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TRA-VIGNE'
A CONDOMINIUM

TERRY A. LURIE, P.A. ←

TRA-VIGNE'
A CONDOMINIUM

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TRA-VIGNE'
A CONDOMINIUM

PROSPECTUS

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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SUMMARY

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THE CONDOMINIUM UNITS IN TRA VIGNE' PHASE I, A CONDOMINIUM, ARE BEING CREATED AND SOLD AS A FEE SIMPLE INTEREST.

THE MANAGEMENT OF THE CONDOMINIUM PROPERTY SHALL BE HANDLED BY THE TRA VIGNE' CONDOMINIUM ASSOCIATION, A FLORIDA NOT FOR PROFIT CORPORATION.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THE SALE AND TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

TRA-VIGNE'
A CONDOMINIUM
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PROSPECTUS

1. Name and Location of the Condominium.

The name of the condominium is TRA-VIGNE', a condominium. It is located on a parcel of land in the County of Collier, Florida. Reference should be made to Composite Exhibit "A" of the Declaration of Condominium for a graphic description of the location of the condominium.

2. Description of the Condominium Property.

The condominium is designed to be constructed as a phased condominium, as provided in Chapter 718.403 of the Florida Statutes, with the undivided fractional interest of unit purchasers to be modified if and when the additional phases are completed. The condominium (Phase I) consists of three buildings, which buildings are two-stories in part and one-story in part and contain a total of nine (9) residential condominium units.

If and when all contemplated additional phases are constructed and added to the condominium, the entire condominium will consist of five phases, containing a total of seventy-two (72) units.

Phase II will consist of four buildings, which buildings are two-stories in part and one-story in part, and will contain not less than ten (10) and not more than twelve (12) residential units.

Phase III will consist of six buildings, which buildings are two-stories in part and one story in part, and will contain not less than fifteen (15) and not more than eighteen (18) residential units.

Phase IV will consist of six buildings, which buildings are two-stories in part and one-story in part, and will contain not less than fifteen (15) and not more than eighteen (18) residential units.

Phase V will consist of five buildings, which buildings are two-stories in part and one-story in part, and will contain not less than twelve (12) and not more than fifteen (15) residential units.

3. Description of all Planned Phases.

Phase I of the condominium consists of three buildings, which buildings are two-stories in part and one-story in part. Each building will contain three (3) units designated as the "Chanter" (hereinafter designated as Unit "1"), (the "Chandon" (hereinafter designated as Unit "2"), and the "Chappeliot" (hereinafter designated as Unit "3"). The buildings of Phase I will be described as Building Nos. 15, 16 and 17. Phase II of the condominium consists of four buildings, which buildings are two-stories in part and one-story in part, and contain not less than ten (10) and not more than twelve (12) units designated Unit Types "1", "2", and "3". The buildings of Phase II will be described as Building Nos. 11, 12, 13 and 14. Phase III of the condominium consists of six buildings, which buildings are two-stories in part and one-story in part, and contain not less than fifteen (15) and not more than eighteen (18) units designated Unit Types "1", "2", and "3". The buildings of Phase III will be described as Building Nos. 1, 2, 9, 10, 18 and 19. Phase IV of the condominium consists of six buildings, which buildings are two-stories in part and one-story in part, and contains not less than fifteen (15) and not more than eighteen (18) units designated Unit Types "1", "2", and "3". The buildings of Phase IV will be described as Building Nos. 3, 4, 7, 8, 20 and 21. Phase V of the condominium consists of five buildings, which buildings are two-stories in part and one-story in part, and contains not less than twelve (12) and not more than fifteen (15) units designated Unit Types "1", "2", and "3". The buildings of Phase V will be described as Building Nos. 5, 6, 22, 23 and 24. Reference should be made to Composite Exhibit "A" of the Declaration for a graphic description of the location of this phase of the condominium; it consists of the following:

BUILDING NOS. 15, 16, and 17

Phase I

Three (3) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of

1,400 square feet of living space and numbered units 15-1, 16-1 and 17-1 and designated Unit Type "1".

Three (3) three bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 1,800 square feet of living area and numbered units 15-2, 16-2 and 17-2 and designated Unit Type "2".

Three (3) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 15-3, 16-3 and 17-3 and designated Unit Type "3".

TOTAL 9 UNITS

Phase I will contain enclosed garages, landscaping, self contained laundry facilities within each unit and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 11, 12, 13 and 14

Phase II

Four (4) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 11-1, 12-1, 13-1 and 14-1 and designated Unit Type "1".

Four (4) two bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 2,000 square feet of living area and numbered units 11-2, 12-2, 13-2 and 14-2 and designated Unit Type "2".

Four (4) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 11-3, 12-3, 14-3, and 14-3 and designated Unit Type "3".

TOTAL 12 UNITS

Phase II will contain enclosed garages, landscaping and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 1, 2, 9, 10, 18 and 19

Phase III

Six (6) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400

square feet of living area and numbered units 1-1, 2-1, 9-1, 10-1, 18-1 and 19-1 and designated Unit Type "1".

Six (6) two bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 2,000 square feet of living area and numbered units 1-2, 2-2, 9-2, 10-2, 18-2 and 19-2 and designated Unit Type "2".

Six (6) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 1-3, 2-3, 9-3, 10-3, 18-3 and 19-3 and designated Unit Type "3".

TOTAL 18 UNITS

Phase III will contain enclosed garages, landscaping, laundry facilities and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 3, 4, 7, 8, 20 and 21

Phase IV

Six (6) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 3-1, 4-1, 7-1, 8-1, 20-1 and 21-1 and designated Unit Type "1".

Six (6) two bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 2,000 square feet of living area and numbered units 3-2, 4-2, 7-2, 8-2, 20-2 and 21-2 and designated Unit Type "2".

Six (6) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 3-3, 4-3, 7-3, 8-3, 20-3, and 21-3 and designated Unit Type "3".

TOTAL 18 UNITS

Phase IV will contain enclosed garages, landscaping, laundry facilities and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 5, 6, 22, 23 and 24

Phase V

Five (5) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400

square feet of living area and numbered units 5-1, 6-1, 22-1, 23-1, 24-1 and designated Unit Type "1".

Five (5) two bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 2,000 square feet of living area and numbered units 5-2, 6-2, 22-2, 23-2 and 24-2 and designated Unit Type "2".

Five (5) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 5-3, 6-3, 22-3, 23-3 and 24-3 and designated Unit Type "3".

TOTAL 15 UNITS

Phase V will contain enclosed garages, landscaping, and other matters as identified on Composite Exhibit "B".

4. If the additional phases are developed and added to the condominium, such action will have the following impact:

A. Reduction in the applicable fractional share of ownership in the common elements.

B. A dilution of individual voting power by increasing the number of votes.

C. Expansion of the condominium property.

D. Increase in the number of units.

E. Aggregate expenses attributable to maintenance, operation and management of the condominium will be increased.

F. Unit owners in the new phase will be required to contribute to the above expenses, relating to the common elements and the older phase(s) and vice-versa. Such expenses may be reasonably anticipated to be higher with respect to the older phase(s) as a result of age and, therefore, unit owners in the new phase may be contributing a somewhat disproportionately higher share of common expenses of the entire condominium.

G. Insurance burdens may be increased, as may the risk of injuries or damages to the property occurring on the common elements by reason of the fact that the common elements may be more extensive.

Anything to the contrary notwithstanding, the Developer is not obligated to build any phase other than Phase I. The Developer shall notify owners of existing units, however, of the commencement, or the decision not to add, the additional phases. Notices shall be given by certified mail addressed to each unit owner at the address of his/her unit or at the last known address which shall be furnished by the unit owner to the Association. If the other phases are not built, the units which are built and made part of the condominium are subject to 100 percent ownership of all common elements within the phase actually developed and added as a part of the condominium.

Subsequent phases may be added to the condominium by amendment to the Declaration of Condominium, executed by the developer with the same formalities as are applicable to the execution of deeds and recorded in the Public Records of Collier County, Florida. Each such amendment shall contain a statement submitting the appropriate parcel, and all units and common elements constructed thereon, to the condominium form of ownership as the applicable phase of the condominium under and pursuant to the Declaration, and shall contain, as exhibits thereto, the survey and surveyor's certificate complying with the provisions of Section 718.104(4)(e) of the Florida Condominium Act. The consent of the unit owners or the Association shall not be required.

All rights, benefits, and privileges reserved to the Developer under the Declaration or the Act with respect to Phase I shall also be applicable to the other phases.

In the event the additional phases are not made part of the condominium, the Developer of the land not so added to the condominium (and each and every such developers, successors, and assigns regardless of the number thereof) may construct improvements thereon that such developer or successor developers may desire and shall not be restricted in any manner by the construction of Phase I or the additional phases (if constructed and added to the condominium), or by the proposed survey or plot plans for any other such phases.

The estimated date of completion of the condominium is in the ^{PAGE} Purchase Contract in paragraph XXX thereof.

The estimated completion date for each phase of the condominium is as follows:

Phase I will be completed and added to the condominium no later than June 30, 1989.

Phase II will be completed and added to the condominium no later than December 31, 1990.

Phase III will be completed and added to the condominium no later than December 31, 1992.

Phase IV will be completed and added to the condominium no later than December 31, 1994.

Phase V will be completed and added to the condominium no later than June 30, 1996.

The time period for completion of all additional phases, if any, shall not exceed seven (7) years from the date of recording the Declaration of Condominium.

5. Plot Plan and Survey of the Condominium.

The plot plan and survey of the condominium is graphically described and set forth in Composite Exhibit "B" of the Declaration of Condominium.

6. Maximum Number of Units that Will Use the Facilities in Common with the Construction.

This condominium is a five (5) phase condominium that the Developer proposes to build in Collier County, Florida. The maximum number of units that will use the facilities in common with this condominium including all of the units in all of the completed phases is seventy-two (72).

7. Fee Simple Interests.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

Title to the land which the Developer will submit to Condominium will be held in FEE SIMPLE.

ALL SALES OF UNITS IN THIS CONDOMINIUM WILL PROVIDE FOR THE TRANSFER TO THE PURCHASER OF A FEE SIMPLE TITLE TO THE UNIT.

8. Leasing of Units.

The Developer does not presently intend to engage in a program of leasing unsold units, but reserves the right to do so. If a unit has been previously occupied, the Developer will so advise the prospective purchaser in writing prior to the time that the purchaser is required to execute a purchase agreement.

9. Renting of Units.

Entire units in the condominium may be rented by the unit owner himself or through an authorized rental agent subject to the provisions of Article IV N. of the Declaration and the rules and regulations of the Association. A unit owner renting his unit shall remain liable for any violations of restrictions and regulations by his tenant.

10. Management, Maintenance and Operation of the Condominium Property.

THE MANAGEMENT OF THE CONDOMINIUM PROPERTY SHALL BE HANDLED BY THE TRA-VIGNE' CONDOMINIUM ASSOCIATION.

Arrangements for the management, maintenance and operation of the condominium property shall be as provided for as the Board of Administration of the condominium may determine from time to time.

