

NOTE:  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR**

**FOUNTAINHEAD AT THE VINEYARDS**

THIS DECLARATION, is made this 16<sup>th</sup> day of October 1995 by Fountainhead Development Corporation, a Florida corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

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

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

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

**PLAN OF DEVELOPMENT**

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

The Master Declaration was created by The Vineyards Development Corporation, Joseph G. Procacci and Michael S. Procacci, as tenants in common, the Developer of The Vineyards, to provide for the preservation and maintenance of the appearance, values and amenities of The Vineyards. The said Master Declaration provides for separately developed and designated residential areas. These

areas, each known as a "Neighborhood", as the term is defined in the Master Declaration, are governed by The Vineyards Community Association, Inc. ("Master Association").

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

**ARTICLE I**  
**DEFINITIONS**

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

1.2 "Association" shall mean and refer to **FOUNTAINHEAD AT THE VINEYARDS Neighborhood Association, Inc.**, its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II**  
**PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**  
**IN THE ASSOCIATION**

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

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

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

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

**ARTICLE IV**  
**COVENANTS FOR MAINTENANCE ASSESSMENT**

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

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

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

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

**2. all landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;**

**3. all equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;**

**4. Fences, signs, street lights and fountains located on the Common Areas;**

**5. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas and utility easements;**

**6. Painting of fences and entry gates that are part of or appurtenant to improvements constructed on the Common Areas;**

**B. Maintenance or repair of automatic entry system and gates into the Properties, electrical lighting, and other necessary utility services for the Common Areas and non-potable water to service the sprinkler system in the Common Areas and on the Lots;**

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

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

**E. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;**

**F. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;**

**G. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;**

**H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;**

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

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

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

**4.4 In addition to the annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board.**

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

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

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

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



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

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

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

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

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

B. All Common Areas as defined in Article 1, Section 1.4.

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

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

**ARTICLE V  
MAINTENANCE OF LOTS**

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

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

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

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

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

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

5.5 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

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

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

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

**ARTICLE VI**  
**ARCHITECTURAL CONTROL AND RECONSTRUCTION**

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

6.2 At such time as the Master Association declines or fails to exercise architectural review rights, the architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members, who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least

**one Lot in the Properties. Members of the ARB as to whom Declarant may relinquish the right to appoint and all members of the ARB after Declarant no longer owns at least one Lot in the Properties shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.**

**6.3 Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.**

**6.4 If the Master Association no longer exercises architectural review rights, the ARB shall have the following powers and duties:**

**A. To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendment thereto shall be consistent with the provisions of this Declaration and the Master Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the architectural planning criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification;**

**B. To require submission to the ARB of two complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Lot in the Properties. The ARB may require such additional information as may reasonably be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria;**

**C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Properties, and which is visible from the outside of any Lot. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association and evidence thereof may be made by a certificate, in recordable form, executed under seal by any officer of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within**

thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive; and

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

**ARTICLE VII**  
**USE RESTRICTIONS**

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

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

7.2 No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant or of the Association after Declarant has conveyed the last Lot which Declarant owns in the Property.

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

7.4 No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view. All garage doors must remain closed except upon entering or exiting the garage.

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

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

**7.7 No sign of any kind, including "For Sale" or "Open House" signs, or any other sign or advertisement of any kind, including without limitation those of realtors, contractors and subcontractors, shall be displayed to public view on any Lot or Common Area, including signs placed in windows, except a sign identifying FOUNTAINHEAD AT THE VINEYARDS, street or traffic control signs, signage placed by or at the authorization of Vineyards Development corporation or Vineyards Realty, Inc. The Declarant and the Master Association shall have the right to remove any signs erected in violation of this provision. Neither the Declarant nor the Master Association shall be liable to the owner of the Lot upon which such an unauthorized sign is posted, for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such removal.**

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

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

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

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

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

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

7.14 No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Lot Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement.

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

**ARTICLE VIII**  
**EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR**

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

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

8.3 The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns any Lot) and for the Board, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television

antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its designee, or the said Board shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted Purposes.

**ARTICLE IX**  
**ENFORCEMENT OF COVENANTS**

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

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

**ARTICLE X**  
**TRANSFER OF OWNERSHIP AND LEASING OF LOTS**

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

10.2 Forms of Ownership.

- A. A Lot may be owned by an individual person.
- B. Co-Ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single family housekeeping unit. If co-Ownership is to be by more than two persons, Owner shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the Primary Occupant is the actual Owner.
- C. A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is



not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as lessces and as if the Primary Occupant is the only actual Owner.

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

#### 10.3 Transfers.

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

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

#### 10.4 Leases.

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

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

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

### *ARTICLE XI GENERAL PROVISIONS*

11.1 The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been

recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

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

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

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

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

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

11.6 Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the property submitted to this Declaration, and as described in Exhibit "A", and Declarant may, in its sole discretion, release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners. Such deletions shall be made by the Declarant filing in the

**Public Records of Collier County, an amendment to this Declaration providing for the release of the property from this Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.**

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

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

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

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 16<sup>th</sup> day of October, 1995

Witnesses:

Fountainhead Development Corporation

Laura L Spell  
Signature  
Laura L. Spell

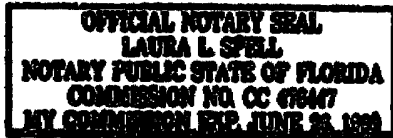
Printed name

By: [Signature]  
H. A. Day, President

[Signature]  
Signature  
LEANNE FARMOSA  
Printed name

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 1995, by H. A. Day, as President of Fountainhead Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.



Laura L Spell  
Notary Public  
Laura L Spell  
Printed Name

This Instrument Prepared By:  
PAMELA S. MAC'KIE, Esq.  
PAMELA S. MAC'KIE, P.A.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963  
(813) 597-4339

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JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 19<sup>th</sup> day of January, 1996, by Southtrust Bank of Southwest Florida, N.A., (Mortgagee") as being the mortgagee and holder of that certain mortgage given by Fountainhead Development, dated on the 27th day of October, 1995, and recorded in Official Records Book 2115, at page 1484, of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").

NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.

Signed in the presence of:

Southtrust Bank of Southwest Florida, N.A.

Witness: Nancy Constantine

Printed Name: Nancy A. Constantine

Witness: [Signature]

Printed Name: Lee D. Selver

[Signature]

Printed Name: Frank N. Woodward

Title: Vice President

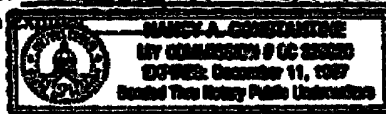
STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 19 day of January, 1996, by Frank N. Woodward, as Vice President of Southtrust Bank on behalf of said Southtrust Bank of Southwest Florida, N.A. S/he is personally known to me and did not take an oath.

This instrument prepared by:  
Pamela S. Mac'Kie, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

NOTARY PUBLIC:  
Nancy A. Constantine

Printed Name: Nancy A. Constantine  
My Commission



**JOINDER AND CONSENT**

THIS JOINDER AND CONSENT is given this 19<sup>th</sup> day of JANUARY, 1996, by Jefferson Bank of Florida (Mortgages") as being the mortgagee and holder of that certain mortgage given by Fountainhead Development Corporation, dated on the 14th day of December, 1994, and recorded in Official Records Book 2011, at page 2296, of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").

NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.

Signed in the presence of:

Jefferson Bank of Florida

Witness: Vicki Fosman

William F. Painter

Printed Name: VICKI FOSMAN

Printed Name: WILLIAM F. PAINTER

Witness: Loren I. Stein

Title: VICE PRESIDENT

Printed Name: LOREN I. STEIN

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 1996, by William F. Painter, as Vice President of Jefferson Bank of Florida on behalf of said Jefferson Bank of Florida. She is personally known to me and did not take an oath.

