINT OF BEGINNING.

The above describes an area of approximately 14,596 square feet or 0.34 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE

EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-96

EXHIBIT "C", PAGE 3 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 6**

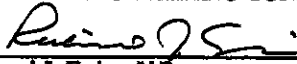
That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 18°37'11" and a chord of 121.33 feet, bearing N87°55'11"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°36'58"E to a point of reverse curvature; thence 176.01 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 40°20'22" and a chord of 172.40 feet, bearing N70°27'08"E to the POINT OF BEGINNING; thence 165.14 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 37°50'51" and a chord of 162.15 feet, bearing N31°21'32"E to a point of tangency; thence N12°26'06"E 6.20 feet; thence N75°11'49"W 109.47 feet; thence 101.82 feet along the arc of a curve concave to the northwest having a radius of 142.00 feet, a central angle of 41°04'58" and a chord of 99.65 feet, bearing S32°14'06"W; thence S39°43'03"E 114.67 to the POINT OF BEGINNING.

The above describes an area of approximately 15,307 square feet or 0.35 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.



Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

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EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92

EXHIBIT "C", PAGE 4 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 7**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 18°37'11" and a chord of 121.33 feet, bearing N87°55'11"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°36'58"E to a point of reverse curvature; thence 341.15 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 78°11'13" and a chord of 315.29 feet, bearing N51°31'42"E to a point of tangency; thence N12°26'06"E 6.20 feet the POINT OF BEGINNING; thence continue N12°26'06"E 111.84 feet; thence N77°33'54"W 27.34 feet; thence N48°19'17"W 76.46 feet; thence N77°27'17"W 18.66 feet; thence 1.76 feet along the arc of a curve concave to the southeast having a radius of 78.00 feet, a central angle of 01°17'36" and a chord of 1.76 feet, bearing S11°44'55"W to a point of tangency; thence S11°06'07"W 141.52 feet to a point of curvature; thence 1.47 feet along the arc of a curve concave to the northwest having a radius of 142.00 feet, a central angle of 00°35'30" and a chord of 1.47 feet, bearing S11°23'52"W; thence S75°11'49"E 109.47 feet to the POINT OF BEGINNING.

The above describes an area of approximately 14,047 square feet or 0.32 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

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EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-96

EXHIBIT "C", PAGE 5 OF 16



**COASTAL
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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 8**

That part of Tract U and Tract CH of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run S82°46'13"E along said southerly line a distance of 263.16 feet to a point of curvature; thence 121.87 feet along the arc of a curve concave to the northwest having a radius of 375.00 feet, a central angle of 18°37'11" and a chord of 121.33 feet, bearing N87°55'11"E to a point of reverse curvature; thence 83.86 feet along the arc of a curve concave to the southeast having a radius of 400.00 feet, a central angle of 12°00'43" and a chord of 83.71 feet, bearing N84°36'58"E to a point of reverse curvature; thence 341.15 feet along the arc of a curve concave to the northwest having a radius of 250.00 feet, a central angle of 78°11'13" and a chord of 315.29 feet, bearing N51°31'42"E to a point of tangency; thence N12°26'06"E 118.04 feet to the POINT OF BEGINNING; thence continue N12°26'06"E 3.41 feet to a point of curvature; thence 43.74 feet along the arc of a curve concave to the southeast having a radius of 20.00 feet, a central angle of 125°18'31" and a chord of 35.53 feet, bearing N75°05'22"E; thence N14°02'05"E 98.66 feet; thence 50.16 feet along the arc of a curve concave to the northeast having a radius of 172.00 feet, a central angle of 16°42'29" and a chord of 49.98 feet, bearing N58°19'33"W to a point of tangency; thence N49°58'18"W 19.27 feet to a point of curvature; thence 28.27 feet along the arc of a curve concave to the southeast having a radius of 18.00 feet, a central angle of 90°00'00" and a chord of 25.46 feet, bearing S85°01'42"W to a point of tangency; thence S40°01'42"W 2.47 feet to a point of curvature; thence 47.52 feet along the arc of a curve concave to the northwest having a radius of 122.00 feet, a central angle of 22°19'08" and a chord of 47.22 feet, bearing S51°11'16"W to a point of reverse curvature; thence 68.00 feet along the arc of a curve concave to the southeast having a radius of 78.00 feet, a central angle of 49°57'07" and a chord of 65.87 feet, bearing S37°22'16"W; thence S77°27'17"E 18.66 feet; thence S48°19'17"E 76.46 feet; thence S77°33'54"E 27.34 feet to the POINT OF BEGINNING.

The above describes an area of approximately 14,698 square feet or 0.34 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.

Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

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EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92



**COASTAL
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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 11**

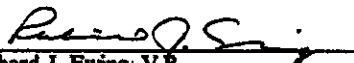
That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence 27.23 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 20°00'00" and a chord of 27.09 feet, bearing S14°10'12"E to a point of tangency; thence S24°10'12"E 80.06 feet to a point of curvature; thence 130.21 feet along the arc of a curve concave to the northeast having a radius of 128.00 feet, a central angle of 58°17'01" and a chord of 124.67 feet, bearing S53°18'43"E to a point of tangency; thence S82°27'13"E 117.08 feet to a point of curvature; thence 28.90 feet along the arc of a curve concave to the north having a radius of 128.00 feet, a central angle of 12°56'15" and a chord of 28.84 feet, bearing S88°55'21"E to a point of tangency; thence N84°36'32"E 163.41 feet to a point of curvature; thence 113.13 feet along the arc of a curve concave to the northwest having a radius of 98.00 feet, a central angle of 66°08'35" and a chord of 106.95 feet, bearing N51°32'14"E to the POINT OF BEGINNING; thence 12.60 feet along the arc of a curve concave to the northwest having a radius of 98.00 feet, a central angle of 07°21'50" and a chord of 12.59 feet, bearing N14°47'02"E to a point of tangency; thence N11°06'07"E 141.52 feet to a point of curvature; thence 12.85 feet along the arc of a curve concave to the southeast having a radius of 122.00 feet, a central angle of 06°01'58" and a chord of 12.84 feet, bearing N14°07'06"E; thence N72°51'02"W 30.03 feet; thence 6.76 feet along the arc of a curve concave to the southeast having a radius of 152.00 feet, a central angle of 02°32'50" and a chord of 6.76 feet, bearing S15°52'33"W to a point of reverse curvature; thence 19.93 feet along the arc of a curve concave to the northwest having a radius of 13.00 feet, a central angle of 87°49'58" and a chord of 18.03 feet, bearing S58°31'07"W to a point of tangency; thence N77°33'54"W 43.36 feet to a point of curvature; thence 50.27 feet along the arc of a curve concave to the southeast having a radius of 32.00 feet, a central angle of 90°00'00" and a chord of 45.25 feet, bearing S57°26'06"W to a point of tangency; thence S12°26'06"W 41.98 feet to a point of curvature; thence 20.08 feet along the arc of a curve concave to the northwest having a radius of 48.00 feet, a central angle of 23°58'25" and a chord of 19.94 feet, bearing S24°25'18"W; thence S52°07'26"E 129.87 feet; thence S71°32'03"E 8.00 feet to the POINT OF BEGINNING.

The above describes an area of approximately 15,277 square feet or 0.35 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295

NOT VALID UNLESS SIGNED
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EMBOSSSED SEAL OF THE SURVEYOR
C.E.C. FILE NO. SUR\DESC\VINEYARD\95056PHS.11
DATE: 3-6-92

EXHIBIT "C", PAGE 7 OF 16



**COASTAL
ENGINEERING
CONSULTANTS
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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 12**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence 27.23 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 20°00'00" and a chord of 27.09 feet, bearing S14°10'12"E to a point of tangency; thence S24°10'12"E 80.06 feet to a point of curvature; thence 130.21 feet along the arc of a curve concave to the northeast having a radius of 128.00 feet, a central angle of 58°17'01" and a chord of 124.67 feet, bearing S53°18'43"E to a point of tangency; thence S82°27'13"E 117.08 feet to a point of curvature; thence 28.90 feet along the arc of a curve concave to the north having a radius of 128.00 feet, a central angle of 12°56'15" and a chord of 28.84 feet, bearing S88°55'21"E to a point of tangency; thence N84°36'32"E 120.38 feet to the POINT OF BEGINNING; thence continue N84°36'32"E 43.03 feet to a point of curvature; thence 113.13 feet along the arc of a curve concave to the northwest having a radius of 98.00 feet, a central angle of 66°08'35" and a chord of 106.95 feet, bearing N51°32'14"E; thence N71°32'03"W 8.00 feet; thence N52°07'26"W 129.87 feet; thence 15.18 feet along the arc of a curve concave to the northwest having a radius of 48.00 feet, a central angle of 18°06'54" and a chord of 15.11 feet, bearing S45°27'58"W to a point of tangency; thence S54°31'24"W 33.12 feet to a point of curvature; thence 15.02 feet along the arc of a curve concave to the northwest having a radius of 48.00 feet, a central angle of 17°55'39" and a chord of 14.96 feet, bearing S63°29'14"W; thence S16°34'46"E 121.38 feet to the POINT OF BEGINNING.

The above describes an area of approximately 14,808 square feet or 0.34 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

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EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-96

EXHIBIT "C", PAGE 8 OF 16



**COASTAL
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CONSULTANTS
INC.**

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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 13**

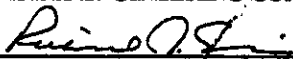
That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; 27.23 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 20°00'00" and a chord of 27.09 feet, bearing S14°10'12"E to a point of tangency; thence S24°10'12"E 80.06 feet to a point of curvature; thence 130.21 feet along the arc of a curve concave to the northeast having a radius of 128.00 feet, a central angle of 58°17'01" and a chord of 124.67 feet, bearing S53°18'43"E to a point of tangency; thence S82°27'13"E 117.08 feet to a point of curvature; thence 20.70 feet along the arc of a curve concave to the north having a radius of 128.00 feet, a central angle of 09°15'51" and a chord of 20.67 feet, bearing S87°05'08"E to the POINT OF BEGINNING; thence 8.21 feet along the arc of a curve concave to the northwest having a radius of 128.00 feet, a central angle of 03°40'24" and a chord of 8.21 feet, bearing N86°26'44"E to a point of tangency; thence N84°36'32"E 120.38 feet; thence N16°34'46"W 121.38 feet; thence 10.19 feet along the arc of a curve concave to the northwest having a radius of 48.00 feet, a central angle of 12°09'29" and a chord of 10.17 feet, bearing S78°31'48"W to a point of tangency; thence S84°36'32"W 67.13 feet to a point of curvature; thence 12.38 feet along the arc of a curve concave to the northwest having a radius of 48.00 feet, a central angle of 14°46'55" and a chord of 12.35 feet, bearing N88°00'01"W; thence S02°01'37"W 120.33 feet to the POINT OF BEGINNING.