11. Developer Control of the Association.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Article VII, Paragraph 7.3 of the Articles of Incorporation of the Association attached as an exhibit to this Prospectus and Article IV Paragraph C of the Bylaws of the Association attached as an Exhibit to this Prospectus set forth in detail this right of control.

12. Utility and Other Services.

Electricity for the condominium will be furnished by Florida Power and Light. Telephone services will be furnished by United Telephone Service. Storm drainage will be accomplished according to the requirements of Collier County. Trash and waste disposal will be provided by such waste disposal service as approved by Collier County. Currently Yahl Brothers is the approved disposal service. Water services will be furnished by Collier County. Cable television service will be furnished by Golden Gate

Cablevision. Sanitary sewer service and irrigation water will be provided by Vineyard Utilities, Inc.

13. Apportionment of Common Expenses and Ownership of Common Elements.

The common expenses and ownership of common elements have been apportioned among the units on the basis of fractional share of the total number of units within the condominium. Article IX of the Declaration of Condominium and Composite Exhibit "E" set forth the apportionment of common elements and ownership of common elements for each particular unit.

14. Recreational and Other Common Facilities.

The maximum number of dwelling units which will use the recreational facilities in common with the condominium is seventy-two (72).

The following facilities ("Recreational Facilities") are to be built concurrently with each phase of the Condominium to be built as shown on Composite Exhibit "B" and will be used only by unit owners of the Condominium, their guests, persons leasing or renting units in the Condominium, or owners of other property units constructed on lands designated for future phases, if such phases are not constructed:

PHASE I

One (1) free-form, unheated swimming pool which will have a capacity of not less than 15,800 gallons and a maximum depth of four (4) feet at its deepest point, with a capacity of 30 people. The swimming pool will be surrounded by a pool deck, approximately thirty (30) feet by fifty (50) feet in size inclusive of the pool areas. The pool will be located within Phase I as identified in Composite Exhibit B and will be in substantially the form as specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Building Numbers 15, 16 and 17. The maximum number of dwelling units which will use the facility in common with the condominium is 9.

PHASE II

One (1) free-form, unheated swimming pool which will have a capacity of not less than 15,800 gallons and a maximum depth of four (4) feet at its deepest point, with a capacity of 30 people. The swimming pool will be surrounded by a pool deck, approximately thirty (30) feet by fifty (50) feet in size, inclusive of the pool area. The pool will be located within Phase II as identified in Composite Exhibit "B" and will be in substantially the form as specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Building Numbers 11, 12, 13 and 14. The maximum number of dwelling units which will use the facility in common with the condominium is 9.

PHASE III

One (1) unheated swimming pool which will be no less than fifteen (15) feet by fifty-two (52) feet in size and four (4) feet in depth at its deepest point, with a capacity of 50 people. The swimming pool will be enclosed by a pool deck which shall not be less than sixty-six feet by twenty-three (23) feet in size inclusive of the pool area. The pool will be located within Phase III as identified in Composite Exhibit "B" and will be substantially in the form specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common area for Buildings 1, 2, 9, 18 and 19. The maximum number of dwelling units which will use the facility in common with the condominium is 15.

PHASE IV

One (1) unheated swimming pool which will be no less than fifteen (15) feet by fifty-two (52) feet in size and four (4) feet in depth at its deepest point, with a capacity of 50 people. The swimming pool will be enclosed by a pool deck which shall not be less than sixty-six feet by twenty-three (23) feet in size inclusive of the pool area. The pool will be located within Phase IV as identified in Composite Exhibit "B" and will be substantially in the form specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common area for Buildings 3, 4, 7,

8, 20 and 21. The maximum number of dwelling units which will use the facility in common with the condominium is 15.

PHASE V

One (1) free-form, unheated swimming pool which will have a capacity of not less than 15,800 gallons and a maximum depth of four (4) feet at its deepest point, with a capacity of 30 people. The swimming pool will be surrounded by a pool deck, approximately thirty (30) feet by fifty (50) feet in size, inclusive of the pool area. The pool will be located within Phase V as identified in Composite Exhibit "B" and will be substantially the form as specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Building Numbers 5, 6, 22, 23 and 24. The maximum number of dwelling units which will use the facility in common with the condominium is 9.

In addition to the Recreational Facilities, all Unit Owners of the Condominium, their guests, persons leasing or renting a unit(s) in the Condominium, or Owners of other residential property units constructed on lands designated for future phases, if such phases are not constructed, shall be entitled to use the Common Areas located within The Vineyards, as described in the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards attached hereto as Composite Exhibit "L".

The obligation of the developer to build the Recreational Facilities shall arise during the construction of each phase of the Condominium to be built.

The developer does not make any commitment to furnish any personal property, but the developer may furnish items of personal property for use with the Recreational Facilities.

The Recreational Facilities are for the use and benefit of the Condominium. The Recreational Facilities will be limited common elements of the Condominium.

The 'Tra-Vigne' Condominium Association (the "Association") will be responsible for maintenance, management, upkeep and replacement of the Recreational Facilities. The Association will assess the units entitled to use these Recreational Facilities for

its expenses regarding such activities. Each unit will bear a prorata share of the costs based on the number of units. As additional units are constructed, either as phases under this Condominium or as property units constructed upon lands presently designated as future phase lands, the Association will assess additional units equally with other units, thereby reducing the share of maintenance expense assessed to the units comprising first phase to be built. These assessments by the Association may be directly to the unit owners or other residential owners association serving the lands presently designated as future phase lands.

The Association will also be responsible for maintenance, management, upkeep and replacement of all roadways and streets located within the Condominium property. The Association will assess the number of units entitled to use the roadways and streets equally for its expenses regarding such activities. Upon completion of construction of future phases or other property units constructed upon lands presently designated as future phase lands, each unit will bear a prorata share of the costs based on the total number of units using the entrance road. As additional units are constructed, either as phases under this Condominium or as property units constructed upon the lands presently designated as future lands, the Association will assess these additional units equally with other units, thereby reducing the share of maintenance expense assessed to the initial units built under this Condominium.

UNIT OWNERS AND, IF ADDITIONAL PHASES ARE CONSTRUCTED, OWNERS OF OTHER PROPERTY UNITS CONSTRUCTED ON LANDS DESIGNATED FOR FUTURE PHASES, ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT OF THE RECREATIONAL FACILITIES AND ENTRANCE ROAD. THERE IS A LIEN RIGHT AGAINST EACH PROPERTY UNIT TO SECURE THE PAYMENT OF ASSESSMENTS FOR SUCH EXPENSES. THE PROPERTY UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. See Article IV of Declaration of Protective Covenants and Restrictions attached to this Prospectus as Exhibit M.

There will be no money spent for additional recreational facilities or enlargement of such facilities.

15. Estimated Operating Budget.

An estimated operating budget for the Condominium and the Association, and a schedule of unit owner's expenses, are attached as Composite Exhibit "F". Each buyer will pay his proportionate share of the common expenses, and the Developer will contribute to the common expenses only as described below.

16. Budget Guarantee.

After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a unit owner, but not exceeding such period of time as the Developer shall have guaranteed that the assessment for common expenses of the condominium imposed upon unit owners other than the Developer shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other unit owners, as may be required by the Association to maintain the condominium. Other than as guaranteed herein, in no event shall the Developer be required to contribute to the common expenses as to the units owned by it in any amount exceeding the obligation for such unit as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of condominium units during the guaranteed period as aforesaid, and if any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by the Developer as all other unit owners.

Developer guarantees that the assessments for common expenses for calendar year 1989 will not increase above the dollar figures in the Estimated Operating Budget for the first twelve (12) months of the condominium, as pro-rated for the months during 1989 for which assessments are actually due. Developer further guarantees that assessments for calendar years 1990 and 1991 will not increase to more than the following amount for each unit:

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
1990	89.41	268.20	1072.90
1991	102.82	308.50	1233.80

The developer will fund any shortfall produced by the collection of assessments at the guaranteed levels for 1990 and 1991, and those portions of 1989 covered by this guarantee. In exchange for this guarantee, developer will not pay assessments on unsold units. This composite guarantee begins upon the first day of the fourth month following the closing of the purchase and sale of the first condominium unit, and ends on December 31, 1991, or until the date the developer relinquishes control or no longer controls the condominium, whichever first occurs.

17. Phased Condominium.

A. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. THE PHASING IS DESCRIBED IN PARAGRAPH 2 OF THE TEXT ON PAGE (1) AND IN ARTICLE III, Paragraph A OF THE DECLARATION OF CONDOMINIUM ATTACHED AS AN EXHIBIT.

B. Reservation of Right to Add Additional Phases and Description of Phases of the Condominium.

1. The Developer may and hereby reserves the right to develop the Condominium in up to five (5) phases, to be designated as Phases I, II, III, IV and V, respectively. The Phases I-V are legally described in Composite Exhibit "A". All land which may become a part of the Condominium, if all five (5) phases are submitted as part of the Condominium, is situated in Collier County, Florida.

2. The initial Phase of this Condominium (Phase I) will be declared and submitted to condominium

pursuant to this Declaration as set forth in Articles I and III, the legal description of which is set forth in Composite Exhibit "A".

3. Until seven (7) years after the date of the recording of the Declaration of Condominium, the Developer shall have and hereby reserves the right to amend this Declaration, by recording in the Public Records of Collier County, Florida, an amendment or amendments executed solely by the Developer submitting to the condominium form of ownership, and expanding this condominium to include any and all of the additional phases of the Condominium legally described and graphically depicted in Composite Exhibits "A" and "B" attached hereto, as Phases II, III, IV, and V, respectively (Phases II-V being sometimes herein referred to as the "Additional Phases"). Phase II, if submitted to condominium ownership as part of the Condominium, will include four residential buildings which are two-stories in part and one-story in part, and will contain a maximum of twelve (12) and a minimum of ten (10) dwelling units; Phase III, if submitted to condominium ownership as part of the Condominium, will include six (6) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of eighteen (18) and a minimum of fifteen (15) dwelling units; Phase IV, if submitted to condominium ownership as part of the Condominium will include six (6) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of eighteen (18) and a minimum of fifteen (15) dwelling units; Phase V, if submitted to condominium ownership as part of the Condominium, will include five (5) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of fifteen (15) and a minimum of twelve (12) dwelling units; for a maximum total of

sixty-three (63) units, each with the approximate size, boundaries and descriptions of the Units, Common Elements and Limited Common Elements to be similar to that described in Article III of the Declaration of Condominium attached hereto as an exhibit.

4. If and when any of the Additional Phases are submitted to condominium ownership as a part of this Condominium, all definitions and provisions of said Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all units, Common Elements and Limited Common Elements in such Additional Phase or Phases except for descriptions and sizes of particular units, common elements and limited common elements which may differ.

5. An amendment to the Declaration of Condominium, attached hereto as an exhibit, executed by the Developer pursuant to this Article III, shall be effective at the time of filing of the amendment in the Public Records of Collier County, Florida, and shall be effective and binding on all unit owners and units within the Condominium. The joinder or consent of unit owners or mortgagees shall not be necessary for such an amendment to be effective.