This instrument prepared by:  
Pamela S. MacKie, Esq.  
5551 Bridgwood Drive, Suite 201  
Naples, Florida 33963

NOTARY PUBLIC:  
VICTORIA H. FOSMAN

Printed Name: VICTORIA H. FOSMAN  
My Commission Expires: \_\_\_\_\_



VICTORIA H. FOSMAN  
My Commission: CC088787  
Expires Mar. 08, 1999  
Bonded by AFE  
800-888-6577

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 14<sup>th</sup> day of December, 1995, by Fifth Third Bank of Florida and Savings Bank, FSB ("Mortgagee") as being the mortgagee and holder of that certain mortgage given by Jerry Wayne Butler, dated on the 17th day of October, 1995, and recorded in Official Records Book 2110, at pages 1198-1207, of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").

NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.

Signed in the presence of:

Fifth Third Bank of Florida and Savings Bank, FSB

Witness:

*Lisa A. Gaffney*

Printed Name:

Lisa A. Gaffney

*Colleen M. Kvetka*

Printed Name:

Colleen M. Kvetka

Witness:

*Dr. Irene M. Wingerter*

Printed Name:

Dr. Irene M. Wingerter

Title:

president

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 1995, by Colleen M. Kvetka, as President of 5/3 Bank of FL, on behalf of said \_\_\_\_\_. S/he is personally known to me and did not take an oath.

This instrument prepared by:  
Pamela S. Mac'Kie, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

NOTARY PUBLIC:

*Lauren J. Beard*

Printed Name:

Lauren J. Beard

My Commission Expires: \_\_\_\_\_



LAUREN J. BEARD  
MY COMMISSION # CC91531 EXPIRES  
October 24, 1999  
BONDED THROUGH FIDELITY AND SURETY, INC.

**JOINDER AND CONSENT**

THIS JOINDER AND CONSENT is given this 11<sup>th</sup> day of January 1996 by Jerry Wayne Butler ("Owner"), having a post office address at 8611 Bindley Mounts Road, Blanchester, OH 45107, as the grantee under that certain Warranty Deed recorded on the 19th day of October, 1995, in Official Records Book 2110, at Page 1196 of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration");

NOW, THEREFORE, Owner hereby consents to and joins in the recordation of the Declaration.

Owner makes no warranty or representation of any kind or nature concerning the Declaration, or the legal sufficiency thereof, disavows and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Owner, nor shall they be construed to create any obligation on Owner to any person relying thereon.

Made as of the day and year first above written.

Signed in the presence of:

Witness: Anne W. Blackburn

Print Name: ANNE W. BLACKBURN

Jerry Wayne Butler  
Jerry Wayne Butler

Witness: Jemma W. Bishop

Print Name: JEMMA W. BISHOP

STATE OF BANGLADESH  
CITY OF DIBRA  
COUNTY OF Embassy of the United States of America

JAN 11 1996

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by JERRY WAYNE BUTLER, who is personally known to me or who provided the following type of identification and who did /did not take an oath.

\_\_\_\_\_  
Type of Identification Provided

D. A. Thompson  
Notary Public

State of DIHAKA, BANGLADESH

DEAN R. THOMPSON  
Printed Name of Notary Public      Dean R. Thompson  
Vice Consul of the

My Commission Expires: INDEFINITELY United States of America

This instrument prepared by  
Pamela S. MacKie, Esq.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963



JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 26 day of January, 1996, by John Baiamonte and Kyoungja Baiamonte ("Owner"), having a post office address at 104000 Overseas Highway, Key Largo FL 33037, as the grantee under that certain Warranty Deed recorded on the 25th day of October, 1995, in Official Records Book 2112, at Pages 1842 of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration");

NOW, THEREFORE, Owner hereby consents to and joins in the recordation of the Declaration.

Owner makes no warranty or representation of any kind or nature concerning the Declaration, or the legal sufficiency thereof, disavows and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Owner, nor shall they be construed to create any obligation on Owner to any person relying thereon.

Made as of the day and year first above written.

Signed in the presence of:

Witness: Patricia Feder

John Baiamonte  
John Baiamonte

Print Name: PATRICIA FEDER

Witness: Sandra A. Walsh

Kyoungja Baiamonte  
Kyoungja Baiamonte

Print Name: Sandra A. Walsh

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 26 day of January, 1996 by John Baiamonte, who is personally known to me or who provided the following type of identification and who did /did not take an oath.

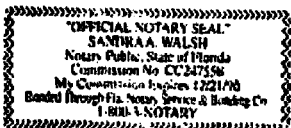
Type of Identification Provided

Sandra A. Walsh  
Notary Public

State of Florida

Sandra A. Walsh  
Printed Name of Notary Public

My Commission Expires: 12/21/96



This instrument prepared by  
Pamela S. MacKie, Esq.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 24th day of January, 1996, by Chase Manhattan Mortgage Corporation (Mortgagee") as being the mortgagee and holder of that certain mortgage given by M. Charles Warren, M.D. and Rena C. Warren, dated on the 1st day of November, 1995, and recorded in Official Records Book 2117, at page 0618, of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").

NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.

Signed in the presence of:

Chase Manhattan Mortgage Corporation

Witness: Gail Whitaker

Deborah S. Davis

Printed Name: Gail Whitaker

Printed Name: Deborah S. Davis

Witness: Lindy Clark

Title: Vice President

Printed Name: Lindy Clark

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of January, 1996, by Deborah S. Davis, as Vice President of Chase Manhattan Mortgage Corporation on behalf of said Corporation. S/he is personally known to me and did not take an oath.

This instrument prepared by:  
Pamela S. Mac'Kie, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

NOTARY PUBLIC  
Candace Jay Ayers

Printed Name: CANDACE JAY AYERS  
My Commission Expires January 01, 1998  
NOTARY PUBLIC STATE OF FLORIDA

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 20<sup>th</sup> day of December 1995, by M. Charles Warren M. D. and Rena C. Warren ("Owner"), having a post office address at 5160 Victoria Avenue, Riverside CA 92506, as the grantee under that certain Warranty Deed recorded on the 7th day of November, 1995, in Official Records Book 2117, at Pages 616 of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration");

NOW, THEREFORE, Owner hereby consents to and joins in the recordation of the Declaration.

Owner makes no warranty or representation of any kind or nature concerning the Declaration, or the legal sufficiency thereof, disavows and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Owner, nor shall they be construed to create any obligation on Owner to any person relying thereon.

Made as of the day and year first above written.

Signed in the presence of:

Witness: Laura Spell

Print Name: Laura Spell

Witness: [Signature]

Print Name: Robind [Signature]

[Signature]  
M. Charles Warren M.D.

[Signature]  
Rena C. Warren

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December 1995, by M. Charles Warren & Rena C. Warren who is personally known to me or who provided the following type of identification and who did /did not take an oath.

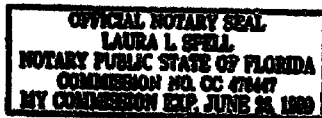
Drivers License  
Type of Identification Provided

[Signature]  
Notary Public

State of \_\_\_\_\_

Printed Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



This instrument prepared by  
Pamela S. Mac'Kie, Esq.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963

**JOINDER AND CONSENT**

THIS JOINDER AND CONSENT is given this 6<sup>th</sup> day of February, 1996, by Boston Safe Deposit and Trust Company (Mortgagee") <sup>holding a limited power of attorney from</sup> as being the mortgagee and holder of that certain mortgage given by William H. Aydelotte and Maryanna Aydelotte, dated on the 3rd day of November, 1995, and recorded in Official Records Book 2117, at pages 0601-0614, of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").

NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.

Signed in the presence of:

Boston Safe Deposit and Trust Company

Witness: Nadine M. Diaz  
Printed Name: Nadine M. Diaz

Charlene A. Weekley  
Printed Name: Charlene A. Weekley  
Title: Vice President

Witness: Pamela J. Kincaid  
Printed Name: Pamela J. Kincaid

COMMONWEALTH  
STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 1996, by Charlene A. Weekley, as Vice President of Boston Safe Deposit and Trust Company on behalf of said Company. S/he is personally known to me and did not take an oath.