The above describes an area of approximately 12,902 square feet or 0.30 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

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EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92

EXHIBIT "C", PAGE 9 OF 16



**COASTAL
ENGINEERING
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INC.**

Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 14**

That part of Tract U of the Vineyards Uni. One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence 27.23 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 20°00'00" and a chord of 27.09 feet, bearing S14°10'12"E to a point of tangency; thence S24°10'12"E 80.06 feet to a point of curvature; thence 130.21 feet along the arc of a curve concave to the northeast having a radius of 128.00 feet, a central angle of 58°17'01" and a chord of 124.67 feet, bearing S53°18'43"E to a point of tangency; thence S82°27'13"E 17.34 feet to the POINT OF BEGINNING; thence continue S82°27'13"E 99.74 feet to a point of curvature; thence 20.70 feet along the arc of a curve concave to the north having a radius of 128.00 feet, a central angle of 09°15'51" and a chord of 20.67 feet, bearing S87°05'08"E; thence N02°01'37"E 120.33 feet; thence 3.40 feet along the arc of a curve concave to the northeast having a radius of 48.00 feet, a central angle of 04°03'13" and a chord of 3.40 feet, bearing N78°34'57"W to a point of tangency; thence N76°33'20"W 84.40 feet; thence S13°26'40"W 32.64 feet; thence S24°30'58"W 62.91 feet; thence S07°06'46"W 37.71 feet to the POINT OF BEGINNING.

The above describes an area of approximately 13,314 square feet or 0.31 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.



Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295
NOT VALID UNLESS SIGNED
NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR
DATE: 3-6-96

EXHIBIT "C", PAGE 10 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 16**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run $N04^{\circ}10'12''W$ along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of $19^{\circ}28'16''$ and chord of 6.09 feet, bearing $S84^{\circ}26'04''E$ to a point of tangency; thence $N85^{\circ}49'48''E$ 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of $110^{\circ}00'00''$ and a chord of 4.91 feet, bearing $N30^{\circ}49'48''E$ to a point of tangency; thence $N24^{\circ}10'12''W$ 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of $20^{\circ}00'00''$ and a chord of 42.37 feet, bearing $N14^{\circ}10'12''W$; thence $N85^{\circ}49'48''E$ 44.00 feet to the POINT OF BEGINNING; thence $N74^{\circ}35'48''E$ 120.51 feet; thence $N01^{\circ}42'06''W$ 40.63 feet to a point of curvature; thence 31.10 feet along the arc of a curve concave to the southeast having a radius of 48.00 feet, a central angle of $37^{\circ}07'31''$ and a chord of 30.56 feet, bearing $N16^{\circ}51'40''E$; thence $N57^{\circ}32'20''E$ 129.30 feet; thence 91.09 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of $35^{\circ}15'56''$ and a chord of 89.66 feet, bearing $S13^{\circ}27'46''W$ to a point of tangency; thence $S04^{\circ}10'12''E$ 84.28 feet to the POINT OF BEGINNING.

The above describes an area of approximately 15,102 square feet or 0.35 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

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Florida Certificate No. 5295

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NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92

EXHIBIT "C", PAGE 11 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 17**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Flat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run $N04^{\circ}10'12''W$ along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of $19^{\circ}28'16''$ and chord of 6.09 feet, bearing $S84^{\circ}26'04''E$ to a point of tangency; thence $N85^{\circ}49'48''E$ 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of $110^{\circ}00'00''$ and a chord of 4.91 feet, bearing $N30^{\circ}49'48''E$ to a point of tangency; thence $N24^{\circ}10'12''W$ 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of $20^{\circ}00'00''$ and a chord of 42.37 feet, bearing $N14^{\circ}10'12''W$; thence $N85^{\circ}49'48''E$ 44.00 feet; thence $N04^{\circ}10'12''W$ 84.28 feet to a point of curvature; thence 91.09 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of $35^{\circ}15'56''$ and a chord of 89.66 feet, bearing $N13^{\circ}27'46''E$ to the POINT OF BEGINNING; thence $S57^{\circ}32'20''E$ 129.30 feet; thence 28.99 feet along the arc of a curve concave to the southeast having a radius of 48.00 feet, a central angle of $34^{\circ}36'06''$ and a chord of 28.55 feet, bearing $N52^{\circ}43'29''E$ to a point of tangency; thence $N70^{\circ}01'32''E$ 10.62 feet to a point of curvature; thence 10.17 feet along the arc of a curve concave to the southeast having a radius of 28.00 feet, a central angle of $20^{\circ}48'16''$ and a chord of $N80^{\circ}25'40''E$ to a point of tangency; thence $S89^{\circ}10'12''E$ 19.02 feet; thence $N12^{\circ}38'18''W$ 121.34 feet; thence $N89^{\circ}10'12''W$ 15.35 feet to a point of curvature; thence 154.30 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of $59^{\circ}44'04''$ and a chord of 147.41 feet, bearing $S60^{\circ}57'46''W$ to the POINT OF BEGINNING.

The above describes an area of approximately 14,978 square feet or 0.34 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.



Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE

EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-96

EXHIBIT "C", PAGE 12 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 18**


That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence N04°10'12"W 84.28 feet to a point of curvature; thence 245.39 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of 95°00'00" and a chord of 218.23 feet, bearing N43°19'48"E to a point of tangency; thence S89°10'12"E 15.35 feet to the POINT OF BEGINNING; thence S12°38'18"E 121.34 feet; thence S89°10'12"E 102.86 feet; thence N00°49'48"E 118.00 feet; thence N89°10'12"W 131.12 feet to the POINT OF BEGINNING.

The above describes an area of approximately 13,805 square feet or 0.32 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE

EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-76

EXHIBIT "C", PAGE 13 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 19**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run $N04^{\circ}10'12''W$ along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of $19^{\circ}28'16''$ and chord of 6.09 feet, bearing $S84^{\circ}26'04''E$ to a point of tangency; thence $N85^{\circ}49'48''E$ 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of $110^{\circ}00'00''$ and a chord of 4.91 feet, bearing $N30^{\circ}49'48''E$ to a point of tangency; thence $N24^{\circ}10'12''W$ 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of $20^{\circ}00'00''$ and a chord of 42.37 feet, bearing $N14^{\circ}10'12''W$; thence $N85^{\circ}49'48''E$ 44.00 feet; thence $N04^{\circ}10'12''W$ 84.28 feet to a point of curvature; thence 245.39 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of $95^{\circ}00'00''$ and a chord of 218.23 feet, bearing $N43^{\circ}19'48''E$ to a point of tangency; thence $S89^{\circ}10'12''E$ 146.47 feet to the POINT OF BEGINNING; thence $S00^{\circ}49'48''W$ 118.00 feet; thence $S89^{\circ}10'12''E$ 122.09 feet; thence $N00^{\circ}49'48''W$ 118.00 feet; thence $N89^{\circ}10'12''W$ 122.09 feet to the POINT OF BEGINNING.

The above describes an area of approximately 14,407 square feet or 0.33 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper
Florida Certificate No. 5295

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NOT VALID UNLESS SEALED WITH THE
EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-96

EXHIBIT "C", PAGE 14 OF 16



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**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 20**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Beginning at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence N04°10'12"W 84.28 feet to a point of curvature; thence 245.39 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of 95°00'00" and a chord of 218.23 feet, bearing N43°19'48"E to a point of tangency; thence S89°10'12"E 268.56 feet to the POINT OF BEGINNING; thence S00°49'48"W 118.00 feet; thence S89°10'12"E 74.54 feet to a point of curvature; thence 20.35 feet along the arc of a curve concave to the southwest having a radius of 48.00 feet, a central angle of 24°17'17" and a chord of 20.20 feet, bearing S77°01'33"E to a point of tangency; thence S64°52'55"E 2.87 feet; thence N17°07'49"E 127.30 feet; thence 17.90 feet along the arc of a curve concave to the southwest having a radius of 128.00 feet, a central angle of 08°00'38" and a chord of 17.88 feet, bearing N85°09'53"W to a point of tangency; thence N89°10'12"W 114.90 feet to the POINT OF BEGINNING.

The above describes an area of approximately 13,707 square feet or 0.31 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.