6. The Developer shall not be obligated to declare and submit any, all or any combination of the Phases II-V property, as a part of the Condominium, or to declare any one of them if it declares any other or others of them to be a part of the Condominium Property, or to add them to the Condominium, if at all, in ascending numerical order or any other particular order. The Developer shall have and reserves the right to develop (including as a separate condominium or condominiums) or sell any, all or a portion of such property in any manner or to any person or entity free of any restriction hereunder.

7. BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM. The Developer shall have the right to change, alter, vary or modify, subject to the provisions of the Florida Condominium Act, the architectural style, size, number, and floor plan of the buildings and units to be constructed in Phase I and in any Additional Phase or Phases.

Any change, alteration, variation, or modification of any building or unit in Phase I or any Additional Phase or Phases must be in compliance with Collier County Development Order 85-2, applicable P.U.D. documents for the Vineyards of Naples, the Declaration of Covenants and Restrictions for the Vineyards of Naples and approval by The Vineyards Architectural Review Board.

8. Unit owners in any declared Phase shall have no rights in any other Additional Phase or Phases, unless and until an amendment pursuant to this Article III is recorded in the Public Records of Collier County, Florida, with respect to any such phase(s). If the Condominium is not expanded to include any Additional Phase or Phases within the time period described in Paragraph 4 of this Prospectus, the unit owners in the property which has then been submitted hereunder (which at that time would contain all of the units of the Condominium) shall be entitled to one hundred percent (100%) ownership of all common elements within such property with their undivided interests therein being determined as set forth in Composite Exhibit "E" attached hereto. If and when the Condominium is expanded to include Additional Phases as a part of the Condominium, the unit owners in Phase I property and the unit owners in each such Additional Phase or Phases will own the common elements within the Phase II property and within such Additional Phase or Phases as are added,

with their undivided interest therein being as set forth or determined in the applicable schedule of Composite Exhibit "E" attached hereto.

C. The maximum number of buildings containing units will be twenty-four (24), the total number of units in each building will not exceed three (3). The square footage of the units that may be contained with each Phase which may be added to the condominium will be no less than 1,950 total square feet and no more than 3,100 square feet in total area.

D. Reference to "substantial changes" in additional buildings and units per Florida Statutes 718.504(14)(c).

18. Use Restrictions.

Use of the Condominium property, as provided for in Article XIV of the Declaration of Condominium beginning on page 36, shall be in accordance with the following provisions:

A. Units. Each of the Units shall be occupied only by an Owner, members of his or her family, his or her servants, guests and lessees, as a residence and for no other purpose. Where title to a Unit is held in a partnership, trust, corporation or other than individual name or names, the Unit Owner(s) shall, by certificate delivered to the Secretary of the Association, appoint a Designated Family as the primary occupant entitled to use of the Unit and name one (1) member of the Designated Family as the Voting Member. In such case, no more than one (1) family occupant may be designated at a time, unless the Board of Directors of the Association consents. Where title to a Unit is held in the name of any individual (with or without spouse) or jointly with another individual (with or without spouse), the Unit Owners may designate the families of all Unit Owners as the primary occupants entitled to use of the Unit but shall, by certificate delivered to the Secretary of the Association, designate one (1) of the Unit Owners as the Voting Member.

The Board of Directors shall have the right to approve or disapprove each Designated Family. No Unit may be divided

or subdivided into smaller Units nor any portion sold or otherwise transferred, without amending this Declaration to show the changes in the Units to be affected.

D. Common Elements. In order to provide for congenial occupancy of each building, the Common Elements shall be used only for the purpose for which they are intended in furnishing of services and facilities for the enjoyment of the Units.

C. Loud Vehicles or Machines. No truck, commercial vehicle, recreational vehicle, motorcycle and no trailer, tractor, boat, disabled vehicle or loud or noisy machine or device shall be permitted to be permanently parked or stored in any parking area, street, or other portion of the Condominium Property, unless kept fully enclosed inside a structure, nor shall such items be used in any offensive manner; provided however, that this provision shall not preclude the use of any delivery truck or other trucks, equipment or machinery necessary for the construction, maintenance, care, marketing or protection of the Condominium Property. No motor vehicle of any type shall be repaired on the Condominium Property. Variances from the provisions in this Paragraph C may be obtained from the Board of Directors of the Association at its sole and unfettered discretion exercised or re-exercised at any time.

D. Nuisances. No nuisance shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to Unit occupants or guests or which interferes with the peaceful possession and proper use of the property by Unit Owners or lessees. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any

property operated by the Association nor any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

F. Guests. The Unit Owners shall be fully responsible for the activities and actions of their guests, invitees, lessees and visitors (which may not exceed two per bedroom) and shall take all action necessary or required to insure that all guests, invitees and visitors fully comply with the provisions of this Declaration and all Rules and Regulations of the Association.

G. Children. The Association may promulgate reasonable Rules and Regulations regarding the times and manner of children's use of the Common Elements, including any recreational facilities.

H. Pets. No Unit or portion of the Condominium Property or any property operated by the Association shall be occupied by any pet animal except dogs, cats, tropical fish or birds in cages so shall be affirmatively approved by the Board of Administration. Any such approval may be terminated at any time by the Board of Administration. However, the weight of any one such pet may not exceed ten (10) pounds. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. All pets must be on a leash at such times as they are on the Condominium Property or property operated by the Association, and the Owner of any pet animal shall be liable for any and all damage, shall clean and police the areas used by said animal and shall indemnify the Association and its members for any and all damage caused by such animal to any part of the Condominium Property or property operated by the Association.

I. Exteriors. No change shall be made in the color or kind of any exterior window, door, storm or hurricane shutter, fence, terrace, loggia, balcony, canopy, glass or screen of a Unit, except with the prior written consent of the Board of Directors of the Association and the Developer, as long as any Units are held for sale in the ordinary course of business by the Developer. All shutters and reflective window covering, or other such covering of the exterior doors and windows and the linings and/or backings of drapes and curtains shall be uniform in color, as prescribed by the Board of Directors and the Developer. A Unit Owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings, and/or storm shutters, doors or windows of the building, nor shall a Unit Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, nor shall a Unit Owner place any furniture or equipment, speakers, radio, televisions or lights outside his Unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors.

J. Regulations. Reasonable regulations and penalties for the violation thereof concerning the use of the Condominium Property may be adopted and amended from time to time by the Association in the manner provided by the Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners, upon request.

K. Signs. No signs, other displays or advertising shall be maintained on any part of the Condominium Property, except on an Association bulletin board, if any. Notwithstanding the restrictions of the preceding sentence, the right is specifically reserved in the Developer to place "For Sale" or "For Rent" or "Model" signs in connection with any unsold or unoccupied Unit it may from time to time own. The same right is reserved to any Mortgagee of Record which

may become the Owner of a Unit and to the Association as to any Unit which it may own.

L. Employees and Servants. Employees and servants of a Unit Owner shall be allowed to use any of the recreational areas or facilities, if any, for their personal use, subject, however, to approval and Rules and Regulations promulgated by the Board of Directors of the Association.

M. Noise - Abatement. In the event the Board of Directors of the Association determines that any noise is being transmitted to another Unit or to Limited Common Areas and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors.

N. Leasing and Renting. Notwithstanding any provisions in this Declaration to the contrary, entire Units may be leased or rented by the Unit Owner himself or through any other person or entity authorized to lease or rent property in this State. For a term of not less than ninety (90) days in any calendar year not to exceed three (3) times in any calendar year. A Unit Owner leasing or renting his Unit shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee or tenant of any and all restrictions and regulations. Every lease or rental agreement shall be subject to all Condominium Documents including the Rules and Regulations of the Association and the provisions of the Condominium Act.

O. Alteration. No owner shall make, allow or cause to be made any structural addition or alteration of his Unit or the Common Elements without the prior written consent of the Board of Directors of the Association, subject to approval or disapproval by The Vineyards Architectural Review Board.

P. Proviso. Until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the Condominium, neither Unit Owners, the

Association, nor the users of the Condominium Property shall interfere with the completion of the contemplated improvements and their sale, including, but not limited to, operation of a model or models, the showing of the property, and the display of signs.

Q. Other. In addition to the aforementioned restrictions, Unit Owners and owners of residential property units constructed upon lands presently designated as future phase lands, shall be subject to the use restrictions contained in that certain Declaration of Master Covenants and Restrictions for The Vineyards, attached hereto as Composite Exhibit "L".

19. Restrictions Upon Sale, Transfer or Conveyance of a Unit.

THE SALE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Article XV, beginning at page 41 of the Declaration of Condominium attached hereto as an exhibit, reserves to the Association the right (a) as to the proposed sale of a unit, to approve the sale or disapprove the sale, and either purchase the unit itself or provide an acceptable purchaser who will purchase the unit, and, in either event, the sale and purchase to be upon the terms and conditions originally proposed or shall be the fair market value; and (b) with respect to any other transfer of title of a unit, the right to impose terms and conditions upon the transfer, including requirements regarding occupancy of the unit and casting of votes in Association affairs; and the right to disapprove the transfer subject to the Association providing a person or entity who will purchase the unit or purchasing the unit itself.

20. Estimated Closing Costs/Proration of Taxes, Dues and Assessments.

Buyers will pay to Sellers 1.0% of the purchase price as closing costs for which Sellers will provide to Buyers:

- (i) An owners policy of title insurance in an amount equal to the cost of the unit;
- (ii) General Warranty Deed.
- (iii) Documentary Stamps for the deed;

- (iv) Certificate of Approval from condominium association;
- (v) Recording of Warranty Deed and Certificate of Approval;
- (vi) All costs in excess of the 1.0% paid by Buyer for these items will be paid by Seller.

In addition Buyer will pay, if applicable:

- (i) All expenses surrounding Buyer's mortgage, including bank charges, mortgagee title insurance policy, attorney fees, recording of mortgage, and documentary stamps on note and mortgage;
- (ii) Buyer's pro rata share of taxes and condominium quarterly maintenance assessments adjusted at time of closing;
- (iii) Capital assessment of \$150.00 which shall be paid as initial capital to the Association.

21. Title Insurance.

A title insurance policy shall be available to the Purchaser and the expense of such policy is to be borne by the Purchaser as part of its closing costs as mentioned above.

Taxes, assessments, charges and other expenses of the unit will be prorated as of the date of closing.

22. TIME SHARE ESTATES WILL NOT BE CREATED IN RESPECT TO ANY PHASES IN THIS CONDOMINIUM.

23. Background of Developer.

The developer is Hallmark Investment Associates, Inc., a Florida Corporation. Hallmark Investment Associates, Inc. now bring three decades of quality innovative community and residential development expertise to Tra-Vigne' at The Vineyards. The diversely talented team of Hallmark consistently creates successful residential properties in prestigious developments. Included among these are the communities of Bonita Bay, Imperial Golf Estates and now The Vineyards. This corporation was formed to develop condominium properties, and Tra-Vigne' is the first condominium development undertaken by this Corporation.