This instrument prepared by:  
Pamela S. Mac'Kie, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

NOTARY PUBLIC  
Nicholas Lead  
Printed Name: NICHOLAS LEAD  
My Commission Expires: My Commission Expires 11-0-2000

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that, whereas United Jersey Bank (the "Bank") is the owner of a certain mortgage given by William H. Aydelotte and Maryanna Aydelotte to Boston Safe Deposit and Trust Company (the "Company") dated November 3, 1995, and recorded in Official Records Book 2117, at page 0601, of the Public Records of Collier County, Florida and whereas the Company is still the mortgagee of record with respect to such mortgage and whereas the Bank has been asked to execute a Joinder and Consent concerning the property securing such mortgage:

NOW, THEREFORE, the Bank does hereby make, constitute and appoint the Company its true and lawful attorney for it and in its name and stead for the sole purpose of executing and acknowledging a Joinder and Consent substantially in the form of Exhibit "A" attached hereto and made apart hereof,

IN WITNESS WHEREOF, the Bank has caused this instrument to be executed on its behalf this 2nd day of February, 1996.

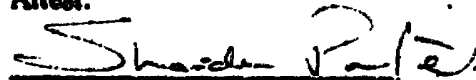
**UNITED JERSEY BANK**

MARSHA T. SCHADT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 29, 1996



Name: Paul A. Towers  
Title: Senior Vice President

Attest:



Name: Sharda Patel  
Title: Assistant Secretary

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 21<sup>st</sup> day of December 1995, by William H. Aydelotte and Maryanna Aydelotte ("Owner"), having a post office address at 136 April Sound Drive, Naples FL 33999, as the grantee under that certain Warranty Deed recorded on the 7th day of November, 1995, in Official Records Book 2117, at Page 599 of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration");

NOW, THEREFORE, Owner hereby consents to and joins in the recordation of the Declaration.

Owner makes no warranty or representation of any kind or nature concerning the Declaration, or the legal sufficiency thereof, disavows and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Owner, nor shall they be construed to create any obligation on Owner to any person relying thereon.

Made as of the day and year first above written.

Signed in the presence of:

Witness: Laura L. Spell  
Print Name: Laura L. Spell

William H. Aydelotte  
William H. Aydelotte

Witness: Leanne Famosa  
Print Name: LEANNE FAMOSA

Maryanna Aydelotte  
Maryanna Aydelotte

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 1995, by William H. Aydelotte & Maryanna Aydelotte who is personally known to me or who provided the following type of identification and who did /did not take an oath.

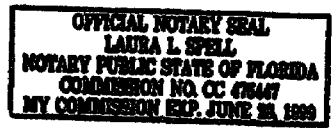
Driver's License  
Type of Identification Provided

Laura L. Spell  
Notary Public

State of \_\_\_\_\_

Printed Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



This instrument prepared by  
Pamela S. Mac'Kie, Esq.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963

**JOINDER AND CONSENT**

**THIS JOINDER AND CONSENT is given this 19<sup>th</sup> day of December, 1995, by Fifth Third Bank of Florida ("Mortgagee") as being the mortgagee and holder of that certain mortgage given by Eloise Gompf as Trustee of the Eloise Gompf Trust dated 8/29/91, dated on the 5th day of December, 1995, and recorded in Official Records Book 2125, at page 0112, of the Public Records of Collier County, Florida.**

**WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration").**

**NOW, THEREFORE, Mortgagee hereby consents to and joins in the recordation of such Declaration.**

**Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant contained in the Declaration or other documents issued in connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration. Made as of the day and year first above written.**

Signed in the presence of:

Fifth Third Bank of Florida

Witness: Lisa A. Gaffney

Printed Name: Lisa A. Gaffney

Witness: [Signature]

Printed Name: Dale M. Wingerter

By: [Signature]

Printed Name: Colleen M. Kvetka

Title: president

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 1995, by Colleen M. Kvetka, as President of S/B Bank of FL on behalf of said \_\_\_\_\_. S/he is personally known to me and did not take an oath.

This instrument prepared by:  
**Pamela S. MacKie, Esq.**  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

**NOTARY PUBLIC:**  
[Signature]

Printed Name: Lawrence J. Beard  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION # 1111111111  
EXPIRES 12/31/99



**JOINDER AND CONSENT**

THIS JOINDER AND CONSENT is given this 19th day of December, 1995, by Eloise Gompf as Trustee of the Eloise Gompf Trust dated the 29th date of August, 1991 ("Owner"), having a post office address at 903 Fountain Run, Naples FL 33999, as the grantee under that certain Warranty Deed recorded on the 5th day of December 1995, in Official Records Book 2125 at Pages 110 of the Public Records of Collier County, Florida.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner has been requested to join in and consent to the recording of the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Declaration");

NOW, THEREFORE, Owner hereby consents to and joins in the recordation of the Declaration.

Owner makes no warranty or representation of any kind or nature concerning the Declaration, or the legal sufficiency thereof, disavows and does not assume and shall not be responsible for any of the obligations or liabilities of the declarant connection with Fountainhead at the Vineyards. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Owner, nor shall they be construed to create any obligation on Owner to any person relying thereon.

Made as of the day and year first above written.

Signed in the presence of:

Witness: Beth Goins

Print Name: Beth Goins

Witness: Laura L. Spell

Print Name: Laura L. Spell

Eloise Gompf Trustee  
Eloise Gompf as Trustee of the  
Eloise Gompf Trust dated the 29th day  
of August, 1991

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 19 day of December 1995, by Eloise Gompf Trustee, who is personally known to me or who provided the following type of identification and who did /did not take an oath.

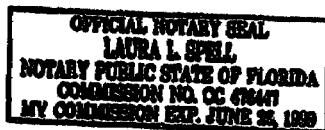
Drivers License  
Type of Identification Provided

Laura L. Spell  
Notary Public

State of Florida

Laura L. Spell  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_



This instrument prepared by  
Pamela S. MacKie, Esq.  
Pelican Bay Corporate Center, Suite 201  
5551 Ridgewood Drive  
Naples, Florida 33963



This instrument was prepared by  
G. Helen Athan, Esq.  
Grant, Frutkin & Pearson P.A.  
5551 Ridgewood Drive, Suite 501  
Naples, Florida 34108

2196024 CR: 2323 PG: 2817  
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
06/18/97 at 02:00PM DEPT. S. BRUCE, CLERK  
REC FEE 19.50  
Data:  
JOHN R. SMITH  
90 VINEYARD BLVD  
NAPLES FL 34119

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
FOUNTAINHEAD AT THE VINEYARDS**

This Amendment is made this 16<sup>th</sup> day of June, 1997, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation ("Declarant").

**RECITALS:**

A. Pursuant to an Assignment and Assumption of Declarant's Rights, recorded at Official Records Book 2320, Page 688 of the Public Records of Collier County, Florida, Declarant has succeeded to the rights and obligations and is now the "Declarant" as defined in that certain Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards recorded at Official Record Book 2150, Page 676 of the Public Records of Collier County, Florida ("Declaration").

B. At such time as the Declaration was recorded, Declarant, as owner of the platted lots described on attached Exhibit B hereto ("Declarant's Lots") did not join in the Declaration in order to encumber such lots even though such lots are a part of the plat of Fountainhead at the Vineyards as replatted and as more particularly described in Section 3 below. Further, "Exhibit A" as referred to in the Declaration was not attached to the Declaration in order to reflect which real property was to be encumbered by the Declaration. In accordance with Declarant's rights and privileges under section 11.5 of the Declaration, Declarant makes this amendment to correct such defects in the Declaration.

NOW THEREFOR, for good and valuable consideration, receipt of which is hereby acknowledged the Declaration is hereby amended as follows:

1. Exhibit A attached hereto is hereby made the Exhibit A as referred to in the Declaration. Any reference to "Exhibit A", "Property" or "Properties" in the Declaration shall mean the real property described on attached Exhibit A.

2. Declarant hereby joins in and consents to the Declaration and all of its terms, conditions, restrictions and covenants and hereby agrees that the real property owned by Declarant and described on attached Exhibit B hereto is hereby encumbered by the Declaration.