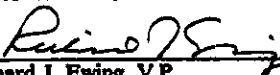

 Richard J. Ewing, V.P.
 Professional Surveyor and Mapper
 Florida Certificate No. 5295
 NOT VALID UNLESS SIGNED
 NOT VALID UNLESS SEALED WITH THE
 EMBOSSED SEAL OF THE SURVEYOR
 DATE: 3-6-96

EXHIBIT "C", PAGE 15 OF 16



Engineers • Scientists • Surveyors • Planners • Appraisers

**CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM
DESCRIPTION
PHASE 21**

That part of Tract U of the Vineyards Unit One, a subdivision recorded in Plat Book 14, Pages 67 through 74 of the Public Records of Collier County, Florida; being described as follows:

Commencing at an intersection with the southerly line of said Tract U and the easterly right of way line of Vineyards Boulevard run N04°10'12"W along said easterly right of way line a distance of 194.53 feet; thence 6.12 feet along the arc of a curve concave to the northeast having a radius of 18.00 feet, a central angle of 19°28'16" and chord of 6.09 feet, bearing S84°26'04"E to a point of tangency; thence N85°49'48"E 34.94 to a point of curvature; thence 5.76 feet along the arc of a curve concave to the northwest having a radius of 3.00 feet, a central angle of 110°00'00" and a chord of 4.91 feet, bearing N30°49'48"E to a point of tangency; thence N24°10'12"W 77.18 feet; thence 42.59 feet along the arc of a curve concave to the northeast having a radius of 122.00 feet, a central angle of 20°00'00" and a chord of 42.37 feet, bearing N14°10'12"W; thence N85°49'48"E 44.00 feet; thence N04°10'12"W 84.28 feet to a point of curvature; thence 245.39 feet along the arc of a curve concave to the southeast having a radius of 148.00 feet, a central angle of 95°00'00" and a chord of 218.23 feet, bearing N43°19'48"E to a point of tangency; thence S39°10'12"E 383.46 feet to a point of curvature; thence 17.90 feet along the arc of a curve concave to the southwest having a radius of 128.00 feet, a central angle of 08°00'38" and a chord of 17.88 feet, bearing S85°09'38"E to the POINT OF BEGINNING; thence S17°07'49"W 127.30 feet; thence S64°52'55"E 32.16 feet to the point of curvature; thence 20.33 feet along the arc of a curve concave to the southwest having a radius of 13.00 feet, a central angle of 89°35'25" and a chord of 18.32 feet, bearing S20°05'12"E to a point of reverse curvature; thence 20.05 feet along the arc of a curve concave to the southeast having a radius of 152.00 feet, a central angle of 07°33'32" and a chord of 20.04 feet, bearing S20°55'44"W; thence S72°51'02"E 30.03 feet; thence 96.27 feet along the arc of a curve concave to the southeast having a radius of 122.00 feet, a central angle of 45°12'45" and a chord of 93.79 feet, bearing N39°44'27"E to a point of reverse curvature; thence 30.38 feet along the arc of a curve concave to the northeast having a radius of 78.00 feet, a central angle of 22°19'08" and a chord of 30.19 feet, bearing N51°11'16"E to a point of tangency; thence N40°01'42"E 2.47 feet to a point of curvature; thence 28.27 feet along the arc of a curve concave to the southwest having a radius of 18.00 feet, a central angle of 90°00'00" and a chord of 25.46 feet, bearing N04°58'18"W to a point of tangency; thence N49°58'18"W 51.80 feet to a point of curvature; thence 69.67 feet along the arc of a curve concave to the southwest having a radius of 128.00 feet, a central angle of 31°11'16" and a chord of 68.82 feet, bearing N65°33'56"W to the POINT OF BEGINNING.

The above describes an area of approximately 14,199 square feet or 0.33 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.


Richard J. Ewing, V.P.

Professional Surveyor and Mapper

Florida Certificate No. 5295

NOT VALID UNLESS SIGNED

NOT VALID UNLESS SEALED WITH THE

EMBOSSSED SEAL OF THE SURVEYOR

DATE: 3-6-92

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 9, 1995, as shown by the records of this office.

The document number of this corporation is N95000003807.

OR: 2160 PG: 1451

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of August, 1995



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.
A NONPROFIT CORPORATION

FILED
95 AUG -9 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, with other persons being desirous of forming a nonprofit corporation, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I.

The name of the corporation shall be:

CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

The address of the principal office of this corporation shall be Porter, Wright, Morris & Arthur, 4501 Tamiami Trail North, Suite 400, Naples, Florida 33940, and the mailing address of the corporation shall be the same.

ARTICLE II.

The general purpose of the business or businesses to be transacted by this corporation, together with and in addition to the authority and powers conferred by the laws of the State of Florida, is to provide a condominium association, pursuant to Chapter 718, Florida Statutes, for that certain condominium known as Clubside Reserve at the Vineyards, a Condominium.

ARTICLE III.

The manner in which the directors are to be elected or appointed is as stated in the By-laws.

ARTICLE IV.

The name and address of the incorporator of these Articles is:

Clubsid Reserve at the Vineyards, Inc.
c/o Porter, Wright, Morris & Arthur
4501 Tamiami Trail North
Naples, Florida 33940

ARTICLE V.

This corporation is to exist perpetually.

ARTICLE VI.

The street address of the initial registered office of the corporation shall be 4501 Tamiami Trail North, Suite 400, Naples, Florida 33940, and the name of the initial registered agent of the corporation at that address is Gary K. Wilson.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 8 day of August, 1995.

CLUBSIDE RESERVE AT THE VINEYARDS,
INC., a Florida corporation

By:

Arthur L. Bateman, President

Arthur L. Bateman as President
c/o Porter, Wright, Morris & Arthur
4501 Tamiami Trail North
Suite 400
Naples, Florida 33940

State of Florida
County of Collier

BEFORE ME, a Notary Public authorized to take acknowledgments in the state and county set forth above, personally appeared ARTHUR L. BATEMAN, President of CLUBSIDE RESERVE AT THE VINEYARDS, INC., a Florida corporation, [] who produced a _____ as identification, or [X] who is known to me, and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation. An oath was not administered.

I WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 8th day of August, 1995.

Bethel Jane Nagy
Signature of Notary Public

(NOTARY SEAL)



OFFICIAL SEAL
BETHEL JANE NAGY
My Commission Expires
Nov. 9, 1996
Comm. No. CC 234433

BETHEL JANE NAGY
Name of Notary Public Typed

CC 234433
Serial or License Number of
Notary Public

My Commission Expires: 11/9/96

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
THE RESIDENT UPON WHOM PROCESS MAY BE SERVED.**

FILED
95 AUG -9 AM 9 20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

FIRST, that CLUBSIDE RESERVE AT THE VINEYARDS, INC., a Florida corporation, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in Articles of Incorporation at City of Naples, County of Collier, State of Florida, has named GARY K. WILSON, located at 4501 Tamiami Trail North, Suite 400, City of Naples, County of Collier, State of Florida, as its Agent to accept service of process within this State.

CLUBSIDE RESERVE AT THE VINEYARDS,
INC., a Florida corporation

By: *Arthur D. ...*
President

HAVING BEEN NAMED to accept service of process for the above stated Corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

Gary K. Wilson
GARY K. WILSON, Resident Agent

BY-LAWS OF

CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organization
under the laws of the State of Florida

1. **IDENTITY.** These are the By-laws of Clubside Reserve at the Vineyards Condominium Association, Inc. (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Collier County, Florida, and known as Clubside Reserve at the Vineyards, a Condominium (the "Condominium").
 - 1.1 **Principal Office.** The principal office of the Association shall be at 6175 Reserve Circle, Naples, Florida 33942, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Collier County, Florida or at such other place as may be permitted by the Act from the to time.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. **DEFINITIONS.** For convenience, the By-laws shall be referred to as the "By-laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium unless herein provided to the contrary, or unless the context otherwise requires.

3. **MEMBERS.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place located upon the Condominium Property and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held during the month that shall fall one year following the date of filing of the Declaration, at such time, place and date as the Board shall determine.
 - 3.2 **Special Meetings.** Special members' meeting shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association or upon receipt of a written application of ten percent (10%) of the voting interests to the Board under Section 718.112(e), Florida Statutes, relating to the budget, and Section 718.112(k), Florida Statutes, relating to the recall of members of the Board. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.
 - 3.3 **Notice of Meeting: Waiver of Notice.** Written notice of a meeting of members, which shall incorporate an identification of agenda items and state the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting. The notice of the meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive

notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meeting(s) may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand-delivered in accordance with this Section and Section 718.112(2)(d), Florida Statutes, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.3.1 Special Provisions Relating to Election of Board of Directors. Regular election of the Board of Directors shall occur on the date of the annual meeting. In addition to the foregoing notice provisions, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary not less than forty (40) days before a scheduled election. The Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence either in person or by proxy, of at least one third (1/3) persons entitled to cast the votes of members.

3.5 Voting.

(a) Number of Votes. Except as provided in paragraph 3.10 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium (as contemplated in specific portions of the Declaration), at any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy, if allowed, at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-laws. As used in these By-laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been

revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 **Proxies.** Votes may be cast in person but not by general proxy, but votes may be cast by limited proxies. However, limited proxies and general proxies may be used for purposes of establishing a quorum. Limited proxies may be used for votes taken to waive or reduce reserve accounts for capital expenditures and deferred maintenance; for votes taken to waive financial statement requirements in accordance with the Act; for votes taken to amend the Declaration, Articles or these By-laws; or for any other matter for which the members are required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding this Section 3.6, no proxy, limited or general, shall be used in the election of the Board of Directors.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as set forth in 3.5 above), name the person(s) voting the proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of each meeting for which it is given. Each proxy shall also contain the date, time and place of the meeting for which it is given, and if a limited proxy, shall set forth the matter on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies shall be Unit Owners or the spouse of a Unit Owner. Notwithstanding proxy as prescribed herein, such forms of limited proxy required by the Act as may be amended from time to time shall prevail where in conflict herewith.

- 3.7 **Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the time and date of the meeting.

- 3.8 **Order of Business.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 **Minutes of Meeting.** The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

- 3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing.

The notice shall fairly summarize the material features of the authorized action.

4. DIRECTORS.

- 4.1 Membership. Prior to "turnover", the affairs of the Association shall be governed by a Board of three (3) Directors. After turnover, the affairs of the Association shall be governed by five (5) Directors, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. Except for Directors appointed by the Developer, Directors shall be Unit Owners or the spouse of a Unit Owner.

- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Any Unit Owner or spouse of a Unit Owner desiring to be a candidate for the Board of Directors shall give written notice of such desire to the Secretary of the Association not less than forty (40) days before a scheduled election. Thereafter, the Association shall mail or deliver, along with the second notice of meeting described in Section 3.3.1 hereof, a ballot which shall list all the candidates. Any Unit Owner or other eligible person properly serving notice of candidacy may request that the ballot and notice be accompanied by an information sheet provided by the candidate, which information sheet shall be no larger than 8-1/2 inches by 11 inches. Nominations for Directors shall be those contained in the ballot only. The costs of mailing or delivery of any notices required hereunder and ballot, with any accompanying information sheet(s), shall be borne by the Association.
- (c) The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to provisions of paragraph 4.16 hereof shall be filled by the Developer.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of the Owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the

Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-laws.
- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organization meeting shall be necessary; provided, however, in the event the organizational meeting shall follow the annual meeting in which the directors were newly elected or appointed, the notice of the annual meeting shall serve as notice of the organizational meeting.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7.1 Meetings, Special Assessments, Rules. Written notice of any meeting of Directors at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owner 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 Secretary of the Association and filed among the official records of the Association.
- 4.7.2 Regular Assessments. 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 such assessments.

- 4.7.3 Unit Owner Attendance. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Unit Owners shall have the right to speak at such meetings with reference to all designated agenda items.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall constitute such Director's waiver of notice of such meeting.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Joinder in Meeting by Approval of Minutes. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at any meeting of the Board of Directors. A vote or abstention for each Director present shall be recorded in the minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.12 Presiding Officer. The presiding officer at Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Election of Chairman;
 - (b) Roll Call;
 - (c) Proof of due notice of meeting;
 - (d) Reading and disposal of any unapproved minutes;
 - (e) Reports of officers and committees;
 - (f) Election of Inspectors of Election;
 - (g) Election of officers;
 - (h) Unfinished business;
 - (i) New Business;
 - (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an executive Committee to consist of any member or members of the Board of Directors. Such Executive

Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (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 (7) years after recording of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5 %) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such 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 thirty (30) 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 the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give such notice as required for election of directors as set forth under Section 4.2 hereof, of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.
- (e) Any house rules and regulations which have been promulgated.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public accountant. All financial records shall be prepared in accordance with generally accepted accounting standards and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amount of assessments. The financial records required hereunder may be provided not later than ninety (90) days after Unit Owners, other than the Developer, elect a majority of the Board of Directors.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
 - (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
 - (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
 - (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
 - (s) All other contracts to which the Association is a party.
5. **POWERS and DUTIES.** The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-laws may not be delegated to the Board of Directors by the Unit Owners. Without limiting the generality of the foregoing and pursuant to Section 718.112(2)(n), Florida Statutes, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
6. **OFFICERS.**
- 6.1 **Executive Officers.** The initial executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need to be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 **Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the Directors or the President.
- 6.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.
- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board

of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasury and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

- 6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
- 6.7 Developer Appointees. No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.
7. COMPENSATION. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or Officer. Directors and officers shall be compensated for all actual and property out of pocket expenses relating to the proper discharge of their respective duties.
8. RESIGNATIONS. Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
9. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 9.1 Budget.
- (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expense among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by a means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer to the Unit Owners pursuant to the Act and Section 4.16 hereof, the Developer may vote to waive reserves for the first two (2) years of operation of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) **Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
 - (ii) **Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than fifty percent (50%) of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
 - (iii) **Determination of Budget Amount.** In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
 - (iv) **Proviso.** As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (b) **Addition by Membership.** In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 **Assessments.** Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the direction of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such

monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 9.3 **Assessments for Emergencies.** Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 **Late Assessments.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge of \$2.00 per day up to a maximum of \$20.00 for any sums not paid within ten (10) days of the date due. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest, and for 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 effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.
- 9.5 **Depository.** The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited in the Association's name. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. Reserve funds may be maintained in the same account as are operating funds for investment purposes, however, separate ledgers shall be maintained for operating funds and for reserve funds.
- 9.6 **Enforcement of Assessments.** In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Act, the Declaration and these By-laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association in accordance with the Act.
- 9.7 **Fidelity Bonds.** Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board but not less than as required by Section 718.112(2)(j), Florida Statutes. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.8 **Accounting Records and Reports.** The Association shall maintain accounting records in the State, according to the accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit

Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1, of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (i.e., the last completed fiscal year). The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security.
- (b) Professional and management fees and expenses.
- (c) Taxes.
- (d) Cost for recreation facilities.
- (e) Expenses for refuse collection and utility services.
- (f) Expense for lawn care.
- (g) Cost for building maintenance and repair.
- (h) Insurance costs.
- (i) Administrative and salary expenses.
- (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

- 9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-laws and in the Declaration or as otherwise determined by the Board.
- 9.10 Notice of Meetings. Notice of any meeting where 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.
10. ROSTER OF UNIT OWNERS. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-laws.
12. AMENDMENTS. Except as in the Declaration provided otherwise, these By-laws may be amended in the following manner;
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than two (2) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must

be by not less than sixty-six and two thirds percent (66 2/3%) votes of the members of the Association and by not less than two (2) members of the entire Board of Directors.

- 12.3 **Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance except as required by the Act. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 12.4 **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification of the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
- 13 **RULES AND REGULATIONS.** Attached hereto are initial Rules and Regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to the Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer. Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
14. **CONSTRUCTION.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
15. **CAPTIONS.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-laws or the intent of any provision hereof.
16. **OFFICIAL RECORDS.** From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- (h) All current insurance policies of the Association and the Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, review, accounting statements, and financial reports of the Association or Condominium.
 - (iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current question and answer sheet as required by Section 718.504 of the Act.
- (o) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association shall be maintained in the County or at such other place as may be permitted by the Act (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

17. **ARBITRATION.** Any dispute as defined under Section 718.1255 of the Act shall be resolved through non-binding arbitration conducted in accordance with said Section 718.1255 of the Act.
18. **CERTIFICATE OF COMPLIANCE.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units' to the applicable fire and life safety code.

The foregoing was adopted as the By-laws of Clubside Reserve at the Vineyards Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 15th day of March, 1996

Approved:

Arthur Bateman
President

Arthur Bateman
Secretary

CERTIFICATE OF AMENDMENT

3703444 OR: 3896 PG: 1539

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/23/2005 at 08:13AM DWIGHT E. BROCK, CLERK
REC FEE 503.00

THE UNDERSIGNED, being the duly and acting President of Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on August 1, 2005 where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, as originally recorded in O.R. Book 2160 at Pages 1380 et seq., Public Records of Collier County, Florida and the Articles of Incorporation and the By-Laws of Clubside Reserve at the Vineyards Condominium Association, Inc.

Retn:
SAMOUCE MURRELL ET AL
5405 PARK CENTRAL CT
NAPLES FL 34109

1. The following resolution was approved by affirmative vote of Unit Owners in excess of 50% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association, as well as by affirmative vote of Unit Owners in excess of 66 2/3% of the Units in the Condominium.

(for use by Clerk of Court)

RESOLVED: That the Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, be and is hereby amended and restated in its entirety; and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved and adopted by the affirmative vote of a majority of the members of the Association.

RESOLVED: That the Articles of Incorporation of Clubside Reserve at the Vineyards Condominium Association, Inc. be and are hereby amended and restated in their entirety; and the amendment and restatement is adopted in the form attached hereto and made a part hereof.

3. The following resolution was approved by not less than sixty-six and two thirds percent (66 2/3%) votes of the members of the Association and by not less than two (2) members of the entire Board of Directors.

RESOLVED: That the By-Laws of Clubside Reserve at the Vineyards Condominium Association, Inc. be and are hereby amended and restated in their entirety; and the amendment and restatement is adopted in the form attached hereto, and made a part hereof.

Date: August 31, 2005

CLUBSIDE RESERVE AT THE VINEYARDS
CONDOMINIUM ASSOCIATION, INC.

(1) Jennifer Highman
Witness
Print Name: JENNIFER HIGHMAN

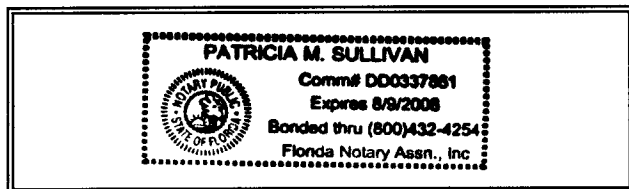
By Don Bucknam
Don Bucknam, President
6230 Reserve Circle #703
Naples, FL 34119

(2) Patricia M. Sullivan
Witness
Print Name: PATRICIA M. SULLIVAN

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Don Bucknam, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



Patricia M. Sullivan
Signature of Notary Public

This instrument prepared by Robert E. Murrell, Esq.,
Samouce, Murrell & Gal, P.A., 5405 Park Central Court,
Naples, FL 34109.

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

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

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM**

On March 20, 1996, the original Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium (the "Condominium") was recorded in O. R. Book 2160, at Pages 1380 *et seq.*, of the Official Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended in part, and is restated in its entirety as amended. Sections 5.1, 5.4 and 8.4 are not being amended, but are restated herein as Sections 5.1, 5.2 and 22.5 respectively, with appropriate changes in cross-references.

1. SUBMISSION STATEMENT. This Amended and Restated Declaration of Condominium is made by Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit (the "Association"). The land subject to this Declaration, and all improvements thereon, have already been submitted to the condominium form of ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions in this Declaration, as it may be amended from time to time, run with the land; and are binding upon and inure to the benefit of all present and future owners of condominium parcels. The ownership of a unit, the acquisition of any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitute unconditional acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS. The name of this condominium is Clubside Reserve at the Vineyards, a Condominium, and its street address is 6175 Reserve Circle, Naples, Florida 34119.

3. DESCRIPTION OF CONDOMINIUM PROPERTY. The land submitted to the condominium form of ownership by the original Declaration (the "Land") is legally described in Exhibit "A" to the original Declaration, which is hereby incorporated by reference.

4. DEFINITIONS: Certain words and phrases are used in this Declaration and its recorded exhibits with the meanings stated below, unless the context clearly requires a different meaning.

4.1 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.2 "Association" means Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this condominium.

DECLARATION OF CONDOMINIUM

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4.3 **“Association Property”** means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.4 **“Board of Directors”** or **“Board”** means the representative body which is responsible for the administration of the Association’s affairs, and is the same body referred to in the Condominium Act as the “Board of Administration”.