The President and Chief Executive Office of Hallmark Investment Associates is Mr. Thomas Daiello. Mr. Daiello is also the chief executive officer of Quality Homes of Naples, Inc., which has constructed commercial and residential properties in the Naples, Florida, area for over six years.

DECLARATION OF CONDOMINIUM

OF

TRA-VIGNE, A CONDOMINIUM

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Composite Exhibit "A" - Legals for Phase I and
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Composite Exhibit "B" - Survey, plot plan, floor
plans, graphic description of
improvements and proposed
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Composite Exhibit "C" - Articles of Incorporation of
'Tra-Vigne' Condominium
Association, Inc.

Composite Exhibit "D" - By-Laws of Tra-Vigne'
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Composite Exhibit "E" - Formula for determining share
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- Composite Exhibit "P"-- Estimated Operating Budget
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- Composite Exhibit "M"-- Declaration of Protective
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- Composite Exhibit "N" - Maintenance Schedule for Sanitary Sewers

OF

TRA-VIGNE', A CONDOMINIUM

THIS DECLARATION, made this 3rd day of April, 1989, by HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation, herein called "Developer", for itself, its successors, grantees and assigns,

WHEREIN, the Developer makes the following declarations:

ARTICLE I

INTRODUCTION AND PURPOSE

A. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument, and improvements thereon, to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, hereinafter called the "Condominium Act".

B. NAME AND ADDRESS. The name by which this condominium is to be identified is TRA-VIGNE' and the improvements known as Phase I are located at 237 Via Perignon, Naples, Florida 33961.

C. THE LANDS. The land is situate and lying in Collier County, Florida and owned by Developer in fee simple. By this instrument, said land, known and designated as Phase I, is submitted to the condominium form of ownership, subject to phasing, easements, limitations, conditions, and restrictions of record, and is described on the attached Composite Exhibit "A", together with such lands as may hereafter be submitted to the condominium form of ownership and added as phases to this condominium as described on the attached Composite Exhibit "B".

ARTICLE II

DEFINITIONS

The following terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act, Florida Statutes, Section 718.103, and as follows, unless the context otherwise requires:

A. ASSESSMENT - A share of the funds ^{OR BOOK} required for the payment of Common Expenses, which from time to time is assessed against the Unit and Unit Owner.

B. ASSOCIATION - The corporate entity which will be responsible for the operation of this Condominium. As used herein, the word "Association" refers to Tra Vigne' Condominium Association, Inc., a Florida not-for-profit corporation.

C. ASSOCIATION PROPERTY - That property, real or personal, in which title or ownership is vested in the Association for the use and benefit of its members.

D. AMENDMENT TO DECLARATION - Any alteration, change or correction in the original filed and recorded Declaration of Condominium.

E. BOARD OF ADMINISTRATION - Board of Directors or other representative body responsible for the administration of the Association.

F. BY-LAWS - The By-Laws of the Association as they exist from time to time.

G. CERTIFICATE OF APPROVAL/DISAPPROVAL - Formal recordable notification from the Association in the event of the proposed transfer of a Condominium Unit by way of sale, lease, gift, devise, inheritance or otherwise.

H. COMMON ELEMENTS - Those items stated in the Condominium Act and all those portions of the Condominium Property and Improvements not included in the Units. Common Elements shall also include the following:

1. The land upon which the Improvements described herein are located and any other land included in the Condominium Property, whether or not contiguous.

2. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements.

3. An easement of support in every portion of a Unit which contributes to the support of the Improvements.

4. Installations for the furnishing of utility services to more than one Unit, to the Common Elements or to a Unit other than the Unit containing the installation.

5. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

I. COMMON EXPENSES - All expenses hereinafter described for which the Unit Owners are liable and which are properly incurred by the Association for the use and benefit of the Condominium.

J. COMMON SURPLUS - The excess of all receipts of the Association collected on behalf of the Condominium over and above the amount of Common Expenses, which receipts include, but are not limited to, assessments, rents, profits, and revenues on account of the Common Elements.

K. CONDOMINIUM - That form of ownership of real property which is comprised of Units that may be owned by one or more Unit Owners and there is appurtenant to each Unit, as a part thereof, an undivided share in the Common Elements. As used herein, the words "the Condominium" refer to Tra-Vigne'.

L. CONDOMINIUM BUILDINGS - The buildings shown on the drawings attached hereto as Exhibit "B" or such portion thereof as are submitted to the condominium form of ownership by this Declaration or any amendment thereto.

M. CONDOMINIUM DOCUMENTS - A collective reference to the Articles of Incorporation and By-Laws of the Association, and this Declaration and its exhibits.

N. CONDOMINIUM PARCEL - A Unit as herein defined, together with the undivided share in the common elements which is appurtenant to the unit, and deemed a separate parcel of real property the ownership of which is in fee simple. There shall pass with each Unit, as appurtenances thereof:

1. An undivided share in the Common Elements and Common Surplus.

2. The exclusive right to use such portion of the Common Elements as may be provided by this Declaration.

3. An exclusive easement for the use of the airspace occupied by a Unit as it exists at any particular time and as a Unit may be lawfully altered or reconstructed from time to time, which exclusive easement shall be terminated automatically in any airspace which is vacated.

4. Membership in the Association designated in the Declaration, with the full voting rights appertaining thereto.

5. Such other appurtenances as may be provided herein or by law.

The owner of a Unit is entitled to the exclusive possession of such Unit. The Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units.

O. CONDOMINIUM PROPERTY - The lands, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

P. CONTINGENCIES - Those monetary expenses conditioned upon the occurrence of some future event which is itself uncertain or questionable.

Q. DECLARATION/DECLARATION OF CONDOMINIUM - The instrument by which a Condominium is created, as same may from time to time be amended.

R. DEED - A recordable document by which ownership of a Unit is conveyed to a Unit Owner.

S. DEED IN LIEU OF FORECLOSURE - A recordable Deed by which a Unit Owner gives back ownership in his Unit to the Mortgagee in lieu of a foreclosure action being instituted against the Unit Owner by the Mortgagee.

T. DESIGNATED FAMILY - Primary occupant entitled to use of Unit where title to a Unit is held by a partnership, trust, corporation or other than an individual name.

U. DEVELOPER - The person who creates the Condominium or offers Condominium Parcels for sale in the ordinary course of business. Hallmark Investment Associates, Inc., a Florida corporation, is the Developer of this Condominium.

V. IMPROVEMENTS - Valuable addition(s) made to the property intended to enhance its value, beauty or utility to adapt it for new or further purpose.

W. LIMITED COMMON ELEMENTS - Those Common Elements which are reserved for the use of a certain Condominium Unit(s) to the exclusion of other Units, if any, as may be specified in this Declaration.

X. MANAGER - A person, corporation, organization or partnership which may contract with the Association to manage and maintain the Condominium according to a management agreement, except that the Manager shall not, at any time, be deemed to have any authority, privilege or power which the Association may not, under this Declaration or the Condominium Act, delegate to the Manager.

Y. MEMBER - An individual, partnership, trust or corporation which, by virtue of ownership of a Unit, enjoys membership in the Association.

Z. MORTGAGEE/MORTGAGEE(S) OF RECORD/RECORD OWNER(S) OF MORTGAGE(S) ON UNIT(S) - A life insurance company; federal, national or state bank or savings and loan association; union pension fund; real estate investment trust; Massachusetts Business Trust authorized to do business in the State of Florida; agency of the United States government; Federal National Mortgage Association (FNMA); or other generally recognized institutional lender who is the holder of any recorded Mortgage lien on the Condominium Property or any portion thereof, including any Unit; or any holder of a Mortgage given to or by the Developer, whether said Mortgagee is a generally recognized institutional lender or private individual or other party.

AA. OPERATION/OPERATION OF THE CONDOMINIUM - The administration and management of the Condominium Property.

BB. RESERVES - The monies ~~OR BOOK~~ back or retained ~~BACK~~ future or special use by the Association.

CC. RESIDENTIAL PROPERTY UNIT - Any dwelling unit intended for occupancy by one family or household.

DD. RULES AND REGULATIONS - The established procedures adopted by the Association for the benefit of the Condominium Unit Owners.

EE. SPECIAL ASSESSMENT - Any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

FF. UNIT(S) - A part of the Condominium Property which is subject to exclusive private ownership. The terms "Unit" and "Condominium Parcel" are used interchangeably in this Declaration.

GG. UNIT OWNER(S)/OWNER(S) OF A UNIT - The Owner of a Condominium Parcel.

HH. UNIT SPACE - The total enclosed living area of a Unit served by air conditioning equipment and exclusive of storage facilities not accessible from the interior of the Unit, balconies, patios, terraces, loggia and the like.

II. VOTING INTEREST - The number of votes entitled to be cast by a voting member.

JJ. VOTING MEMBER - The person with respect to each unit who shall be entitled to vote at any meeting of the unit owners.

ARTICLE III

DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS

A. GENERAL DESCRIPTION OF IMPROVEMENTS.

1. The Condominium consists of three (3) buildings which, together with the Land indicated on Composite Exhibit "B", is known as Phase I, which buildings are two-stories in part and one-story in part. Phase I contains nine (9) Units. The condominium also has enclosed garages, landscaping and other matters, as identified on Composite Exhibit "B".

2. Composite Exhibit "B" describes the Land which may become part of the Condominium and the land on which each phase is

to be built, although the Developer may make non-material changes in the legal description of each phase.

Each phase, if and as each is added to the Condominium, shall contain not less than nine (9) Units and not more than eighteen (18) Units. Phase I of the Condominium shall consist of three (3) buildings, which buildings shall not exceed two (2) stories in height. The Units are designated as the "Chanter," the "Chappallet" and the "Chandon" (hereinafter Unit Types 1, 2, and 3, respectively). Unit Type 1 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area. Unit Type 2 shall contain a minimum of 2,000 square feet of living area and a maximum of 2,100 square feet of living area. Unit Type 3 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area.

Phase II of the Condominium, if developed, will consist of four (4) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than ten (10) Units and not more than twelve (12) Units. Phase II also will have enclosed garages, landscaping, and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase III of the Condominium, if developed, will consist of six (6) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than fifteen (15) and not more than eighteen (18) dwelling units. Phase III also will have enclosed garages, landscaping, and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase IV of the Condominium, if developed, will consist of six (6) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than fifteen (15) and not more than eighteen (18) dwelling units. Phase IV also will have enclosed garages, landscaping and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase V of the Condominium, if developed, will consist of PAGE five (5) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than twelve (12) and not more than fifteen (15) dwelling units. Phase V also will have enclosed garages, landscaping and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

3. Each Unit's undivided share of ownership in the Common Elements and Common Surplus, if any, and each Unit's proportionate share in the Common Expenses, as each phase is added, if each phase is so added, shall be computed by the following formula for reallocating each Unit's proportion or percentage of ownership in the Common Elements and manner of sharing Common Expenses and owning Common Surplus as additional Units are added to the Condominium by the addition of any land: the number of Unit(s) owned by a Unit Owner divided by the total number of Units submitted to Condominium.