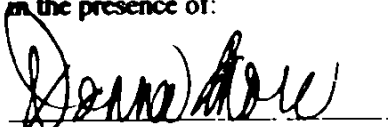
3. The definition of "Lot" in section 1.11 of the Declaration is hereby amended to the following: a platted residential Lot as shown on the Plat of Fountainhead at The Vineyards, according to the plat thereof recorded in Plat Book 24, Pages 22 through 24, inclusive of the Public Records of Collier County, Florida, as such Plat has been amended by Replat recorded at Plat Book 27, Page 53, of the Public Records of Collier County, Florida.

4. Declarant hereby asserts and confirms that any platted lots and other real property which may have been a part of the original plat of Fountainhead at The Vineyards recorded in Plat Book 24, Pages 22 through 24, but are not a part of the replat recorded at Plat Book 27, Page 53 of the Public Records of Collier County, Florida, are not now and never have been encumbered by the Declaration. Declarant hereby releases any such lots and real property from the effect of the Declaration in accordance with section 11.6 of the Declaration.

IN WITNESS WHEREOF, the Declarant sets its hand and seal as of the day and year first above written.

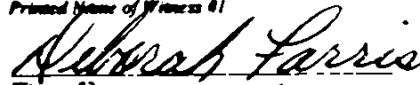
Signed, sealed and delivered  
in the presence of:

VINEYARDS DEVELOPMENT  
CORPORATION, a Florida corporation



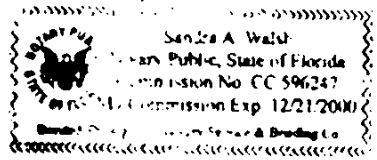
By:   
Michel Saadeh, President CEO

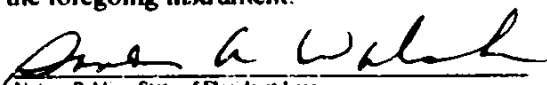
Witness #1  
DONNA MORE  
Printed Name of Witness #1

  
Witness #2  
Deborah Farris  
Printed Name of Witness #2

STATE OF FLORIDA     )  
  )§§  
COUNTY OF COLLIER    )

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1997, by MICHEL SAADEH, as President of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation, who  is personally known to me OR  produced \_\_\_\_\_ as identification, and who acknowledged execution of the foregoing instrument.



  
Notary Public - State of Florida at Large  
SANDRA A. WALSH  
Printed Name of Notary Public

My Commission Expires: 12/21/2000

1. Standard Informational/Notice/Disclaimer

OR: 2323 PG: 2818

**EXHIBIT A**

All platted lots, tracts and other real property as shown on the Re-Plat of Fountainhead at the Vineyards, according to the plat thereof recorded at Plat Book 27, Page 53 of the Public Records of Collier County, Florida.

**OR: 2323 PG: 2819**

**EXHIBIT "B"**

**Lots 5, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, 25, 26, 32 through 47, inclusive, 90 through 105, inclusive, 107 and 108, and 111 through 120, inclusive, as shown on the Plat of Fountainhead subdivision recorded in Plat Book 24, Pages 22 through 24, inclusive, and Lot 48, as shown on the Replat of a portion of Fountainhead Subdivision recorded in Plat Book 27, Page 53, all of the Public Records of Collier County, Florida.**

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
03/29/98 at 04:09PM DWIGHT S. BROCK, CLERK

MHC FEE	10.50
COPIES	2.00
MISC	1.00

Re:ta:  
ROBERT F ROGERS  
98 VINEYARDS BLVD  
NAPLES FL 34119

**FIRST AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUNTAINHEAD**

This Amendment is made this 19<sup>TH</sup> day of MARCH, 1998, by Vineyards Development Corporation, a Florida corporation (the "Developer" or "Declarant") for itself and its successors and/or assigns.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for FOUNTAINHEAD recorded in the Official Records of Collier County, Florida, O.R. Book 2323, Page 2821, et seq. was assigned to the Declarant in an Assignment and Assumption of Declarant's Rights recorded in Official Records of Collier County, Florida, O.R. Book 2320, Page 0688.

WHEREAS, the Declarant has the right under Article 11.5 to amend the Declaration and wishes to amend the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The following paragraph 5.8 is added:

5.8 Maintenance of Units. The maintenance, repair and replacement of each Lot is the responsibility of its Owner except that the Association will enter into a landscape maintenance contract with a landscaper of the Association's choice to maintain any and all Lots with a Living Unit constructed on them. The payments required under the maintenance contract will be billed as part of the annual assessments. The maintenance contract may accomplish all of the Owners obligations listed above; if it does not cover any of these items, they shall remain the obligation of the Owner.

2. All other terms and conditions contained in the Declaration shall remain in full force and effect, except as they may be contrary to the above in which case the above shall control.

IN WITNESS WHEREOF, the Declarant does hereby execute this Amendment through its undersigned, duly authorized officer.

VINEYARDS DEVELOPMENT CORPORATION

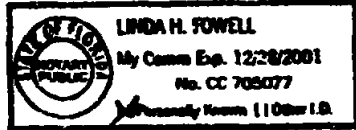
RR  
Robert Rogers

Michel Saadeh  
By: Michel Saadeh  
Its: President & CEO

Deborah Farris  
Witness Deborah FARRIS

STATE OF FLORIDA  
COUNTY OF COLLIER

On this 1st day of MARCH, 1998, before me, personally appeared Michel Saadeh as President & CEO of Vineyards Development Corporation, who is personally known to me, and he acknowledged that he executed the foregoing instrument on behalf of the corporation, for the purposes expressed therein.



Linda H. Fowell  
Notary Public

P:\DATA\BERRINOBERT\DEVELOP\FOUNTAIN\AMEND.1

\*\*\* 2304672 OR: 2407 PG: 3331 \*\*\*

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
04/10/98 at 09:07 AM BY MICHEL S. BROCK, CLERK

REC FEE 6.00  
COPIES 1.00  
REC 1.00

Re: VINEYARDS DEVELOPMENT CORP  
98 VINEYARDS BLVD  
NAPIES FL 34119

**SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUNTAINHEAD**

This Amendment is made this 2 day of April, 1998, by Vineyards Development Corporation, a Florida corporation (the "Developer" or "Declarant") for itself and its successors and/or assigns.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for FOUNTAINHEAD recorded in the Official Records of Collier County, Florida, O.R. Book 2323, Page 2821, et seq. was assigned to the Declarant in an Assignment and Assumption of Declarant's Rights recorded in Official Records of Collier County, Florida, O.R. Book 2320, Page 0888.

WHEREAS, the Declarant has the right under Article 11.5 to amend the Declaration and wishes to amend the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

- 1. Paragraph 5.2 is deleted in its entirety and the following inserted in its place:

The Association shall be responsible for maintenance of common areas. The individual Lot Owners shall be responsible for painting the exterior of their residence on their Lot as well as maintaining the driveways and walkways on their Lot. The landscape maintenance shall be as described in paragraph 5.8.

IN WITNESS WHEREOF, the Declarant does hereby execute this Amendment through its undersigned, duly authorized officer.

Deborah Ferris  
Witness Deborah Ferris

Robert Rogers  
Witness Robert Rogers

VINEYARDS DEVELOPMENT CORPORATION

Michel Saadeh  
By: Michel Saadeh  
Its: President & CEO

STATE OF FLORIDA  
COUNTY OF COLLIER

On this 2nd day of APRIL, 1998, before me, personally appeared Michel Saadeh as President & CEO of Vineyards Development Corporation, who is personally known to me, and he acknowledged that he executed the foregoing instrument on behalf of the corporation, for the purposes expressed therein.