4.5 **“Condominium Documents”** means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.6 **“Family”** or **“Single Family”** means any one (1) of the following:

(A) One (1) natural person; or

(B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others; or

(C) Two (2) or more natural persons meeting the requirements of (B) above, except that there is among them one (1) person who is not related to some or all of the others.

4.7 **“Fixtures”** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and 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 in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.8 **“Guest”** means a person who is not the owner or a tenant of a unit, and is not a member of the owner’s or tenant’s family, who nevertheless is physically present in, or resides in the unit on a temporary basis, at the invitation of the owner or tenant, without paying valuable consideration.

4.9 **“Lease”** means the grant by a unit owner of a temporary right of use of the owner’s unit for valuable consideration.

4.10 **“Limited Common Elements”** are those common elements that are reserved for the use of a certain unit or units, to the exclusion of the other units.

4.11 **“Occupy”**, when used in connection with a unit, means the act of staying overnight in a unit. **“Occupant”** is a person who occupies a unit.

4.12 **“Owner”** has the same meaning as the term “unit owner” as defined in the Condominium Act, except that for purposes of interpreting and applying the restrictions related to the use and occupancy of 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.

4.13 **“Primary Occupant”** means the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

DECLARATION OF CONDOMINIUM

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4.14 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.15 “Voting Interest” means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one (1) vote in Association matters. There are 84 units, so the total number of voting interests is 84 votes.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as “Composite Exhibit B as Amended”, and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit identifies the common elements and limited common elements, and their relative locations and dimensions.

5.2 Unit Boundaries. Each unit shall include that part of the building containing the unit 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 Boundary.** The horizontal plane of the undecorated finished ceiling. In a unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the unit, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

(2) **Lower Boundary.** The horizontal plane of the undecorated finished floor. In a unit containing a room in which the floor is raised above the level of the floor in the rest of the unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

(3) **Interior Division.** Except as provided in Subsections 5.2(A)(1) and (2) above, no part of the floor of the upper floor(s), ceiling of the lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the unit.

(B) Perimetrical Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit extended to their planar intersections with each other and with the upper and lower boundaries.

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(C) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the unit.

(D) Boundaries - Further Defined. The boundaries of the unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each unit and, further, shall not include those spaces and improvements lying beneath the undecorated and unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other units and/or for common elements. No part of the interior nonboundary walls within a unit shall be considered a boundary of the unit.

(E) Exceptions and Conflicts. In the case of any conflict between the boundaries of the unit as above described and the dimensions of the unit shown on Exhibit B, the above provisions describing the boundary of a unit shall control, it being the intention of this Declaration that the actual as built boundaries of the unit as above described shall control over erroneous dimensions contained in Exhibit B attached hereto, and in the event it shall appear that any dimension shown on Exhibit B attached hereto is erroneous, the Association, through its Board of Directors, shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any unit owner or Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a unit. In the case of unit boundaries not adequately described as provided above, the survey of the units contained in Exhibit B should control in determining the boundaries of a unit. In the case of any conflict between the language of this Declaration describing the boundaries of any unit, and in the language contained in Exhibit B describing the boundaries of a unit, the language of this Declaration shall control.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The condominium contains eighty-four (84) units. The owner of each unit also owns a 1/84th undivided share in the common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each unit has certain rights and own a certain interest in the condominium property, including without limitation the following:

(A) The undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

(B) Membership and voting rights in the Association, which is acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

DECLARATION OF CONDOMINIUM

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- (C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the 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, leased 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 Board of Directors, as provided in the Bylaws.

7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5. above. The common elements include without limitation the following:

- (A) The land.
- (B) All portions of the buildings and other improvements outside the units, including all limited common elements.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.
- (D) An easement of support in every portion of the condominium which contributes to the support of a building.
- (E) The property and installations required for access for furnishing utilities and other services to more than one (1) unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is 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 land from the condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

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(A) Utility and Other Easements. The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant easements or relocate any existing easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. If for any reason other than the intentional act of the unit owner or the Association, any unit encroaches upon any of the common elements or upon any other unit, or any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees 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 or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Maintenance, Repair and Replacement. A non-exclusive easement shall exist in favor of the Association and its employees, agents and hired contractors through the units and common elements for maintenance, repairs and replacements.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and passes with the title to the unit, whether or not separately described. As long as the condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

Each unit may have, to the extent applicable and subject to the provisions of this Declaration, as limited common elements appurtenant thereto:

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(A) Lanais. Any lanai (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular unit or units to the exclusion of others shall be a limited common element of such unit(s).

(B) Miscellaneous Areas, Equipment. Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular unit or units shall be limited common elements of such unit(s).

(C) Garages. There is shown on Exhibit "B" garages set aside for the exclusive use of each unit and identified by a like number as the unit to which it is associated as a limited common element.

(D) Foyers. Any foyer serving as direct access for the exclusive use of a second floor unit shall be a limited common element of such unit.

(E) 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, screens and doors, including all hardware and framings therefor.

9. ASSOCIATION: The operation of the condominium is by Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "D", as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping 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 however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The members of the Association are the record owners of legal title to the units, as further provided in the Bylaws.

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 these 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, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary

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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 and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the condominium.

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

9.8 Purchase of Units. The Association has the power to purchase one (1) or more units in the condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be sold or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.8 and 9.9 above. However, the power to mortgage and to lease association property and common elements shall be exercised solely by the Board of Directors.

9.11 Roster. The Association shall maintain a current roster of names, mailing addresses and e-mail addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to individual unit owners for personal injury or property damage 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 levy 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. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges

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against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6. of the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance 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 amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units is a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire condominium, the cost of such services shall be a common expense.

10.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds 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. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable 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 20.3 below as to certain first mortgagees, whenever title to a condominium parcel is transferred for any reason, the new owner becomes jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on 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 otherwise provided in Section 20.3 below as to certain first mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorneys' fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

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10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its 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 lien rights.

10.11 Certificate as to Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that

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are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water pipes, up to the individual unit cut-off valve.
- (C) Cable television lines up to the wall outlet.
- (D) Main air conditioning condensation drain lines.
- (E) Main sewer lines, up to the point where the individual unit sewer lines connect.
- (F) All installations, fixtures and equipment located within one (1) unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one (1) unit or the common elements.
- (G) The exterior painted surface of the main entrance doors to the units.
- (H) All exterior building walls, including painting, waterproofing, and caulking.
- (I) Lanai railings and screens.
- (J) All parking spaces.
- (K) Exterior of all garages and garage door panels.
- (L) Painting, maintenance, repair and replacement of all exterior walls of the building.
- (M) Maintenance, repair and replacement of the concrete slabs.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his predecessor in title.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair and replacement of window screens, windows and window glass, and related hardware.

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- (B) The main entrance door to the unit, its interior surfaces, door frame and all related hardware.
- (C) All other doors within or affording access to the unit, including all sliding glass doors, sliding screens, door frames and related hardware.
- (D) The electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning, and heating equipment, including but not limited to compressors, thermostats, ducts and installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window frameworks, hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (M) All interior, partition walls which do not form part of the boundary of the unit.
- (N) Paint and surface of the interior walls, including floor and ceiling of any garage.
- (O) Interior garage doors and related hardware.
- (P) Unit stairs, stairwells and railings.

11.3 Other Unit Owner Responsibilities:

(A) Lanais. Where a limited common element consists of a lanai area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning, painting and care of the walls, floor and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. If the unit owner has covered, or enclosed a lanai with prior written approval of the Board of Directors, the maintenance, repair, replacement and insurance of such approved covering, or enclosure shall be the responsibility of the unit owner.

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(B) Interior Decorating. Each unit owner is responsible for all 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.

(C) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

(D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

(E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for:

- (1) Insurance, maintenance, repair and replacement of the modifications, installations or additions;
- (2) The costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions; and
- (3) The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property for which the Association is responsible.
- (4) Damage to the modifications, installations or additions caused by work being done by the Association.

(F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) is/are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(G) Interior Modifications. Interior modifications to a unit shall in no event alter the status of the lanai as a limited common element of such unit.

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11.4 Alteration of Units or Common Elements by Unit Owners.

(A) Material Alterations or Substantial Additions. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the condominium, including garage doors, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or in whole.

(B) Visible Modifications. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the condominium.

(C) Interconnections. Interconnection between units shall not be permitted.

(D) Exterior Improvements; Landscaping. Unit owners shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his unit, without the prior written consent of the Association.

11.5 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance 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 the real property owned by the Association costing more than \$30,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose. Therefore, up to \$30,000 in the aggregate worth of material alterations or substantial additions may be made in any calendar year by the Association with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.6 Enforcement of Owner's Maintenance Responsibilities. The owner of a unit has a legal duty to maintain, repair and replace, at his own expense, his unit and the limited common elements serving his unit, except for those limited common elements required to be maintained by the Association, as provided in this Section 11. Each unit owner also has a duty to maintain his unit, any limited common element whose exclusive use is appurtenant to the unit, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements, the personal property of other owner or occupants. If any condition, defect or malfunction, resulting from the owner's failure to perform these duties causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance, as well as

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reasonable attorneys fees and other expenses of collection, if any. The owner of each unit is also liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his negligent act or failure to act or by that of any member of his family or his guests, employees, agents, or tenants. If any owner fails to maintain the unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy the failure.

11.7 Association's Access to Units; Damage Caused by Condition in Unit. The Association has the irrevocable right of access to the units during reasonable hours, when necessary for the maintenance, repair, or replacement of the common elements, as well as any portion of the unit to be maintained by the Association pursuant to the Declaration. The Association also has the right to enter units as necessary to prevent, mitigate or repair damage to the common elements or to other units. If any condition, defect or malfunction is discovered to be causing or threatening to cause such damage, and one (1) or more units involved (or potentially involved) is not occupied, the Association may enter the unoccupied unit with or without prior notice to or consent of the tenant or the owner, and take reasonable action sufficient to correct the problem, mitigate damage or prevent its further spread. The costs of such action shall be chargeable to the owner of the unit entered, unless the work done ordinarily was the responsibility of the Association. The Association may, but is not obligated to, repair the damage to property inside the unit, with the prior consent of the unit owner. The Association's right of access also includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms, as well as the right, but not the duty, to enter under circumstances where the health or safety of resident may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.8 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

11.9 Hurricane Shutters. Notwithstanding any provision to the contrary above, the Board of Directors shall adopt as required by law a model, style and color of hurricane shutter as a standard for use in the condominium. No hurricane or storm shutters except the standard model, color and style adopted by the Board of Directors shall be installed upon the condominium.