4. BY THIS DECLARATION, THE DEVELOPER IS SUBMITTING TO THE CONDOMINIUM FORM OF OWNERSHIP ONLY PHASE I AND IS SPECIFICALLY RESERVING THE RIGHTS TO ADD OR NOT ADD, IN ITS SOLE DISCRETION, THE ADDITIONAL PHASES REFERENCED HEREIN AND DESCRIBED ON THE ATTACHED COMPOSITE EXHIBIT "B". FURTHER, THE DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO DEVELOP THE PHASES IN ANY ORDER WHICH IT DEEMS ADVISABLE, IN ITS SOLE DISCRETION, REGARDLESS OF THE DESIGNATED NUMBER OF THE PHASE. FURTHER, THE DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE, ALTER, VARY, OR MODIFY, SUBJECT TO THE PROVISIONS OF THE CONDOMINIUM ACT, THE SIZE, NUMBER, STYLE AND FLOOR PLAN OF THE UNITS CONTAINED IN PHASE I.

5. The Recreation Area and Facilities (the "Recreational Facilities") indicated on Composite Exhibit "B" and the Entrance Road, indicated on Composite Exhibit "B", will be owned by The Association. The Recreational Facilities, if built, and the Entrance Road will be maintained by the Tra-Vigne'

Condominium Association (the "Association") solely for the use and benefit of and solely at the expense of the owner of residential property units within the land depicted on Composite Exhibit "B". The Recreational Facilities will include one (1) swimming pool constructed as a limited common area for Phase I. An additional swimming pool will be constructed concurrently with each subsequent phase, each swimming pool being a limited common area for the buildings and units constructed in that phase. If the Recreational Facilities are developed, then the Common Expenses will increase to include the assessment by the Association for the maintenance of the Recreational Facilities and any reserves provided therefor. In any event, the Recreational Facilities shall be built concurrently with each phase that is submitted to the Condominium.

In addition to the Recreational Facilities, all Unit Owners of the Condominium, their guests, persons leasing or renting a Unit(s) in the Condominium, or Owners of other residential property units constructed on lands designated for future phases, if such phases are not constructed, shall be entitled to use the Common Areas located within The Vineyards, as described in the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards attached hereto as Composite Exhibit "L".

6. The membership vote and other appurtenances relating to membership in the Association attributable to each Unit in each phase as each phase is added can be computed by means of the formula above-described. The results, if any phase or phases are not developed and added as part of the Condominium, can also be computed by means of said formula.

7. Timeshare estates will not be created with respect to Units in any phase.

8. The Developer reserves the right, subsequent to the recording of this Declaration of Condominium, to change: the estimated completion date of any Phase; the size, configuration and boundaries for any Phase; the location of proposed building and improvements; the Unit's percentage of ownership in the common elements as each Phase is added; the membership vote and ownership in the Association attributable to each Unit in each Phase;

provided, however, the Developer amends this Declaration accordingly and such amendment is consistent with the provisions of Section 718.403(2), Florida Statutes.

9. Composite Exhibit "B" identifies the Condominium units, Common Elements, and Limited Common Elements in relation to each other, shows the proposed phases, as yet not substantially complete and, if and when such construction is substantially completed, the Developer shall amend this Declaration to include the certificate required by Section 718.104(4)(e), Florida Statutes.

Each Condominium Unit is identified by specific number and no Condominium Unit bears the same designation as any other Condominium Unit. Similarly, any parking space constituting a Limited Common Element bears a different designation from all other parking spaces constituting Common Elements.

10. If all Phases are added, the Condominium shall consist of not less than fifty-eight (58) total Units and not more than seventy-two (72) total Units and contain twenty-four (24) buildings.

11. All Units shall be sold as "fee simple" condominiums.

12. Developer reserves the right to change the interior design arrangement for any and all Units prior to contracting for the sale of said Units, and to alter the boundaries between Units, so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the common elements without amendment to this Declaration by approval of the Association of Unit Owners and Mortgagees of record, except as otherwise provided herein. If Developer shall make any changes in the boundaries between Units so authorized, such changes shall be reflected by an Amendment to this Declaration.

13. The time period for completion of all additional phases of the condominium, if any, shall not exceed seven (7) years from the date of recording the declaration of condominium or extend beyond June 30, 1996, whichever is earlier.

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B. UNIT BOUNDARIES. Each Unit shall include part of the building containing the Unit that lies within the boundary of the Unit as follows:

1. Each Unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter

walls. All bearing walls located within a Unit constitute part of the Common Elements up to the unpainted finished surfaces of said walls. All non-loadbearing walls and partitions within a Unit shall be owned by the Unit Owner. All doors, whether glass or otherwise, which are in the perimeter walls of a Unit shall be deemed a part of the Unit up to the exterior unfinished surface thereof.

2. The fenced backyard(s) or sideyard(s), if any, and the sidewalk(s) abutting Units, if any, are Limited Common Elements appurtenant to those Units to which they attach, and whose use is restricted to Units to which they are appurtenant. The boundary lines of each fenced backyard or sideyard attached to a Unit are the interior vertical surfaces thereof.

3. If there is attached to any Unit storage closet(s), balcony, patio, loggia, terrace or canopy, they are Limited Common Elements appurtenant to those Units to which they attach; but they are for recreational uses only and may not be improved except as permitted hereby, nor may they be used for hanging laundry and may not be enclosed, painted or the color or appearance otherwise altered by the owner except as permitted hereby.

4. Each dwelling Unit shall have an enclosed garage that is a limited common element to that unit.

5. Each Unit includes the undivided interests appurtenant to said Unit. Each Unit also includes all machinery, equipment, apparatus, air conditioning and heating units, air handlers, conduits, pipes, lines and wires serving only such Unit, whether same are located within or without the boundaries of such Unit, it being understood that same are owned by the Unit Owners and are not part of the Common Elements, even if located within the Common Elements.

ARTICLE IV

ASSOCIATION

The operation of the condominium shall be by the Association, which is a corporation not-for-profit organized under the laws of the State of Florida. The Association shall have all the powers,

rights and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration of Condominium, Articles of Incorporation, and the By-Laws of the Association. The Articles of Incorporation of the Association are attached as Composite Exhibit "C" hereto. By-Laws of the Association are attached as Composite Exhibit "D" hereto.

A. LIMITATION UPON LIABILITY OF ASSOCIATION.

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to the Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association, by improper or faulty workmanship or materials, or by the elements, or other Unit Owners or persons.

B. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject matter of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

D. ALL OWNERS SUBJECT TO DECLARATION. Every Owner of a Unit, whether he has acquired his ownership by purchase, gift or devise, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation, the By-Laws, and the provisions of this Declaration.

E. MEMBERSHIP. The record Owners of all Units in this Condominium shall be Members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in, a Condominium Parcel in said Condominium, whether by

conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the Public Records of Collier County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such a deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the parcel designated shall be terminated.

ARTICLE V

BY-LAWS

The operation of the Association shall be governed by the By-Laws of the Condominium Association which are attached as Composite Exhibit "D". Amendments to the By-Laws shall be valid when adopted in accordance with their provisions and when set forth in or annexed to a recorded amendment to the Declaration.

ARTICLE VI

AMENDMENT OF DECLARATION

Except as otherwise provided, this Declaration of Condominium may be amended in the following manner:

A. RESOLUTION. A resolution for the adoption of a proposed amendment to this Declaration may be proposed by either the Board of Directors of the Association or by voting Members of the Association holding not less than twenty percent (20%) of the votes of the Association. Proposed amendments shall be submitted to a vote of the Members of the Association. Members not present in person at the meeting at which the vote on the proposed amendment is taken may express their approval or disapproval by proxy executed in the customary corporate manner, provided such proxy is delivered to the Secretary at the commencement of or prior to the meeting. Except as elsewhere provided, approval of amendments must be either by:

1. Not less than two-thirds (2/3's) of the entire membership of the Board of Directors and by not less than two-thirds (2/3's) of the total votes of the membership of the Association;

2. Not less than seventy-five percent (75%) of the total votes of the membership of the Association; or

3. Until the first election of the entire Board of Directors by Unit Owners other than the Developer, all of the members of the Board of Directors.

B. PROVISO. Except as provided in this document:

1. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, should the proposed change be too extensive, a notation must be inserted immediately preceding the proposed amendment substantially stating: "Substantial rewording of Declaration. See Article VI for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

2. No amendment shall substantially or materially affect any property right of any Unit Owner, class or group of Unit Owners created hereunder, unless all the Unit Owner(s) so affected shall consent in writing.

3. No amendment shall either change any Unit or the share in the Common Elements appurtenant to it, or increase the Unit Owner's share of the Common Expenses, unless the record title holder of the Unit concerned and all Record Owners of Mortgages on such Unit shall join in the execution of the amendment.

4. No amendment shall make any change either in Article XVII entitled "Reserved Rights of Developer" or in any other article which affects the rights of the Developer.

5. No amendment shall affect any substantive right of a Mortgagee of Record hereunder, impair or prejudice the rights or priorities of any Mortgages, or change the provisions of this Declaration with respect to Mortgages of Record, without the written approval of all Record Owners of Mortgages so affected.

6. The right of the Developer to ~~amend~~ his Declaration of Condominium, as reserved in Article XVII, shall not be abridged in any manner by this article or any article of this Declaration or exhibits hereto.

7. No amendment to this Declaration may be made without the Developer's consent, as long as the Developer holds title to any Unit within the Condominium.

C. EXECUTION AND RECORDING. Except for amendments the Developer is authorized to make, a copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

ARTICLE VII

VOTING RIGHTS

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. At any meeting of the Members of the Association, the applicable vote by the Voting Member shall be entitled to be cast for each Unit, which vote shall not be divisible.

There shall be one (1) person with respect to each Unit, who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as the Voting Member and is hereafter referred to as the Voting Member.

If a Unit is owned by more than one (1) individual, the Unit Owners shall designate one (1) of them in writing as the Voting Member. If a Unit is owned by a corporation, one (1) of its officers or employees shall be designated by proper resolution as the Voting Member. If a Unit is owned by a partnership, all of the partners, by an appropriate resolution, shall designate one (1) of the partners as the Voting Member. If a Unit is owned by more than one (1) trustee, all of the trustees shall designate in writing one (1) of the trustees as the Voting Member. The By-Laws

of the Association shall govern the proceedings to follow in designating an individual as the Voting Member of the Unit.

Voting interests may be cast in person or by proxy as set forth in Article II paragraph D of the Bylaws of the Association attached as Composite Exhibit "D" hereto.

ARTICLE VIII

OWNERSHIP AND USE OF COMMON ELEMENTS

A. COMMON ELEMENTS. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements. The undivided interest, stated as percentages of ownership in the Common Elements, is set forth on Composite Exhibit "E" attached hereto.