Linda H. Powell  
Notary Public

P:\04\10\98\02\DEVELOP\FOUNTAIN\AMEND2



2401780 OR: 2485 PG: 2889

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
12/01/98 at 10:04AM DWIGHT R. BRACK, CLERK

RDC FEE	46.50
INDEXING	10.00
COPIES	10.00
MISC	1.00

Nota:  
ROBERT F ROGERS  
90 VINEYARDS BLVD  
NAPLES FL 34119

**THIRD AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUNTAINHEAD**

This Amendment is made this 4<sup>th</sup> day of November, 1998,  
by Vineyards Development Corporation, a Florida corporation (the "Developer" or  
"Declarant") for itself and its successors and/or assigns.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for  
FOUNTAINHEAD recorded in the Official Records of Collier County, Florida, O.R. Book  
2323, Page 2821, et seq. was assigned to the Declarant in an Assignment and Assumption of  
Declarant's Rights recorded in Official Records of Collier County, Florida, O.R. Book 2320,  
Page 0688.

WHEREAS, the Declarant has the right under Article 11.5 to amend the Declaration  
and wishes to amend the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. A Paragraph 2.6 is added to the Declaration which reads as follows:

2.6 Pool/Pool Maintenance. Notwithstanding anything in the  
Declaration to the contrary, the pool located as described on  
Exhibit B (the "Pool") is hereby available for use by residents of  
Fountainhead at the Vineyards provided the particular resident has  
paid all assessments as required below and under the Declaration  
of Covenants, Conditions and Restrictions for Fountainhead at the  
Vineyards. The Fountainhead resident's shall have all of the  
rights, privileges and duties, including, but not limited to, the  
payment of all maintenance and other assessments relating to the  
Pool (the "Assessments") as Augusta Falls' residents regarding the  
use and maintenance of the Pool and shall be subject to all Pool  
rules and regulations except as stated below.

The method of payment of the Assessments by Fountainhead's residents  
will be in the exact same manner as presently assessed to Augusta Falls'  
residents. The amount of the assessment shall be prorated based upon the  
total number of residents in Fountainhead and Augusta Falls.





EXHIBIT A

JOINDER AND CONSENT



THIS JOINDER AND CONSENT is given this 28<sup>th</sup> day of Aug, 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

  
M. Charles Warren, M.D.  
  
Rene Warren

Date: 8/28/98

EXHIBIT A

JOINDER AND CONSENT

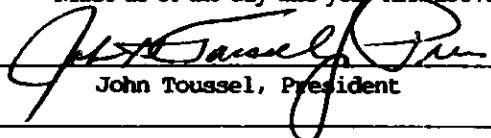
THIS JOINDER AND CONSENT is given this 27<sup>th</sup> day of Aug, 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

  
\_\_\_\_\_  
John Toussel, President

Date: 8-27-98

EXHIBIT A

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 10 day of Oct, 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

C. James Madden  
C. James Madden  
Sandy Madden  
Sandy Madden

Date: 10-10-98

EXHIBIT A

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 3 day of Sept., 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

Eloise Gompf  
Eloise Gompf

Date: Sept. 3, 1998



EXHIBIT A

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 31 day of Aug, 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

Dennis F. Flint  
Dennis F. Flint  
[Signature]

Date: 31 Aug 90

P:\DATA\USERS\ROBERT\DEVELOP\FOUNTAIN\JOINDER.FRM

OR: 2485 PG: 2895

EXHIBIT A

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 10 day of Oct, 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

[Signature]  
Richard F. Brans  
[Signature]  
Renee Brans

Date: 10.10.98

EXHIBIT A

JOINDER AND CONSENT

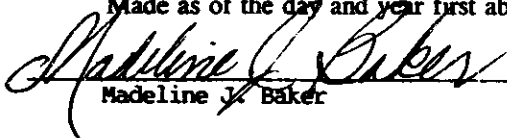
THIS JOINDER AND CONSENT is given this 4<sup>th</sup> day of Oct., 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

  
\_\_\_\_\_  
Madeline J. Baker

Date: 10-4-98



EXHIBIT A

JOINDER AND CONSENT

THIS JOINDER AND CONSENT is given this 28 day of Aug., 1998, by all of the present residents of Fountainhead at the Vineyards listed below ("Owners").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners have been requested to join in and consent to the recording of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountainhead at the Vineyards (the "Third Amendment"):

NOW, THEREFORE, the Owners hereby consent to and join in the recordation of the Third Amendment.

The Owners make no warranty or representation of any kind or nature concerning the Third Amendment, or the legal sufficiency thereof, disavow and do not assume and shall not be responsible for any of the obligations or liabilities of the Declarant in connection with Fountainhead at the Vineyards.

Made as of the day and year first above written.

John Baiamonte  
John Baiamonte  
Kyoujja Baiamonte  
Kyoujja Baiamonte

Date: 8/28/98

4033556 OR: 4244 PG: 3582

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
06/15/2007 at 11:49AM DWIGHT E. BROCK, CLERK  
RRC FEE 214.00

Retn:  
RILLA ATTAWAY  
927 FOUNTAIN RUN  
NAPLES FL 34119

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**FOUNTAINHEAD AT THE VINEYARDS**  
**HOMEOWNERS ASSOCIATION, INC.**

**March 2007**

## Recitals

WHEREAS, these Amended and Restated Bylaws ("Bylaws") have been adopted for the purpose of setting forth the size (§ 3.1), term length, term limits, and staggered terms of the Board of Directors (all § 3.3), as well as the availability of electronic notification of meetings (§§ 2.9 and 3.11) and other pertinent issues;

NOW, THEREFORE, these Bylaws amend, restate and replace any and all prior Bylaws of the Corporation in their entirety as follows:

## **ARTICLE I**

### Identity

These are the Bylaws of Fountainhead at the Vineyards Homeowners Association, Inc. (the "Association"), a corporation not-for-profit under the laws of the State of Florida, organized for the purposes of providing an entity for the maintenance, preservation, control and operation of an association of homeowners in a residential subdivision located in Collier County, Florida, known as Fountainhead at the Vineyards, and to otherwise promote the health, safety and welfare and to enhance the civic, social and recreational interests of its members.

§1.1 Principal Office. The principal office of the Association shall be at or at such other place as may be designated by the Board.

§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 Association, the word "Florida", the words "corporation not-for-profit" and the year of incorporation.

§1.4 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; the Declaration of Protective Covenants for Fountainhead at the Vineyards Subdivision as the "Declaration"; "Members" shall mean every owner of a dwelling unit and/or lot within those lands known as Fountainhead at the Vineyards more particularly described on Exhibit A attached hereto, and "Board" shall mean the Board of Directors of the Association. The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

## ARTICLE II

### Meeting of Members and Voting

§2.1 Annual Meeting. The annual meeting of the Members shall be held on the date and at the place and time as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members.

§2.2 Special Meetings. Special meetings of the Members shall be held at such places as are provided for annual meetings and may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from members holding at least ten percent (10%) of the voting interests. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice.

§2.3 Notice of Annual Meeting. Notice of the annual meeting shall be given to each member at least fourteen (14) days and not more than sixty (60) days before the meeting.

§2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, Notice of Special Meetings, generally, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The Notice shall be given to all members not less than ten (10) or more than sixty (60) days before the date of the meeting. A copy of the Notice of a Special Meeting shall be posted in a conspicuous place within the subdivision at least ten (10) days before the meeting.

§2.5 Notice of Budget Meeting. The Board shall mail a Notice of the meeting and a copy of the proposed Annual Budget to the Members not less than thirty (30) days before the meeting at which the Board will consider the budget.

§2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board requires assessment against the members for any calendar year exceeding one hundred fifteen percent (115%) of assessment for the preceding year, the Board, on written application of Members holding not less than ten percent (10%) of the voting interests, shall call a Special Meeting of the Members within not more than thirty (30) days and not less than ten (10) days after written Notice to each Member.

§2.7 Notice of Meeting to Consider Recall of Directors. A Special Meeting of the Members to recall a Director may be called by Members holding at least ten

percent (10%) of the voting interests giving Notice of the meeting as required for a Special Meeting of the Members.

§2.8① Notice of Meeting to Elect Directors. Notice of Special Meeting to elect a Director or Directors shall be given not less than thirty (30) days nor more than forty (40) days before the meeting. The meeting may be called and notice given by any Member if the Association fails to do so.