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12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units. Except as otherwise provided herein, each unit shall be occupied by only one (1) family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit, including, but not limited to visitation of the home by clients, customers, suppliers or other business invitees or door to door solicitation of residents. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. If the owner or his family who permanently reside with him are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied only in accordance with the following:

(A) **Use of Unit By Others.** Any one (1) person who is the parent, step parent, sibling, step sibling, child or step child of the unit owner or of the unit owner's spouse, if any, may occupy the unit in the absence of the unit owner for a period not to exceed thirty (30) days. That person's spouse and children, if any, may accompany him or her. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty (60) days.

(B) **Notice to Association.** A unit owner intending to allow occupancy under (A) above shall give notice to the Association prior to such occupancy, or as otherwise provided in the Rules and Regulations.

12.3 Exceptions. Upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the restrictions contained in Section 12.2 above as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one (1) exception shall not be construed as a precedent for later exceptions.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit together with the unit owner, so long as the total number of persons occupying the unit does not exceed two (2) persons per bedroom or den.

12.5 Minors. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets.

(A) **Number.** The owner of each unit may keep two (2) small pets, of a normal domesticated household type (such as a cat, dog or two caged birds) in the unit whose combined weight does not exceed thirty (30) pounds. The pet must be carried under the owner's arm or be leashed at all times while on the condominium property outside of the unit. Unit owners or occupants of a unit may maintain one (1)

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fish tank not to exceed 55 gallons. In no event shall household pets be kept, bred, or maintained for any commercial purpose.

(B) Privilege to Keep Pets. The ability to keep 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 source of unreasonable annoyance to other residents of the condominium. No pets of any kind are permitted in leased units. No reptiles, monkeys, rodents, amphibians, poultry, swine or livestock may be kept in or on the condominium property.

(C) Waste Disposal. Unit owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be caged or leashed at all times when outside the unit. Pets may not be tied up or leashed to any object on the condominium property. No pets shall be allowed in the recreation area or facilities. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section 12.6 shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as provided in the condominium documents) and/or to require any pet to be permanently removed from the condominium property.

(D) Other Rules and Regulations Regarding Pets. Without limiting the right of the Association to establish policies in other matters affecting the condominium, the Association may make additional reasonable rules and regulations regarding pet ownership in the condominium.

12.7 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another 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.

12.8 Signs. No person may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere within the condominium or on the condominium property, including those posted in windows of buildings or motor vehicles.

12.9 Use of Common Elements. Lanais and other common elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and other common elements shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Authorized grills may be used on the driveway; however, no grilling is permitted on any lanai.

12.10 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the condominium property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth. Notwithstanding

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the foregoing and any provisions of this Declaration, the Articles, By-Laws or the Rules and Regulations, the Association shall not be liable to any person(s) for its failure to enforce the provision of this Subsection.

12.11 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, wood, etc., will be permitted throughout the unit, provided, however, use of a hard and/or heavy surface floor covering in any location within the unit must be submitted to and approved by the Board of Directors and also meet applicable structural requirements. Any change in flooring from that which was originally installed in the unit must be approved by the Board of Directors. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the unit owner's expense. All other areas of the unit which do not receive the approved hard and/or heavy surface floor coverings, are to receive sound absorbent, less dense floor coverings, such as carpet. No carpet of any type may be placed on the lanai, unless the lanai is enclosed. Floor coverings on lanais shall be limited to a maximum composite thickness of ½" and a maximum composite weight of four pounds per square foot including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors and compatible with the structural and architectural designs. The Board of Directors will have the right to specify the exact material used on lanais. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

12.12 Vehicles and Parking. No motor vehicle shall be parked anywhere on any part of the condominium property other than paved areas intended for use as parking spaces. No vehicle shall be parked in such a manner as to impede or prevent access to any other unit owner's garage or other parking space. Garages shall be used by the unit owners or tenant, their guests and invitees and shall primarily be used to park only conventional private passenger automobiles and conventional passenger vans.

(A) **Definitions.** Conventional passenger vans shall include mini-vans (such as the Dodge Caravan, Ford Aerostar and other vehicles of similar size and configuration) plus other passenger vans with windows. No panel vans are permitted. Sport utility vehicles (such as the Jeep Cherokee, Nissan Pathfinder and other vehicles of similar size and configuration) shall also be included in this classification.

(B) **Garage Parking.** All owner/tenant vehicles must first be parked inside the garage to the maximum capacity of that garage as originally constructed. Unit owners with a two (2) car garage may keep a total of three (3) vehicles on the condominium property with two (2) vehicles parked or stored within their garage and one vehicle parked or stored in the driveway outside of the garage. Unit owners with a one (1) car garage may keep a total of two (2) vehicles on the condominium property with one (1) vehicle parked or stored within their garage and one (1) vehicle parked or stored in the driveway outside of the garage.

(C) **Prohibition.** At no time may any unit owner, their guests, invitees, tenants or assigns park, keep or store more than the number of motor vehicles set forth for their unit in Section (B) above, on any part of the condominium property except for temporary parking in the guest spaces by day or overnight guests. Except for service vehicles temporarily present on business, no pick-up trucks, trucks, motor homes, recreational vehicles, off-road vehicles, motorcycles, trailers, campers, boats or boat trailers,

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jet-skis, jet-ski trailers, swamp buggies, buses, tractors, semi-trucks or vehicles with a tire size more than thirty-three (33) inches high shall be parked, stored or left standing on any part of the condominium property. Motorized scooters or pocket bikes of any kind may not be operated, parked, stored or left standing on any part of the condominium property. Any vehicle improperly parked on any part of the condominium property or any unauthorized vehicle, may be towed by the Association at the expense of the owner of the vehicle.

(D) Inoperable, Unlicensed, Unpainted or Wrecked Vehicles. No inoperable or unlicensed vehicles shall remain within any part of the condominium property for more than twenty-four (24) hours, and no repair of vehicles (such as mechanical repairs, draining of coolants, changing oil or other similar operations) shall be made within any part of the condominium property other than emergency repairs (such as changing tires). Any vehicle which is untagged, wrecked, junked, partially dismantled, in inoperative or abandoned condition, whether attended or not, is not permitted on any part of the condominium property. No vehicle of any kind in serious need of visual repair (unpainted surfaces, perforated rust, etc.) shall be parked on any part of the condominium property for more than four (4) hours.

(E) Modified or Customized Vehicles. All highly customized vehicles must be approved by the Board of Directors. Upon prior written approval from the Association, a unit owner or his tenant, may use a truck to move personal property to or from the unit for a period not to exceed forty-eight (48) continuous hours.

(F) Registration of Vehicles. If required by the Association, all vehicles must be registered with the Association and must display an Association registration identification on the rear bumper or window.

13. 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.

13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, and all other prospective occupants under the lease, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

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(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:

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

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

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

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(F) **Manager Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a lease. If the Manager, after reviewing a lease and all information provided by the applicant, determines that he will not approve the lease, the Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 13., the Board of Directors shall have twenty (20) days after the receipt of the lease from the Manager in which to approve or disapprove the lease.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than one (1) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than nine (9) months, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. Which calendar year a lease occurs in shall be determined by the first date of occupancy permitted under the lease.

13.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one (1) additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of occupants of a leased unit is limited to two (2) persons per bedroom.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit. If the lessee and all of his family members within the first degree of relationship are absent, no other person may occupy the unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term, except as the guest of another unit owner.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a

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renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

14. OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership:

(A) One Person. A unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Two or More Persons. Co-ownership of units by two (2) or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. 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 elsewhere herein. The intent of this provision is to allow flexibility in estate, financial 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 approval of a trustee, corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action. If the ownership of a unit is such that the designation of a primary occupant is not required, the unit owner may, nevertheless, choose to designate one (1), subject to Board approval.

(E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the

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only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

14.2 Transfers.

(A) Sale or Gift. No unit owner may dispose of a unit or of any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any owner acquires title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval of any devisee or heir who was the prior owner's lawful spouse at the time of death is not required. The approval shall not be denied to any devisee or heir who was related to the owner by blood or adoption in the first degree.

(C) Other Transfers. If any person acquires title in any manner not covered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) Manager Approval. To facilitate approval of sales proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a sale. If the Manager, after reviewing a contract for sale and all information provided by the applicant, determines that he will not approve the sale, the Manager shall forward the proposed contract and all documentation to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 14., the Board of Directors shall have twenty (20) days after the receipt of the contract and all material from the Manager in which to approve or disapprove the sale.

14.3 Procedures.

(A) Notice to Association.

(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 thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy

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or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.

(3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

(4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than thirty (30) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(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:

- (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (b) The person seeking approval has a record of financial irresponsibility.
- (c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (d) The person seeking approval has a history of disruptive behavior;
- (e) The person seeking approval has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

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(f) The transfer to the person seeking approval would result in that person owning legal or beneficial title to more than two (2) units in the condominium;

(g) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

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

(2) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, the original proposed purchaser shall be deemed approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

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

15.1 By the Unit Owner.

(A) Insuring the Unit. Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title.

(B) Insurance Required. Each unit owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection.

(C) Casualty and General Liability Insurance. Each unit owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their unit and for their personal liability arising in the use of their own unit and other areas of the common elements for which they have exclusive use, or for which they have an obligation to repair or replace.

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

15.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the condominium property that the Association is required to insure, as well as all association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

(B) **Flood.** In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.

(C) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(D) **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(E) **Workers' Compensation.** The Association shall maintain Workers' Compensation insurance if required by law.

(F) **Statutory Fidelity Bonding or Insurance.** For all persons who control or disburse funds of the Association.