The fee title to each Unit shall include both the Unit and the respective undivided interest in Common Elements. Such undivided interest in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to a Unit. Any attempt to separate the fee title to a Unit from the undivided interest in Common Elements appurtenant to each Unit shall be null and void. Use of the Common Elements shall be available to all Unit Owners, subject to Rules and Regulations promulgated by the Association.

B. LIMITED COMMON ELEMENTS. Limited Common Elements, if any, shall be owned and transferred in the same manner as the Common Elements are owned and transferred, and subject to the same restriction as are Common Elements as to separation thereof from the fee title to a Unit. Use of Limited Common Elements is reserved exclusively for Unit Owners (and their agents, guests and invitees) to whose Units the Limited Common Elements are appurtenant, subject to Rules and Regulations promulgated by the Association.

ARTICLE IX

COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses and any Common Surplus of the Association shall be shared by and owned by the Unit Owners in the same pro-

portion as their percentage of ownership interest in the Common Elements, as specified and set forth in Composite Exhibit "E" attached hereto. The foregoing ratio of sharing Common Expenses, Assessments and of owning Common Surplus shall remain, regardless of the purchase price of the Units and their locations.

ARTICLE X

ASSESSMENTS

The Association, through its Board of Directors, shall have the duty and power to fix, determine, make and collect Assessments, from time to time, Special Assessments, and such other Assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

A. SHARE OF COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as provided in Article IX and Composite Exhibit "E" of this Declaration.

B. COMMON EXPENSES INCLUDE. Common Expenses shall include, but not be limited to, the following: expenses of administration and management; property taxes and assessments against the Condominium Property (until such time as the taxes and assessments are made against the Condominium Units, individually, and thereafter, only such taxes and/or assessments, if any, as may be assessed against the Condominium as a whole, the Common Elements or any property owned by the Association); insurance premiums for fire, windstorm, flood and extended coverage insurance on the Condominium Property and Condominium personal property, public liability insurance and such other insurance as the Association shall deem necessary; legal and accounting fees; management fees; maintenance, repair and replacement expenses (but only as to the Common Elements, Limited Common Elements, and portions of Units, if any, to be maintained by the Association pursuant to this Declaration, and property owned or leased by the Association, except for emergency repairs or replacements to Units deemed necessary to protect the Common Elements and properly chargeable to the individual Unit concerned); assessments of the Master

Association; the creation of reasonable contingency or reserve requirements for the protection of Unit Owners and the Condominium Property (e.g., reserve for replacements and operating reserve to cover deficiencies in collections); all expenses for water and sewer service for individual units; all expenses declared to be Common Expenses by this Declaration; all expenses agreed upon as Common Expenses by the Association; all other expenses declared by the Board of Directors of the Association to be Common Expenses; and all expenses for any valid charge against the Condominium as a whole.

Unit Owners will pay either directly or indirectly for all of their utility services. Cable television and telephone service will be paid for directly or on an individual Unit Owner basis. Electronic or automatic security systems, if ultimately supplied to the Condominium and available to Unit Owners, may be contracted for and paid directly to the supplier of said service by the Unit Owners or may be billed directly to the Association and made a part of the Common Expenses as the Board of Directors of the Association shall determine. Electricity for each Unit will be paid for directly to the supplier of said service on an individual Unit basis. Electricity and water service for the Common Areas will be a Common Expense. Trash, refuse and/or dumpster, and storm sewer service, if any, charges will be assessed as part of the Common Expenses.

C. NONAVOIDANCE OF ASSESSMENT LIABILITY. The liability for Assessments may not be avoided by either the waiver of the use or enjoyment of any Common Elements, or by the abandonment of the Unit against which the Assessment is made.

D. DUE DATE, INTEREST, APPLICATION OF PAYMENTS. The Board of Directors shall determine the Assessment for each year annually in advance of such year. The first annual Assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment. Written notice of the annual Assessment shall be sent to every owner subject thereto. The due date shall be

established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments of a specified Unit have been paid. Assessments and installments on such Assessments shall be paid on or before ten (10) days after the date when such Assessments and installments are due. Any Assessment or installment not paid within ten (10) days after its due date shall be delinquent and the Unit Owner shall be charged interest at the highest rate allowed by law on the unpaid Assessment or installment on such Assessment or at the rate of eighteen percent (18%), whichever is less. Any such interest shall be calculated from the date when the Assessment or installation was first due until the date it is paid. All payments on an account shall be first applied to the interest, if any, and then to the Assessment payment first due.

E. LIEN FOR UNPAID ASSESSMENTS. The Association shall have a lien on each Unit for unpaid Assessments, interest and reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same, if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such

foreclosure, in the Court's discretion, the Unit Owner may be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit and/or occupant. The cost of preparation and recording said lien and any satisfaction thereof shall be paid by the Unit Owner and shall be secured by said lien. Suit to recover a money judgment for unpaid Assessments may be maintained without waiving the lien securing the same. Upon full payment of all sums secured by the lien, the Unit Owner shall be entitled to a recordable satisfaction of lien to be recorded at the Unit Owner's expense.

P. NON-LIABILITY OF MORTGAGEE OF RECORD. Where a Mortgagee of Record obtains title to a Unit as a result of foreclosure of its Mortgage or where a Mortgagee of Record accepts a Deed in Lieu of Foreclosure to a Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Unit, attorneys' fees, costs or interest owned by the prior Owner or chargeable to the former Unit Owner of the Unit which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of such Deed in Lieu of Foreclosure, to the extent allowed by law. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses, collectible from all the Unit Owners, including such acquirer, its successors and assigns. Such acquirer and its title insurer, if any, shall not be obliged to inquire or determine whether the unpaid shares of the Common Expenses have been collected from all of the Unit Owners. Notwithstanding the foregoing, neither a Mortgagee of Record nor the successors and assigns of a Mortgagee of Record acquiring the title to a Unit as a result of foreclosure shall, during its period of ownership whether or not the Unit is occupied, be excused from the payment of any of the Common Expenses or any pro rata portion thereof coming due during the period of such ownership.

G. LIABILITY WHILE OWNER. No party who acquires an interest in a Unit, except through foreclosure by a Mortgage of Record or acceptance of a Deed in Lieu thereof as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall be excused from the payment of any of the Common Expenses or any prorata portion thereof or any unpaid Assessments which became due and owing by the former Unit Owners prior to the party's acquisition of such interest.

H. ASSIGNMENT OF LIEN BY ASSOCIATION. The Association, acting through its Board of Directors, shall have a lien on each unit for any unpaid Assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the Assessment or enforcement of the lien as provided in Article X, paragraph E of this Declaration. The Association may not assign its claim of lien for the recovery of any sums due under this Declaration to the Developer, to any Unit Owner or group of Unit Owners, or to any third party.

I. LIABILITY OF DEVELOPER. Except as provided to the contrary in Paragraph P above and in this Paragraph I, no Unit Owner may be excused from the payment of his proportionate share of the Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. Provided, however, that if Developer holds for sale in the ordinary course of business any Units in the Condominium, none of the following actions may be taken without prior approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements;

2. Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

Provided, further, that the Developer shall be excused from the obligation to make payment of the share of Common Expenses and Assessments attributable to the unsold Units held for sale in the ordinary course of business for a period of time ending the first day of the fourth calendar month following the month in which the closing of the first purchase and sale by the Developer of the first Unit in the Condominium occurs. However, the Developer shall pay the portion of Common Expenses incurred during such period which exceeds the amount assessed against other Unit Owners.

Provided, further, that the Developer shall be excused from its obligation to make payment of the share of Common Expenses and Assessments attributable to the unsold Units for such time as Developer guarantees the assessment level and is obligated to pay expenses in excess of the guaranteed level, as provided by the Condominium Act.

ARTICLE XI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvements, shall be as follows:

A. UNITS

1. By the Association. The Association shall maintain, repair and replace, at the Association's expense:
 - a. All portions of windows, screens, exterior doors, and exterior sliding doors damaged by the elements, acts of God, normal wear and tear or causes beyond the control of the Unit Owner or Unit occupant, or his family members, employees, agents, guests and invitees.

b. All incidental damage to a Unit caused by the aforementioned work or other work performed by the Association.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

a. To maintain, repair, and replace, at his expense, all portions of his Unit, in accordance with the Rules and Regulations of the Association, except the portions of his Unit to be maintained, repaired, and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners. The Unit Owners shall repair and replace all windows, screens, doors, and sliding doors, and all parts of the foregoing items, damaged or destroyed by the Unit Owner, occupant or his family members, employees, guests or invitees.

b. Not to do any of the following without prior written consent of the Developer while the Developer still owns and holds for sale in the ordinary course of business any Units and, thereafter, without the prior written consent of the Board of Directors of the Association: paint or otherwise decorate or change the appearance of any portion or portions of the exterior of the Condominium Building(s); install or attach any radio or television antenna or satellite dish to or on any part of the Condominium Building(s); alter, construct or enclose any patio, balcony, loggia, terrace, fence or storage closet; attach or install any shutters, awnings, jalousies, sun screens or other additions or fixtures of any kind to or upon any patio, wall or on over any windows or doors. Notwithstanding the foregoing, storm shutters may be installed in the event of a storm or hurricane warning, and must be removed immediately following the storm, hurricane or warning. In order to assure orderly and uniform installation, the Board of Directors of the Association may designate one company or firm as the only company or firm authorized to install storm shutters pursuant to this paragraph. In the event of any improper or unauthorized additions or alterations, the Developer (while there are Units held by the Developer for sale) or the Association may enter the premises and remove the same at the Unit Owner's

expense. The Developer or the Association shall have a lien upon such Unit for all costs of removal and for all court costs and attorneys' fees incurred in the collection thereof, to the same extent as the lien for Assessments for Common Expenses provided herein. No such removal shall take place unless and until five (5) days written notice thereof shall have been given to the Unit Owner demanding that the Owner remove the offending alteration within said five (5) day period.

3. Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit or Condominium Building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Condominium Building(s), or impair any easement without first obtaining approval in writing of the Owners of all Units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of the plans for all such work, prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of work.

B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. By the Association. The maintenance and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association and the cost thereof shall be Common Expense, except as provided in Paragraph A.2.a. of this Article XI.

2. Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without the prior written consent of the Developer, while the Developer still owns and holds any Units for sale, and thereafter, by a vote of a majority of the voting interests of the Association. Any such alteration or improvements shall not interfere with the rights of any Unit Owners without their consent. The cost of such work

shall not be assessed against any Mortgagee of Record that acquires its title as a result of owning a Mortgage upon the Unit owned, unless such Unit Owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by Deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the proportion that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of each Unit Owner in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

3. Exception. Notwithstanding the foregoing, Unit Owners shall pay to the Association the cost of repairing Common Elements which are damaged during the course of and/or as a result of repair or maintenance to any portion of such Owner's Unit. The Association shall assess a Unit Owner for all such amounts (as well as any amounts for which a Unit Owner may be liable under Paragraph A hereof). The Association shall have a lien on the Owner's Unit and all personal property therein for such Assessment, plus interest and expenses of collection, including reasonable attorneys' fees, to the same extent as the lien for Assessments for Common Expenses provided herein.