§2.9② Electronic Notice of Meetings. Notice of the annual meeting and any and all special meetings shall be sent via electronic mail ("e-mail") or first class mail. Those Members who elect e-mail notification may do so by requesting such notification in writing, by e-mail or first class mail, directed to the Board, at any time; provided, however, such e-mail notification shall take effect for the next annual or special meeting only if the option is exercised before the Notice deadline for such meeting. Any Member choosing not to opt in will be sent Notice via first class mail.

§2.10③ Quorum. A quorum at meetings of Members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots may not be counted in determining a quorum.

§2.11③ Voting.

(a) Number of votes. Every Member shall be entitled to one (1) vote for each dwelling unit or lot held by such Member in the manner required for membership under Article IV of the Articles; except that when more than one (1) person holds such ownership of a single dwelling unit or lot all such persons shall be Members and the vote for such dwelling unit or lot shall be exercised among them as they determine, but in no event shall more than one (1) vote be cast with respect to any dwelling unit or lot.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all members for all purposes unless the Declaration, the Articles, or these Bylaws require a larger proportion of vote, in which case that larger proportion shall control.

§2.12③ Membership-designation of Voting Member. Each person or entity holding title to a dwelling unit or lot located in Fountainhead at the Vineyards, exclusive of any person or entity holding such title solely as security for the performances of an obligation and exclusive of property dedicated to the public, located within Fountainhead at the Vineyards Subdivision, Collier County, Florida, as shown in the Official Records of said County, and which property interest is subject to the Declaration and subject to assessment there under, shall be a member of the corporation. Membership shall be appurtenant to and may not be separated from ownership of a dwelling unit or lot subject to assessment

by the corporation. Persons or entities shall become Members of the Association on the acquisition of title to a dwelling unit or lot as described in the Articles. Membership shall be terminated when a person or entity no longer holds title. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any person designated in a written certificate filed with the secretary of the association and signed by a president or vice president of a corporation or a partner of a partnership.

**§2.13③ Proxies; Powers of Attorney.** Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. Limited proxies alone are acceptable and shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the member executing it. The proxy shall be signed by the member or members (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in §2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. A person holding a power-of-attorney from a member, properly executed and granting such authority, may vote on behalf of that member.

**§2.14③ Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place in the subdivision property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

**§2.15③ Proof of Service and Waiver of Notice.** All notices of meeting shall be in writing, and served either personally, by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at the address last furnished to the Association, with postage for notice of any Special Meeting, by whomever called, shall be an obligation of the Association. An officer of the Association shall

provide an affidavit, to be included in the Official Records of the Association, affirming that a notice of any meeting of the Association was mailed, hand delivered, in accordance with the provisions of the Act and these Bylaws, to each Member of the Association at the address last furnished to the Association. Members may waive their right to receive notice of any meeting, whether Annual or Special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the association either before, at, or after the meeting for which the waiver is given.

§2.16③ Action by Members without a Meeting. Members may take action by written agreement without a meeting, as long as written notice is given to the Members in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Members, or a larger proportion of the votes as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership, provided a quorum submits a response. The Notice shall set forth a time period with which responses must be made by the Members.

§2.17③ Minutes of Meetings. The minutes of the Meetings of Members shall be kept in a book available for inspection by members or their authorized representatives, and directors at any reasonable time. The minutes shall be retained by the Association for a period not less than seven (7) years. Members and their authorized representatives shall have the right to secure copies of the Minutes at their cost.

§2.18③ Order of Business. The order of business at Annual Meetings of Members and as far as practical at other meetings of Members, shall be:

- (a) Call to order;
- (b) Election of a Chairman of the Meeting, unless the President or Vice President is present, in which case he shall preside;
- (c) Call of the roll, certifying of proxies, determination of a quorum;
- (d) Proof of Notice of the Meeting or Waiver of Notice;
- (e) Reading and disposal of any unapproved Minutes;
- (f) Reports of Officers;
- (g) Reports of Committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors;
- (j) Election of Directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

§2.19③ Actions Specifically Requiring Unit Owner Votes. The following actions require approval by the Members and may not be taken by the Board acting alone:

- (a) Amendments to the Declaration.
- (b) Merger of two or more independent Homeowners Associations and/or Condominium Associations to form a single Homeowners Association.
- (c) Purchase of land or execution of Recreational Lease.
- (d) Cancellation of certain grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the developer to Members other than the developer.
- (e) Exercise Option to purchase or lease recreational or other commonly used facilities.
- (f) Providing no Reserves, or less than adequate reserves.
- (g) Recall of Directors.
- (h) Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the Members.

§2.20③ Secret Ballots and Proxies. Any vote to amend the Declaration to change the proportions of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Members wishing to vote a secret ballot by proxy shall be mailed a ballot slip on the paper separate from that containing the proxy and Notice of Meeting. The proxy shall be only for the purpose of establishing a quorum at the Meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the Secretary of the Association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the Secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the Members voting by proxy and announce the results.



## ARTICLE III

### Directors

§3.1① Number and Qualifications. Directors must be either members, life tenants residing in the Subdivision, officers of a corporate member or partners of a partnership member, or beneficiaries of a trustee member. No Directors may continue to serve on the Board after such person ceases to qualify as a Director (See Declarations of Covenants for Fountainhead, page 7). When Members are entitled to elect a majority of the Directors, the Board shall be composed of seven (7) Directors. Directors must be either Members residing in the subdivision; officers of a corporate member; or partners of a partnership member, or beneficiaries of a trustee member. No Director shall continue to serve on the Board after such person ceases to qualify as a Director.

§3.2① Election of Directors. Directors shall be elected at the Annual Meeting of Members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. Each voter shall be entitled to cast votes for each or as many nominees as there are vacancies to be filled, however, votes may be cast for fewer.

§3.3① Term, Term Limits, and Staggered Terms. To provide for continuity of experience by establishing a system of staggered terms of office, there will be four (4) Directors elected for two-year terms at the annual elections in odd numbered years. There will be three (3) Directors elected for two-year terms in even numbered years. A Director may hold office for a maximum of two (2) consecutive two-year terms. A former Director having served the maximum must wait two (2) years before becoming eligible to hold office again. Each Director shall hold office until a successor is duly elected and qualified or until removed in the manner provided in Section 3.5.

§3.4① Vacancies. Except as to vacancies resulting from removal of Directors by members, vacancies on the Board occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors and any Director elected to fill a vacancy shall complete the remaining term of the vacating Director.

§3.5 Removal. Any Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Members. Any vacancy on the Board of Directors thus created shall be filled by the Members of the Association at the same Meeting. If more than a single Director is subject to recall, there shall be a separate vote on the question to remove each Director.

§3.6 Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. Any Director elected by the Members who is absent from more than three (3) consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board automatically, effective when accepted by the Board. Any Director Member more than sixty (60) days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board.

§3.7 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice.

§3.8 Regular Meetings. The Board may establish a schedule of regular meetings to be held at a time and place, as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting with the notice of each meeting posted conspicuously in the subdivision property at least forty-eight (48) hours before the meeting, except in an emergency.

§3.9 Special Meetings. Special Meetings of the Board may be called by the President and, in the absence of the President, by the Vice President, and must be called by the Secretary at the written request of a majority of the Board. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The Notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the Notice of any Special Meeting shall be posted conspicuously in the subdivision property at least forty-eight (48) hours before the meeting, except in an emergency.

§3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute a Waiver of Notice of the 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.

§3.11 Quorum. A quorum of the meeting of the Directors shall consist of a majority of the entire Board. 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, except when approved by a greater number of Directors is required by the Declaration, the Articles or by these Bylaws.

§3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

§3.13① No Proxy. There shall be no voting by Proxy at any meeting of the Board or used in the annual election of Directors.

§3.14 Joiner in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the Minutes of that Meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

§3.15① Meeting Open to Members. Meetings of the Board shall be opened to all Members to attend and observe, however, a member may speak on any subject placed on the agenda by giving 48 hours notice in his request. Rules for members addressing the Board shall be reasonable and determined by the presiding officer, however, a three-minute minimum is allowed. Notice of any meeting in which assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

§3.16 Presiding Officer. The presiding Officer at Board Meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any other Director present to preside.