(G) Directors and Officers Liability.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

(A) Workers' Compensation insurance.

(B) Boiler and Machinery coverage (includes breakdown on air conditioning units).

(C) Broad Form Comprehensive General Liability Endorsement.

(D) Elevator Liability & Elevator Collision.

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- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.
- (G) Endorsement for loss by operation of local ordinance.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection and copying by unit owners or their authorized representatives 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 the unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

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 from policies purchased by the Association shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the 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 received on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C) 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. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.
- (D) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

15.8 Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the unit owners in the following manner:

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(A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the costs as provided in Sections 15.7 (A) and (B). Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

(C) Failure to Repair or Reconstruct. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as 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. REPAIR OR RECONSTRUCTION AFTER CASUALTY: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one (1) or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair.

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

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds 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 caused by a common occurrence whereby at least three-fourths (3/4) of the total units cannot reasonably be rendered habitable within sixty (60) days. Should such "very substantial" damage occur:

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(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 4.16 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the condominium, subject to the following:

(1) If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifteen percent (15%) of the total annual budget for the condominium in the year in which the casualty occurred, the condominium shall be repaired and reconstructed unless at least two-thirds (2/3) of the total voting interests of the condominium vote for termination, in which case the condominium shall be terminated.

(2) If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the condominium in the year in which the casualty occurred, the condominium shall be terminated, and the property removed from the provisions of the Condominium Act, unless at least two-thirds (2/3) of the total voting interests of the condominium vote against termination. If the requisite number of unit owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least a majority of the Directors shall be conclusive, and shall be binding upon all persons.

16.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is a balance of insurance proceeds left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7(C) above.

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16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and repairs and reconstruction are not begun and completed within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include termination of the condominium and partition of the former condominium property. For the purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within twelve (12) months following the damage or destruction, and is completed within twelve (12) months thereafter.

16.6 Plans and Specifications. Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors and by the owners of at least three-fourths (3/4) of the units. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his mortgagee, if any.

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 to the portion taken. Awards for the 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 special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

17.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after a taking by condemnation or eminent domain will be determined in the same manner provided for determining whether damaged property will be repaired or reconstructed or after a casualty.

17.3 Disbursement of Funds. If the condominium is terminated, the proceeds of all awards and other payments will be deemed association property and shall 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, but the size of the condominium will be reduced, the owners of units to be diminished or eliminated, if any, will first 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 disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with a condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the size of a unit must be reduced, and the remaining portion of the unit can be made habitable, 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 habitable. If the cost of doing so exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

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(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 materially reduced, the number representing the share in the common elements appurtenant to the unit shall be reduced in the same proportion as the floor area of the unit is reduced, and the shares of all unit owners in the common elements shall be proportionately restated by an amendment of the Declaration adopted under Section 718.110(4), Florida Statutes.

17.6 Unit Made Not Habitable. If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, 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 award shall be paid to the owner of the unit and to each mortgagee of the unit as their interests may appear, the remittance being made payable jointly to the owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, any remaining portion of the unit shall become part of the common elements and shall be placed in condition for use by some or all unit owners in a 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 changed number of units. 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 after the adjustment.

(D) Assessments. If the award to the Association for damage to the common elements resulting from a taking is not sufficient to pay the cost of converting the remaining portions 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 affected by the taking.

17.7 Taking of Common Elements. Awards for the taking of common elements only shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall become part of the common surplus.

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation or eminent domain shall be accomplished by amending this Declaration and Exhibits "A" and "B" in conformity to the changes mandated by Sections 17.5 and 17.6 above. Such amendments need be approved only by the owners of a majority of the units. Approval of, or joinder by, lien holders is not required for any such amendment.

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

18.1 Agreement. The condominium may be caused to be terminated at any time by written agreement of the owners of at least three-fourths (3/4) of the units, and the Mortgagees of record.

18.2 Very Substantial Damage. If the condominium suffers "very substantial damage" to the extent defined in Section 16.3 above, and it is not decided as therein provided that the condominium will be reconstructed or repaired, the condominium form of ownership of the property in this condominium will be terminated.

18.3 Certificate of Termination. The termination of the condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all unit owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the condominium property or association property, without need for further conveyance. Beneficial title to the former condominium and association property is owned by the former unit owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements. Upon termination, each lien encumbering a condominium parcel shall be automatically transferred to the equitable share in the condominium property attributable to the unit encumbered by the lien, with the same priority.

18.4 Wind-up of Association Affairs. The termination of the condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

18.5 Trustee's Powers and Duties. The Termination Trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Section. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses incurred by the Termination Trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former condominium and association property, or other association assets, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and

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instructions. In the event of the resignation or incapacity of the Trustee, a successor Trustee may be appointed by the Circuit Court on the petition of the Association.

18.6 Partition; Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former condominium and association property within 1 year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

18.7 New Condominium. The termination of the condominium does not bar creation of another condominium including all or any portion of the same property.

18.8 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19. RIGHTS AND REMEDIES:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;
- (B) A unit owner;
- (C) Anyone who occupies or is a tenant or guest in a unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver

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of the right of the Association or member to enforce such right, provision, covenant or condition in the future. 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 Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by the Association on behalf of a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the condominium documents.

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5, 17.6 and 17.8.

20.2 Notice of Casualty or 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 an affected unit shall be entitled to notice of such event from the Association.

20.3 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the liability of the first mortgagee for the unpaid common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the first mortgagee's acquisition of title, shall be limited to the amount the first mortgagee is required to pay under the Condominium Act, as it may be amended from time to time. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one (1) or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

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20.5 Right to Inspect Books. The Association shall make available to mortgagees requesting same current copies of the condominium documents and the books, records and financial statements of the Association. "Available" means ready for inspection, within a reasonable time after receipt of a written request from the mortgagee, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. A mortgagee is entitled, upon written request, to a copy of the most recent financial report or financial statement of the Association.

20.7 Lender's Notices. Upon written request to the Association, any mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of sixty (60) days or longer in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.

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

The failure of the Association to provide such notice shall not be grounds for liability.

21. AMENDMENT OF DECLARATION: All amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by at least one-fourth (1/4) of the voting interests.

21.2 Procedure. Upon any amendment to this Declaration being proposed as provided above, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration shall be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

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

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21.5 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to any unit, or change the proportion or percentage by which the owner of a unit shares the common expenses and owns the common elements and common surplus, unless the record owner(s) thereof, and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units approve the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the mortgagees of units or as otherwise required by the FHLMC or the FNMA without the consent of said mortgagees in each instance; any mortgagee consent shall not be unreasonably withheld. No amendment shall make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Fire or Other Casualty", or "Condemnation", which amendment materially affects the rights or interests of a First Mortgagee, unless the First Mortgagee shall join in the amendment. Such joinder shall not be unreasonably withheld. The provisions of this Subsection 22.5 (Section 8.4 in the original Declaration) may not be amended in any manner. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words to be inserted in the text shall be underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language; "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

21.6 Correction of Errors. If there is an 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. MISCELLANEOUS:

22.1 Master Association. The condominium is subject to the rules, regulations, conditions, covenants and other matters contained in the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for The Vineyards of Naples (hereinafter referred to as the "Master Declaration"), recorded in Official Records Book 1763, Page 1228 et seq., Public Records of Collier County, Florida, as amended. In the event of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

22.2 Severability. The invalidity or unenforceability 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, or any recorded exhibit to this Declaration, shall not effect the remaining portions thereof.

22.3 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

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22.4 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 Articles of Incorporation or Bylaws, the Declaration shall control.

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

22.6 Exhibits. There are hereby incorporated into this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

22.7 Number and Gender. Whenever the context so requires, the use of the plural shall include both the singular and the plural, and the use of any gender shall be deemed to include all genders.

22.8 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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EXHIBITS TO DECLARATION

The exhibits listed below were recorded on March 20, 1996, together with the Declaration of Condominium of Clubside Reserve at the Vineyards, a Condominium, by Declaration created on the same date, at Book 2160, Page 1380 *et seq.*, Public Records of Collier County, Florida.

- The following Exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - SURVEY, PLOT PLANS & FLOOR PLANS

- In addition, the following Exhibits are completely amended and restated, and the Restatements are attached hereto and recorded herewith:

EXHIBIT "C" - ARTICLES OF INCORPORATION OF THE ASSOCIATION

EXHIBIT "D" - BYLAWS OF THE ASSOCIATION

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 12, 2005, for CLUBSIDE RESERVE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N95000003807.

OR: 3896 PG: 1578

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of September, 2005



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

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

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CLUBSIDE RESERVE AT THE VINEYARDS
CONDOMINIUM ASSOCIATION, INC.**

FILED
05 SEP 12 AM 10:00
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on August 9, 1995 are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Clubside Reserve at the Vineyards Condominium Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association," is Clubside Reserve at the Vineyards Condominium Association, Inc., and its address is 6175 Reserve Circle, Naples, Florida 34119.

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 Clubside Reserve at the Vineyards, a Condominium, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit 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, except as expressly limited or modified by these Articles, the Declaration of Condominium, the Bylaws or Chapter 718, Florida Statutes, as they may be amended from time to time, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property.

ARTICLES OF INCORPORATION

EXHIBIT "C"

(C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the condominium property.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.

(F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the condominium and the condominium property, 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 enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

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 Bylaws.

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of legal title to one or more units in the condominium, as further provided in the Bylaws. After termination of the condominium, the members shall consist of those who were members at the time of such termination and their successors in interest.

(B) 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.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting, or by approval in writing of a majority of

the voting interests 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 fair statement of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon proper filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as required by law for recording an amendment to the Bylaws.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorneys 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, officer or volunteer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.

(B) Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the person seeking indemnification derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

CERTIFICATE

The undersigned, being the duly elected and acting President of Clubside Reserve at the Vineyards Condominium Association, Inc., hereby certifies that the foregoing was approved and adopted by the affirmative vote of a majority of the members of the Association at a meeting held on August 1, 2005, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety; and the amendment and restatement is adopted in the form attached hereto and made a part hereof.