ARTICLE XII

INSURANCE

The insurance, other than title insurance, that shall be carried upon the Condominium Property (both real and personal) of the Association and the property of the Unit Owners, shall be governed by the following provisions:

A. GENERAL. All insurance policies upon the Condominium Property and the Property of the Association shall be purchased by the Board of Directors of the Association. The named insured shall be an insurance trustee individually and as agent for the Unit Owners, (without naming them) and as agent for their Mortgagees, as their interests may appear. The policies must have FNMA or its servicers as Mortgagees, as applicable, with respect

to the standard or similar mortgage clause. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees and Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee hereinafter designated and all policies and their endorsements shall be deposited with the insurance trustee. Unit Owners may obtain coverage at their own expense upon their insurable interests in their Units, their personal property and for their personal liability and living expense. Said policies issued to Unit Owners shall provide that the coverage by such policies is the excess over the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association. The insurance trustee may be any bank with trust powers or trust company located in Collier County, Florida and allowed by law to act as such insurance trustee, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to

B. COVERAGE

i. Liability. The Board of Directors of the Association shall obtain comprehensive public liability and property damage insurance (including, but not limited to, hired automobile and non-owned automobile coverages) covering all of the Common Elements of the Condominium, all property of the Association and insuring the Association and the Unit Owners as its and their interest may appear, in such amounts and providing such coverages as the Board of Directors may determine from time-to-time, provided that the minimum amount of coverage shall be One Million (\$1,000,000.00) Dollars for any single occurrence. Where possible, cross liability endorsements will be obtained to cover liabilities of the Unit Owners as a group to a Unit Owner. The policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify it, and similar notice must also be given to each holder of a first mortgage on each individual Unit.

The balance liability, if any, of the Association to the Unit Owners shall be insured, if such coverage is deemed economically feasible by the Board of Directors.

2. Casualty Insurance. The Board of Directors shall obtain fire, "all risk", extended coverage, vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the interests of the Association, all Unit Owners and their Mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors and in an amount equal to the maximum insurance replacement value of the property. All such insurance shall contain agreed amount, inflation guard, demolition cost, contingent liability from operation of building laws, increased cost of construction, and steam boiler coverage, or similar endorsements, as presently or hereafter applicable, provided that same are required by FNMA and it, or its servicer, is a Mortgagee of Record. Any applicable steam boiler coverage endorsement must provide at least Fifty Thousand Dollars (\$50,000.00) coverage for each accident at each location. The coverage may exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increases in values of Units occasioned by alterations, betterments and further improvements made by Unit Owners. Further, all such policies shall provide that the word "Building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising the part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed, if the original plans and specifications are not available. However, the word "Building" shall not include floor, wall or ceiling coverings. With respect to the coverage provided

for by this Paragraph, the Unit Owner shall be considered an additional insured under the policy.

3. Worker's Compensation. The Board of Directors of the Association shall obtain worker's compensation insurance, in order to meet the requirements of the law or any regulation or requirement enacted pursuant to federal, state or local law.

4. Flood Insurance. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation or requirement enacted pursuant to federal, state or local law.

5. Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine, from time to time, to be desirable.

C. INSURER'S WAIVER. When appropriate and possible, the policies carried by the Association shall waive the insurer's right to:

1. Subrogation against the Association and against the Unit Owners individually and as a group; and

2. The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and,

3. Avoid liability for a loss that is caused by an act of the Board of Administration of the Association, by a member of the Board of Administration, an officer of the Association, or by one or more Unit Owners, and their respective servants, agents and guests.

D. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

E. INSURANCE TRUSTEE; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee. The insurance trustee shall not, by virtue of being insurance trustee,

be liable for payment of premiums, for the sufficiency of policies or for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and, in the case of proceeds from insurance for casualty, property damage, theft, or other peril for the benefit of the Association, the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

1. Property Owned by Association. Proceeds on account of damage to property owned by the Association shall be held by the Association.

2. Common Elements. Proceeds on account of damage to Common Elements shall be held as an undivided share for each Unit Owner, such share being the same as the undivided share for each Unit Owner in the Common Elements appurtenant to his Unit.

3. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

a. When the building is to be restored - for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

4. Mortgagees. In the event a Mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a Mortgage debt any insurance proceeds, except distribution of such proceeds made to the Unit

Owner and Mortgagee, pursuant to the provisions of this Declaration.

F. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the insurance trustee shall be paid first or provision made for such payment.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such, as provided in Article XIII. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

3. Failure to Reconstruct or Repair. If it is determined, in the manner as provided in Article XIII, that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

4. Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President or Vice President and Secretary or Assistant Secretary as to the names of the Unit Owners and their respective shares of the distribution. The insurance trustee may rely upon its records as to the existence of a Mortgagee who is entitled to receive payment jointly with any Unit Owner. Upon request of any Mortgagee, the insurance trustee will confirm whether or not said Mortgagee is listed in the insurance trustee's files, with respect to any particular Unit or Units.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. LOSS WITHIN A SINGLE UNIT. If loss shall occur within a single Unit or Units, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Unit Owner(s), with remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by said Mortgagee.

The Unit Owner shall thereupon be fully responsible for the restoration of the Unit, whether or not the Mortgagee has applied the insurance proceeds to reduce the Mortgage debt.

B. MINOR DAMAGE. Where a loss or damage occurs within a Unit or Units, to the Common Elements, to any Unit or Units and the Common Elements, or to the property of the Association, but said loss is less than "major damage" as hereinafter defined, it shall be obligatory upon the Association and the Unit Owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage involves Common Elements or Association property and is less than "major damage":

1. The Board of Directors of the Association shall promptly obtain reliable and detailed estimate of costs of repairs and restoration;

2. If the damage or loss is limited to the Common Elements and/or property of the Association with no or minimum damage or loss to any individual Units, and if such damage or loss to the Common Elements or property of the Association is less than ten percent (10%) of the then replacement value of the property to insured, the insurance proceeds shall be endorsed by the insurance trustee or to the Association, and the Board of Directors shall promptly contract for the repair and restoration of the damage;

3. If the damage or loss involves the property of the Association and/or individual Units, as well as the Common Elements, or if the damage is limited to the Common Elements alone but is in excess of ten percent (10%) of the then replacement value of the property to insured, the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration

of the property upon the written direction and approval of the Board of Directors. The insurance trustee may rely upon the certificate of the Board of Directors as to the payees and the amounts to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the insurance trustee, execute any affidavit required by law or by the Association, and the insurance trustee, and deliver same to the insurance trustee. The foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the Board of Directors shall have the right to obtain a completion, performance and/or payment bond, in such form and amount and with a bonding company authorized to do business in the State of Florida, as it determines;

4. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises;

5. If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or for the actual costs thereof if the work has actually been done), the Board of Directors shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owner's share in the Common Elements for the portion of the deficiency as is attributable to the cost of restoration of the Common Elements and/or property of the Association, and against each individual Unit Owner for the portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors finds that it cannot determine, with reasonable certainty, the portion of the deficiency attributable to a specific individually damaged Unit(s), then the Board of Directors shall levy an Assessment for the total deficiency against all of the Unit Owners in proportion to each Unit Owner's share in the Common Elements, just as though all of said damage had occurred in the Common Elements. Special Assessment funds shall, if the damage is in excess of ten percent (10%) of the then replacement value of the insured property, be

delivered by the Board of Directors to the insurance trustee and added by said insurance trustee to the the proceeds available for the repair and restoration of the property;

6. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by Special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no Mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan;

7. The determination of whether damage is in excess of ten percent (10%) of the then replacement value of the insured property shall be made by the Board of Directors, whose decision shall be final, unless it can be established that such decision is arbitrary or capricious.

C. MAJOR DAMAGE. As used in this Declaration, the term "major damage" shall mean loss or damages whereby one-half (1/2) or more of the total Unit Space in the Condominium is rendered untenable, or loss or damage whereby two-thirds (2/3's) or more of the total amount of casualty insurance coverage becomes payable. Should "major damage" occur, then:

1. The Board of Administration of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof;

2. Thereupon a meeting of the Unit Owners shall be called by the Board of Administration, to be held not later than sixty (60) days after the casualty, to determine the wishes of the Unit Owners of the Condominium with reference to the abandonment of the Condominium project;

3. Regardless of whether or not the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof, and regardless of whether or not a Special Assessment is required, the Condominium Property shall be restored and repaired unless the holders of two-thirds (2/3's) of all the votes

of the Association shall vote to abandon the Condominium project and against such Special Assessment, in which case the Condominium Property shall be removed from the provisions of the Condominium Act by recording in the Public Records of Collier County, Florida, an instrument terminating the Condominium. Said instrument shall further set forth the facts effecting the termination certified by the Association and shall be executed by its President or Vice President and Secretary or Assistant Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the Unit Owners shall, thereupon, become Owners as tenants in common of the Condominium Property, and property formerly owned by the Association, i.e., the real, tangible personal, and intangible personal property, and remaining structures of the Condominium, and their undivided interest in the property shall be the same as their undivided interests in the Common elements of the Condominium prior to its termination. The Mortgages and liens upon Condominium Parcels and Condominium Property shall become Mortgages and liens upon the undivided interest of such tenants in common with the same priority as existed prior to the termination of the Condominium. In the event that two-thirds (2/3's) of the eligible votes have not been cast against Special Assessments, the Board of Directors shall immediately levy such Special Assessments and, thereupon, the Association shall proceed to negotiate the contract for such repairs and restoration. The Special Assessment fund shall be delivered by the Board of Administration to the insurance trustee and added by said insurance trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in Paragraph U(3) above;

4. In the event any dispute shall arise as to whether or not "major damage" has occurred, it is agreed that a finding made by the Board of Directors shall be binding upon all Unit Owners, unless it can be established that such finding is arbitrary or capricious.

D. SURPLUS. It shall be presumed that the first monies distributed in payment of costs of repair and restoration shall be from the insurance proceeds. If there is a balance in the funds held by the insurance trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner stated herein, except that the part of any distribution to a beneficial owner that is not in excess of Assessments paid by such owner into the repair and restoration fund shall not be made payable to any Mortgagees.

E. CERTIFICATE. The insurance trustee may rely upon a certificate of the Board of Directors of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the Board of Directors shall forthwith deliver such certificate.

F. PLANS AND SPECIFICATIONS. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or as they were last constructed, or according to the plans approved by the Board of Directors of the Association. If any material or substantial change is contemplated, the approval of the Mortgagee of Record holding the largest dollar value of Mortgages on Units in the Condominium shall also be required and shall be delivered to the insurance trustee. In the absence of such approval, the insurance trustee may rely upon a certificate from any two (2) officers of the Association that planned repairs or restoration are in accordance with the original plans and specifications or as the building was last constructed. The written approval of any such Mortgagee of Record shall not be unreasonably withheld.