§3.17 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by Members or their authorized representative and directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Members of their authorized representatives shall have the right to make written notations from the Minutes.

§3.18 Executive Committee. The Board, by resolution, may appoint an executive committee to consist of three (3) or more Members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. Meetings of the executive committee shall be open to Members. The executive committee, however, shall not have the power to:

- (a) Determine the common expenses required for the operation of the Association;

- (b) determine the assessments payable by the Members to meet the common expenses of the Association;
- (c) adopt or amend rules and regulations covering the details of the operation and use of the Association property;
- (d) purchase, lease or otherwise acquire property in the name of the Association;
- (e) approve or recommend to Members any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Members; or
- (f) fill vacancies on the Board.

§3.19 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

§3.20 Order of Business. The order of business at meetings of Directors shall be:

- (a) Calling of roll.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

§3.21 Failure to Elect Director Quorum. If the Association or the Board fails to fill vacancies on the Board sufficient to constitute a quorum, any Member, may apply to the Circuit Court within whose jurisdiction the subdivision is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. 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 the powers and duties of a duly constituted Board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

## ARTICLE IV

### Powers and Duties of the Board

§4.1 Generally. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Members when that approval is specifically required.

§4.2 Particular Powers and Duties. The powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Manage the Association's property.
- (b) Contract, sue or be sued.
- (c) Rights of access to easements.
- (d) Make and collect assessments.
- (e) Lease and maintain the common elements.
- (f) Assert and foreclose liens for unpaid assessments.
- (g) Modify easements.
- (h) Purchase land or recreation lease.
- (i) Acquire use interest in recreational facilities.
- (j) Authorize amendments to the Declaration, Articles and Bylaws that do not materially or adversely affect property rights of Members, unless the affected Members consent in writing.
- (k) Adopt reasonable rules and regulations.
- (l) Maintain accounting records.
- (m) Obtain insurance.
- (n) Furnish annual financial reports to Members.
- (o) Give notice of liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Members, who shall have the right to intervene and defend.

- (p) Provide certificates of unpaid assessment to any Member, mortgagee or other record lien holder requesting the same.
- (q) Pay the annual fees due to the State of Florida.
- (r) Maintain records of Members and Tenants.
- (s) Contract for management of the Association.
- (t) Pay taxes or assessments against the Association.
- (u) Pay costs of utilities services.
- (v) Employ personnel.
- (w) Levy fines.
- (x) Authorize private use of the common areas.
- (y) Repair or reconstruct improvements to the common areas.

## ARTICLE V

### Officers

§5.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary. The Officers shall be elected annually by the Board and may be removed without cause of any meeting by a vote of a majority of all the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board from time to time shall elect other officers and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

§5.2 President. The president shall be the chief executive officer of the Association, with all of the powers and duties that usually are vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

§5.3 Vice President. The Vice President shall exercise the power and perform the duties of the President in the absence or disability of the President, and shall

assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

§5.4 Secretary. The Secretary shall keep the Minutes of all proceedings of the Directors and the Members; attend to the serving of all Notices to the Members and Directors and other Notices required by law; have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed; keep the records of the Association, except those of the Treasurer; and 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.

§5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness; 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 for examination at reasonable times; submit a Treasurer's Report to the Board at reasonable intervals; and perform all other duties incident to the office of Treasurer. All money 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.

§5.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the homeowners.

## ARTICLE VI

### Fiscal Management

§6.1 Board Adoption of Budget. The Board shall adopt a Budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least forty-five (45) days before the end of each fiscal year.

§6.2 Budget Requirements. The proposed Annual Budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Association.
- (b) Management fees.
- (c) Maintenance.

- (d) Rent for recreational and other commonly used facilities.
- (e) Taxes on Association property.
- (f) Taxes on leased areas.
- (g) Insurance.
- (h) Security provisions.
- (i) Other expenses.
- (j) Operating capital.
- (k) Fees payable to the Division of Florida Land Sales and Homeowners.
- (l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing.

§6.3 Notice of Budget Meeting. The Board shall mail a Meeting Notice and copies of the proposed Annual Budget to the Members not less than thirty (30) days before the meeting at which the Budget will be considered. The meeting shall be open to all the Members.

§6.4 Member Rejection of Excessive Budget. If a Budget adopted by the Board requires assessment against the Members in any fiscal year exceeding one hundred fifteen percent (115%) of the assessment for the previous year, the Board, on written application of Members holding at least ten percent (10%) of the voting interests, shall call a Special Meeting of the Members within thirty (30) days as above provided in §2.5. At the Special Meeting, Members shall consider and enact a Budget by not less than a majority vote of all Members. Provisions for reasonable reserves for repair or replacement of the homeowners' property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the previous year.

§6.5 Alternative Budget Adoption By Members. At its option, for any fiscal year, the Board may propose a Budget to the Members at a meeting of Members or in writing. If the proposed Budget is approved by the Members at the meeting or by a majority of all Members in writing, the Budget shall be adopted.

§6.6④ Budget Restraints on Developer. Eliminated in its entirety.



**§6.7 Accounting Records and Reports.** The Association shall maintain accounting records in the County in which the homeowner is located, according to good accounting practices. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but are not 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 each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of each fiscal year, the Board shall mail or furnish by personal delivery to each Member a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

**§6.8 Depository.** The Depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

**§6.9 Fidelity Bonding.** Any person who controls or disburses funds of the Association shall be bonded by a Fidelity Bond in the principal sum of not less than Ten Thousand Dollars (\$10,000.00). The cost of bonding shall be at the expense of the Association, unless otherwise provided by contract between the Association and an independent management company.

**§6.10 Annual Election of Income Reporting Method.** The Board shall make a determination annually, based on competent advise, the method for reporting Association's income to the Internal revenue Service, according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

## **ARTICLE VII**

### **Assessments and Collection**

**§7.1 Assessments. Generally.** Assessments shall be made against the Members quarterly. The assessments shall be made in an amount no less than required to provide funds in advance for the payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Members in the proportions provided in the Declaration. Members' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

§7.2 Emergency Assessments. Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board thirty (30) days after written notice to the Members. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

§7.3 Assessment For Charges. Charges by the Association against Members for other than common expenses shall be payable in advance. Charges for other than common expenses may be made only after approval of the Member to be charged or when expressly provided for in the Declaration of other homeowners' documents. These charges may include without limitation, charges for the use of the homeowners' property or recreation area, maintenance services furnished at the expense of a Member and other services furnished for the benefit of a Member.

§7.4 Liability for Assessments. Each Member, regardless of how title is acquired, shall be liable for all assessments coming due during the term of ownership. The Member and any grantee of the Member in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners unless those assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

§7.5 Assessments, Amended Budget. If the annual assessment proves to be insufficient, the Budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the Budget Year as of the date of the amended assessment. The Budget shall not be amended for emergency or special nonrecurring expenses.

§7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within ten (10) days after the date due shall bear interest at the rate of eighteen percent (18%) per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

§7.7 Lien for Assessment. The Association has a lien on each dwelling unit or lot for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is in effect from and after recording a claim of lien in the Public records in the County in which the dwelling unit or lot is located

for a period of one (1) year, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien includes those assessments at the time the lien is recorded and all unpaid assessments, interest, costs and attorneys' fees that may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the dwelling unit or lot recorded before it.

§7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Member or by certified mail, return receipt requested, addressed to the Member.

## ARTICLE VIII

### Association Contracts, Generally

§8.1① Fair and Reasonable, Cancellation. Any contract made by the Association must be fair and reasonable. All contracts for the operation, maintenance or management of the Association, whether before or after assumption of control of the Association or the rights of the Members, must not be in conflict with the powers and duties of the Association or the rights of the Members. Contracts made by the Association before the Members other than the developer assume control may be canceled by the Members after assumption of control.

§8.2④ Vending Equipment – Eliminated in its entirety.

§8.3 Escalation Clauses Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

§8.4 Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- (a) Specification of the services, obligations and responsibilities of the service provider.
- (b) Specification of costs for services performed.