Executed this 31 day of August, 2005.

**CLUBSIDE RESERVE AT THE VINEYARDS
CONDOMINIUM ASSOCIATION, INC.**

Don Bucknam

Don Bucknam, President
6230 Reserve Circle #703
Naples, FL 34119

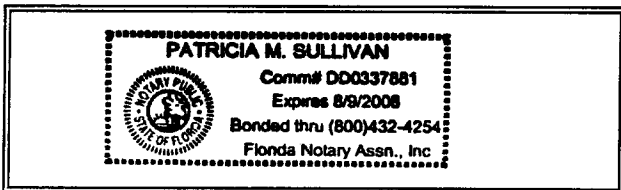
Attest:

Shirley Ramstedt
Shirley Ramstedt
Secretary

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 31st day of August, 2005 by Don Bucknam, as President, and Shirley Ramstedt, as Secretary, of Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or did produce _____ as identification.



Patricia M. Sullivan
Signature of Notary Public

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

ARTICLES OF INCORPORATION

EXHIBIT "C"

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

**AMENDED AND RESTATED
BYLAWS
OF
CLUBSIDE RESERVE AT THE VINEYARDS
CONDOMINIUM ASSOCIATION, INC.**

1. GENERAL. These are the Amended and Restated Bylaws of Clubside Reserve at the Vineyards Condominium Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a residential condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at 6175 Reserve Circle, Naples, Florida 34119. The principal office of the Association shall be at the condominium or at such other place within the county in which the condominium is located, as the Board of Directors may determine.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal may be required.

1.3 Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as an Exhibit.

2. MEMBERS. The members of the Association are the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining use rights. If a unit is subject to a life estate, the life tenant is deemed the unit owner, and joint life tenants are deemed joint owners for the purposes of this provision. Membership becomes effective upon the occurrence of the last to occur of the following events.

(A) Designation a primary occupant, if required, as provided for in Section 14 of the Declaration of Condominium.

(B) Approval of the transfer of ownership by the Board of Directors as provided for in Section 14 of the Declaration of Condominium.

(C) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

(D) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

BYLAWS

EXHIBIT "D"

-1-

2.2 Voting Rights; Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one (1) natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more natural persons who are not acting as trustees, that unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted on that issue. If the owner of a unit is not a natural person or is a trustee, the vote of that unit shall be cast by the unit's primary occupant, designated as set forth in Section 14.1 of the Declaration of Condominium.

2.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2 above, and the membership of the prior owner shall thereby be automatically terminated.

2.5 Termination of Membership. 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 condominium during the period of his membership, nor does it impair any rights or remedies 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.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in the county in which the condominium is located, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members and to the extent possible, no later than thirteen (13) months after the last preceding Annual Meeting. During the annual meeting, ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special meetings of the members must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of all meetings of the members must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery if a written waiver of mailing is obtained, or may be provided by electronic transmission to the unit owners who so consent.

The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, delivered or transmitted at least fourteen (14) days before the meeting. If the Association is informed that a unit has been transferred after notice has been mailed, no separate notice to the new owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. Notice of unit owner meetings, except unit owner meetings called to recall the board members under Section 718.112(2)(j), Fla. Stat., may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with a detailed agenda shall be posted in a conspicuous place on the condominium property or association property or may be provided by electronic broadcast to the members for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each owner, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least a majority of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. "Limited proxies" shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. "General proxies" may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time and place of the meeting for which it is given. The original must be delivered to the Secretary at or before the time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxyholder, but the proxyholder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. The order of business at the annual members' meetings shall be substantially as follows:

- (A) Counting of ballots in Election of Directors (if necessary)
- (B) Call of the roll or determination of quorum
- (C) Reading or disposal of minutes of last members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. Minutes of all meetings of the members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and for at least seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Robert's Rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws if so determined by the Board of Directors. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the members at a meeting of the members held on said date. Within ten (10) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this section, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5). In order to provide for continuity of experience the Association has established a system of staggered terms. All Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his or her successor is to be duly elected. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a unit owner or the primary occupant of a unit, or the spouse of the owner or primary occupant.

4.3 Elections. Unless Section 4.3.1 below applies, in each annual election the members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to unit owners who so consent, to each unit owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any unit owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Candidates may also be nominated by any other method permitted by law.

(B) **Second Notice; Candidate Information Sheets.** If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, the Association shall include a "candidate information sheet" (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(C) **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by lot or by any other method required or permitted by law.

4.3.1 Annual Elections, Alternate Method. To the extent allowed by the Condominium Act, and if at least a majority of the voting interests have voted to do so, elections may be conducted as follows: At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. The nominating committee, if any, shall nominate its recommended candidates for the office of Director on the floor at the annual meeting, at which time any other eligible person may also be nominated as a candidate. Directors shall be elected by a plurality of the votes cast in person or by proxy

at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being intended that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. The votes may be broken by agreement among the candidates who are tied, or if there is no agreement, by a run-off election.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term shall be appointed or elected as follows:

(A) Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. If a vacancy is not so filled or if no Director remains, the replacement may be elected by the members or, on the petition of any member, by appointment of the Circuit Court of the county where the condominium is located.

(B) If a vacancy occurs on the Board as a result of an increase in the number of Directors or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum, but only for a term of office continuing until the next annual election of Directors by the members, at which time the members shall elect a successor to fill the remaining unexpired term, if any.

(C) If vacancies occur on the Board as a result of a recall, and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, which provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

(D) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Director may not take office until the vacancy occurs.

4.5 Recall of Directors. Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be recalled. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in the county in which the condominium is located, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days before the day of the meeting.

4.8 Notice to Owners. Except as otherwise provided by law or elsewhere in this Section 4, all meetings of the Board of Directors shall be open to attendance by the unit owners. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so. Notice of meetings of the Board of Directors may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A notice and agenda of all Board meetings must be posted conspicuously on the condominium property or association property for at least forty-eight (48) continuous hours in advance of each meeting, except in an emergency, and subject to the following special circumstances:

(A) **Agenda.** The agenda shall be a fair description of all matters to be discussed at the meeting.

(B) **Assessment to be Considered.** Notice of any Board meeting at which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and disclose the nature of such assessments. Notice of any Board meeting at which a special assessment will be considered must also be mailed to the owners of each unit and posted conspicuously on the condominium or association property at least fourteen (14) days before the meeting, except in an emergency, and an affidavit of mailing must be retained as proof of mailing.

(C) **Budget Meetings.** Notice of any Board meeting held to formally adopt a budget, or to amend a previously adopted budget, must be mailed, delivered or electronically transmitted to unit owners who so consent, to the unit owners as further provided in Section 6.2 below.

(D) **Meetings with Legal Counsel.** Meetings between either the Board or a committee, and legal counsel, regarding proposed, impending or ongoing litigation, to the extent the meeting is held for the purpose of seeking or rendering legal advice regarding that litigation, may be held without notice to unit owners and may be closed.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.11 Vote Required for Action. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A

Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against an action, or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice President, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may 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 condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Notice of meetings of committees may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. Meetings of a committee for the purpose of taking final action on behalf of the Board, or to make recommendations to the Board regarding a budget, must be noticed and conducted with the same formalities as are required for Board meetings in Section 718.112(2)(c), Florida Statutes, as amended. To the greatest extent permitted by law, meetings of all other committees are exempt from this requirement.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Sections only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to any of the following:

- (1) a state of emergency declared by local civil or law enforcement authorities
- (2) a hurricane warning
- (3) a partial or complete evacuation order
- (4) a federal or state "disaster area" status
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest or act of terrorism, or other similar event.

An "emergency" also exists for purposes of this Section during any period of time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. A good faith determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of all Directors at any meeting. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice President. Any officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other

contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice Presidents. The Vice Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. He shall give, or cause to be given, proper notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one (1) has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in federally insured accounts or investments with such financial institutions authorized to do business 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.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses in advance for each fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed, delivered or electronically transmitted to the owner of each unit not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications, including without limitation those specified in Section 718.504(20)(c) of the Condominium Act, if applicable.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement,

building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of \$10,000 or more. The amount to be reserved shall be computed by a formula based upon estimated remaining life and replacement cost of each item. These reserves must be funded unless the members of the Association have, by a majority vote of those present in person or by proxy at a duly called meeting of the Association, determined 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 in Section 6.2 above. Reserves funded under this paragraph, and any interest thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interests present, in person or by limited proxy, at a members' meeting called for the purpose.

6.4 Other Reserves. In addition to the statutory reserves described in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements, deferred maintenance or special projects. The purpose of these 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.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. The quarterly installments shall be equal in size, except that if an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a special assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks or have access to Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds is a common expense.

6.8 Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and completed financial statements for the year, meeting the requirements of Section 718.111(13) of the Condominium Act, prepared by an independent certified public accountant. Within twenty-one (21) days after the financial statements are received by the Association from the accountant, the Association shall distribute to the owners a copy of the statements or provide notice that a

copy will be distributed without charge to any owners providing written request for a copy. These full reporting requirements of Section 718.111(13), Florida Statutes, may be waived for a fiscal year pursuant to the Statute by approval of at least a majority of the voting interests present in person or by proxy at a meeting called for the purpose and held prior to the end of the fiscal year.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report made available to all members.

6.10 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association.

(A) Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners, and uniformly applied and enforced.

(B) Copies of such rules and regulations shall be furnished to each unit owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following shall apply:

8.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

(A) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing 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 specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine.

(B) Hearing: At the 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 to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a committee of three (3) non-Director unit owners appointed by the Board. If the committee, by majority vote, does not agree with the fine, the fine may not be levied. If the committee agrees with the fine, the Board shall levy the fine.

8.2 Mandatory Non-Binding Arbitration. In the event of any dispute as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the condominium property free from unreasonable disruptions and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board, signed by at least one-fourth (1/4) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved at least two-thirds (2/3) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, which certificate 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. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

10. MISCELLANEOUS.

BYLAWS

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EXHIBIT "D"

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict between these Bylaws and the Declaration of Condominium or Articles of Incorporation should exist or arise, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.