- (c) An indication of frequency of performance of services.
- (d) Specification of minimum number of personnel to provide the services contracted for.

## ARTICLE IX

### Roster of Members and Mortgages

§9.1 Rosters. Each Member shall file with the Association a copy of the deed or other instrument showing such Member's ownership of a parcel in the subdivision, together with a copy of any mortgage on the parcel and any satisfaction of that mortgage. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

## ARTICLE X

### Compliance and Default

§10.1 Violations, Notice, Actions. In the case of violation (other than the nonpayment of an assessment) by a Member of any of the provisions of the act, the Declaration, the Articles, these Bylaws or any lawfully adopted rules and regulations, the Association by direction of its Board may transmit to the Member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- (a) File an action to recover for its damages on behalf of the Association or on behalf of other Members.
- (b) File an action for injunctive relieve requiring the offending Member to take or desist from taking certain actions.
- (c) File an action for both damages and injunctive relief.

A Member may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under §4.24 of these Bylaws.

§10.2 Attorneys' Fees. In any action brought pursuant to the provisions of §10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

§10.3 No Waiver of Rights. Neither a Member nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Member or the purposes of the provision, except that Members or Directors may waive notice of specific meetings in writing.

## ARTICLE XI

### Arbitration of Internal Disputes

§11.1 Arbitration. Internal disputes arising from the operation of the Association among the members, the Association, their agents and assigns, may be resolved by voluntary binding arbitration. Each party to the dispute must first agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this Article shall preclude any party from proceeding alternatively in the manner prescribed by Article X above.

## ARTICLE XII

### Liability Survives Membership Termination

§12.1 Liability. Termination of Membership in the Association shall not relieve or release a former Member from liability or obligation incurred with respect to the homeowners during the period of Membership, nor impair any rights or remedies that the Association may have against the former Member arising out of such membership and the covenants and obligations in respect to that Membership.

## ARTICLE XIII

### Limitations of Liability for use of Common Areas

§13.1 Limitations. Each Member may be personally liable for the acts or omissions of the Association relating to the use of the Common Areas. That liability shall be shared with other Members in the same proportions as their respective interests in the Common Areas. No individual member's liability shall exceed the value of such Member's dwelling unit or lot.

## ARTICLE XIV

### Rules and Regulations

§14.1 Board May Adopt. The Board may adopt and amend, from time to time, reasonable rules and regulations governing the conduct of meetings of the Board and the Members of the Association. The use and operation of the common areas and the recreational facilities serving the Members.

§14.2 Posting and Furnishing Copies. A Copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Association's property and a copy furnished to each Member. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule or regulation or amendment shall become effective immediately on posting.

§14.3 Limitations on Authority. The Board may not unreasonably restrict the right of any Member to peaceably assemble or to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The Board may not deny any resident of the subdivision, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid or like services by other residents within the same franchise or license area.

§14.4 Reasonableness Test. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and comfort of the Members and shall be uniformly applied and enforced.

## ARTICLE XV

### Restrictions on use, Maintenance and Appearance of Units

§15.1 Where Contained. Restrictions on the use, maintenance and appearance of the property in the subdivision shall be stated in the Declaration and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the Members in the manner prescribed elsewhere in these Bylaws.

§15.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Members shall be valid and

in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

## ARTICLE XVI

### Priorities in Case of Conflict

§16.1 Priorities. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from the highest priority to the lowest as follows:

- (a) The Declaration
- (b) The Articles
- (c) The Bylaws
- (d) The Rules and Regulations

## ARTICLE XVII

### Indemnification

§17.1 Indemnification. Every person serving as an Officer or Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which such persons may be a party or in which such person may become involved by reason of being or having been an Officer or Director of the Association, whether or not such person is an officer or Director at the time the expenses are incurred. Any person serving as an Officer or Director shall not be indemnified if such person is adjudged guilty of gross negligence or willful misconduct or is adjudged to have breached their fiduciary duty to the Members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Officer or Director may be entitled.

## ARTICLE XVIII

### Defective Homeowners Documents, Curative Provisions

§18.1 Curative Provisions. The Association or a Member may petition the Circuit Court having jurisdiction in the County where the unit owner's property is located to correct an error or omission in the Declaration or any other documents required to establish the Association, affecting its valid existence, and in which errors or omissions are not correctable by the amendment procedures in the Declaration.

## ARTICLE XIX

### Amendments

§19.1 Amendments. Amendments to these Bylaws shall be proposed and adopted in the following manner:

§19.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

§19.3 Adoption. An amendment may be proposed either by a majority of the Board or by Members holding not less than ten percent (10%) of the voting interests. The amendment shall be adopted if it is approved either by: (a) Members holding not less than sixty-seven percent (67%) of the voting interests and by not less than sixty-seven percent (67%) of the Board, (b) by the Members holding not less than eight percent (80%) of the voting interests.

§19.4 Limitation. No amendment shall be made that is in conflict with the Declaration on the Articles, nor shall any amendment abridge, alter or amend the rights of the developer without its consent.

§19.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through the hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "*Substantial rewording of Bylaws.*"

§19.6 Amendment by Implication. These Bylaws shall be deemed amended in those particulars as may be required to make them consistent and in compliance with the provisions of the Acts, as it may from time to time be amended.



## ARTICLE XX

### Construction

§20.1 Construction. Whenever the context permits or requires, 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.

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Key:

- ① = *Substantial rewording of Bylaws – see Bylaw number for present text.*
- ② = *New*
- ③ = *Renumbered*
- ④ = *Deleted*

THE FOREGOING was adopted as the Bylaws of Fountainhead at the Vineyards Homeowners Association Inc., on the 12 day of April, 2007.

Fountainhead at the Vineyards Homeowners Association, Inc.

By: *Rilla Attaway*  
President

ATTEST: *John Kroll*  
Property Manager



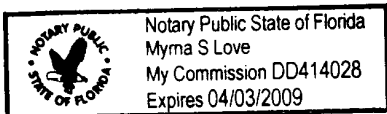
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of June 2007, by *Rilla Attaway*.

*Myrna Love*  
Notary Signature

Myrna Love  
Notary Printed Name

NOTARY SEAL



FIRST AMENDMENT TO  
BY-LAWS FOR FOUNTAINHEAD

This Amendment is made this 22 day of Sept. 2009,  
by the Board of Directors for Fountainhead Homeowners Association for itself and its  
successors and/or assigns.

WHEREAS, the Board of Directors for Fountainhead have the right under Article IV, Section 4.2  
– K and Article XIV Section 14.1 of the By-Laws to amend the By-Laws and wishes to amend the  
By-Laws.

NOW, THEREFORE, the Board of Directors hereby amends the By-Laws as follows:

1. A Paragraph 3.1 under Article III named Directors is changed to read as follows:

Number and Qualifications. Directors must be either members, life tenants residing in the  
Subdivision, officers of a corporate member or partners of a partnership member, or beneficiaries  
of a trustee member. No Director may continue to serve on the board after such person ceases to  
qualify as a Director. When Members are entitled to elect a majority of the Directors, the Board  
shall be composed of five (5) Directors.

3. A Paragraph 3.3 under Article named Directors is changed to read as follows:

Term, Term Limits and Staggered Terms. To provide for continuity of experience by  
establishing a system of staggered terms of office, there will be three (3) Directors elected for  
two-year terms at the annual elections in odd numbered years. There will be two (2) Directors  
elected for two-year terms in even numbered years. A Director may hold office for a maximum  
of two (2) consecutive two-year terms. A former Director having served the maximum must wait  
two (2) years before becoming eligible to hold office again. Each Director shall hold office until  
a successor is duly elected and qualified or until removed in the manner provided in Section 3.5.

2. All other terms and conditions contained in the By-Laws shall remain in full force and effect,  
unless they are contrary to the above, in which case the above shall control.

IN WITNESS WHEREOF, the Board of Directors does hereby execute this Amendment through  
its undersigned, duly authorized officer.

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
By: Rilla Attaway  
President of the Board of Directors

Notary Public [Signature] 9-22-09