G. ASSOCIATION'S POWER TO COMPROMISE CLAIMS. The Board of Directors of the Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board

of Directors, and to execute and deliver releases therefor, upon payment of claims.

H. MORTGAGEE OF RECORD'S RIGHT TO ADVANCE PREMIUMS. Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements, the Mortgagee of Record holding the largest dollar volume of Mortgages on Units in the Condominium shall have the right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such items of Common Expenses.

I. SPECIAL ASSESSMENTS. Once repair or restoration has commenced pursuant to this Article XIII, it shall be completed as expeditiously as possible. If, at any time during repair or restoration, or upon completion thereof, the funds for payment of the costs of repair and restoration are insufficient, Assessments shall be made as elsewhere provided in this Article XIII, against the Unit Owner(s), to provide for payment of such costs.

ARTICLE XIV

USE RESTRICTIONS

As long as the Condominium exists and the Condominium Buildings exist upon the land in useful condition, the use of the Condominium property shall be in accordance with the following provisions:

A. UNITS. Each of the Units shall be occupied only by an Owner, members of his or her family, his or her servants and guests or any person(s) leasing or renting the Unit pursuant to paragraph N of this Article XIV, as a residence and for no other purpose. Where title to a Unit is held in a partnership, trust, corporation or other than individual name or names, the Unit Owner(s) shall, by certificate delivered to the Secretary of the Association, appoint a Designated Family as the primary occupant entitled to use of the Unit and name one (1) member of the

Designated Family as the Voting Member. In such case, no more than one (1) family occupant may be designated at a time, unless the Board of Directors of the Association consents. Where title to a Unit is held in the name of any individual (with or without spouse) or jointly with another individual (with or without spouse) the Unit Owners may designate the families of all Unit Owners as the primary occupants entitled to use of the Unit but shall, by certificate delivered to the Secretary of the Association, designate one (1) of the Unit Owners as the Voting Member.

The Board of Directors shall have the right to approve or disapprove each Designated Family in the same manner as if the Designated Family were a proposed lessee. No Unit may be divided or subdivided into smaller Units nor any portion sold or otherwise transferred, without amending this Declaration to show the changes in the Units to be affected.

B. COMMON ELEMENTS. In order to provide for congenial occupancy of each building, the Common Elements shall be used only for the purpose for which they are intended in furnishing of services and facilities for the enjoyment of the Units.

C. LOUD VEHICLES OR MACHINES. No truck, commercial vehicle, recreational vehicle, motorcycle, and no trailer, tractor, boat, or disabled vehicle, or loud or noisy machine or device shall be permitted to be permanently parked or stored in any parking area, street, or other portion of the Condominium Property, unless kept fully enclosed inside a structure; nor shall such items be used in any offensive manner; provided, however, that this provision shall not preclude the use of any delivery truck or other trucks, equipment or machinery necessary for the construction, maintenance, care, marketing or protection of the Condominium Property. No motor vehicle of any type shall be repaired on the Condominium Property. Variances from the provisions of this Paragraph C may be obtained from the Board of Directors of the Association at its sole and unfettered discretion exercised or re-exercised at any time.

D. NUISANCES. No nuisance shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to Unit occupants or guests or which interferes with the peaceful possession and proper use of the property by Unit Owners or lessees. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

E. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any property operated by the Association nor any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

F. GUESTS. The Unit Owners shall be fully responsible for the activities and actions of their guests, invitees, lessees and visitors and shall take all action necessary or required to insure that all guests, invitees and visitors fully comply with the provisions of this Declaration and all Rules and Regulations of the Association.

G. CHILDREN. The Association may promulgate reasonable Rules and Regulations regarding the times and manner of children's use of the Common Elements, including any recreational facilities.

H. PETS. No Unit or portion of the Condominium Property or any property operated by the Association shall be occupied by any pet animal except dogs, cats, tropical fish or birds in cages as shall be affirmatively approved by the Board of Administration.

Any such approval may be terminated at any time by the Board of Administration. However, the total weight of any one pet may not exceed ten (10) pounds. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The Owner of any pet animal shall maintain said animal on a leash at all times it is on Condominium property or property operated by the Association and be liable for any and all damage, shall clean up and police the areas used by said animal and shall indemnify the Association and its members for any and all damage caused by such animal to any part of the Condominium Property or property operated by the Association.

I. EXTERIORS. No change shall be made in the color or kind of any exterior window, door, storm or hurricane shutter, fence, terrace, loggia, balcony, canopy, glass or screen of a Unit, except with the prior written consent of the Board of Directors of the Association and the Developer, as long as any Units are held for sale in the ordinary course of business by the Developer. All shutters, and reflective window covering, or other such covering of the exterior doors and windows and the linings and/or backings of awnings and curtains shall be uniform in color, as prescribed by the Board of Directors and the Developer. A Unit Owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings, and/or storm shutters, door- or windows of the building, nor shall a Unit Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, nor shall a Unit Owner place any furniture or equipment, speakers, radio, televisions or lights outside his Unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors.

J. REGULATIONS. Reasonable regulations and penalties for the violation thereof concerning the use of the Condominium Property may be adopted and amended from time to time by the Association in the manner provided by the Articles of Incorporation.

tion and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners, upon request.

K. SIGNS. No signs, other displays or advertising shall be maintained on any part of the Condominium Property, except on an Association bulletin board, if any. Notwithstanding the restrictions of the preceding sentence, the right is specifically reserved in the Developer to place "For Sale" or "For Rent" or "Model" signs in connection with any unsold or unoccupied Unit it may from time to time own. The same right is reserved to any Mortgagee of Record which may become the Owner of a Unit and to the Association as to any Unit which it may own.

L. EMPLOYEES AND SERVANTS. Employees and servants of a Unit Owner shall be allowed to use any of the recreational areas or facilities, if any, for their personal use, subject, however, to approval and Rules and Regulations promulgated by the Board of Directors of the Association.

M. NOISE - ABATEMENT. In the event the Board of Directors of the Association determines that any noise is being transmitted to another Unit or to Limited Common Areas and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors.

N. LEASING AND RENTING. Notwithstanding any provisions in this Declaration to the contrary, entire Units may be leased or rented by the Unit Owner himself or through any other person or entity authorized to lease or rent property in this State for a term of not less than ninety (90) days in any calendar year not to exceed three (3) times in any calendar year. A Unit Owner leasing or renting his Unit shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee or tenant of any and all restrictions and regulations. Every lease or rental agreement shall be subject to all Condominium Documents including the Rules and Regulations of the Association and the provisions of the Condominium Act.

O. ALTERATION. No owner shall make, allow or cause to be made any structural addition or alteration of this Unit or the Common Elements without the prior written consent of the Board of Directors of the Association, subject to approval or disapproval by The Vineyards' Architectural Review Board.

P. PROVISO. Until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the Condominium, neither Unit Owners, the Association, nor the users of the Condominium Property shall interfere with the completion of the contemplated improvements and their sale, including, but not limited to, operation of a model or models, the showing of the property, and the display of signs.

ARTICLE XV

RESTRICTIONS ON TRANSFER

In order to maintain a community of congenial Unit Owners who are financially responsible and thus protect the value of the Units, and to maintain the integrity of the Condominium as a Condominium, the transfer of Units by an Owner, other than the Developer, shall be subject to the following provisions as long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. TRANSFERS SUBJECT TO APPROVAL

1. Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without approval of the Association, except to an existing Unit Owner or his or her immediate family.

2. Gift. If any Unit Owner shall acquire title by gift, the continuance of ownership of the Unit shall be subject to the approval of the Association.

3. Devise or Inheritance. If any Unit Owner shall acquire title by devise or inheritance, the continuance of ownership of the Unit shall be subject to the approval of the Association.

4. Other Transfers. If any Unit Owner shall acquire title by any other form of transfer, the continuance of ownership of the Unit shall be subject to the approval of the Association, unless said Unit Owner is another Unit Owner.

B. APPROVAL BY ASSOCIATION. The approval of the Association is required for the transfer of ownership of Units falling within the purview of Paragraph A of this Article XV and shall be obtained in the following manner:

1. Notice to Association.

a. Sale. A Unit Owner intending to accept a bona fide offer of sale of his Unit, or any interest therein, shall give the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Board of Directors may reasonably require. (A bona fide offer being defined as an offer in writing binding upon the offeror and containing all of the pertinent terms of such sale, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a Unit.) Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Board of Directors furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Gift, Devise or Inheritance; Other Transfers. Any Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association, within thirty (30) days of acquiring title to or taking possession of the Unit, whichever is earlier, notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

c. Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the

Association shall proceed as if it had received the required notice on the date of such disapproval.

d. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the new owner in the case of a transfer by gift, devise or inheritance or by any other manner, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, or new owner within the time limits extended to the Association for that purpose as hereinafter set forth, which application shall be completed and submitted to the Association along with, and as an integral part of the notice. Inasmuch as Units may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership or of a lease may be conditioned by requiring that all persons occupying the Unit be approved by the Association. A reasonable fee may be charged to the transferee of the Unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer. The time limits for approval or disapproval by the Association shall not commence until any such fee is paid.

e. Time for Notice. The notice to the Association required hereunder to be given by the Unit Owner must be given within ten (10) days after receipt by the Unit Owner of the offer to purchase or lease or the acquisition of title to a Unit by gift, devise or inheritance or in any other manner. The Association is hereby authorized to extend the time period hereunder solely in its own discretion.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be

transmitted to the seller within the aforesaid twenty (20) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate in recordable form executed by the President or Vice President of the Association which shall be recorded in the Public Records of Collier County, Florida, at the expense of the seller or the buyer.

b. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then, within thirty (30) days after receipt of written notice to such effect from the new Unit Owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership in the Unit. Such approval or disapproval shall be transmitted to the Owner within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Collier County, Florida, at the expense of the Unit Owner. The Association may, but shall have no duty to, approve or disapprove any such new Unit Owner until the Association has received the written notice specified in Paragraph B(1) (b) and (c) of this Article XV.

c. DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of an interest in a Unit the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner did not contain a demand that the Association furnish a purchaser, no sale or transfer shall take place. If the notice of sale given by the Unit Owner did so demand, then within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association (which purchaser may be the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

a. The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrator shall be two (2) appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisals of the Unit. The cost of the arbitration shall be borne equally by the Seller and the purchaser.

b. The purchase price shall be paid at the purchaser's option in cash or upon the same terms as contained in the disapproved contract of sale.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within fifteen (15) days after determination of the sale price, if such is by arbitration, or on the date specified in the disapproved contract of sale, whichever is later.

d. A certificate of the Association, executed by its President or Vice President, approving the purchaser shall be recorded in the Public Records of Collier County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Collier County, Florida, at the expense of the seller or purchaser.

f. Notwithstanding a timely demand by a selling Unit Owner under this Article XV that the Association furnish a purchaser for

a Unit if it fails to approve a transfer, the Association shall have the right to disapprove a transfer without furnishing a substitute buyer if in good faith it believes the proposed transferee will not occupy the Unit for the purpose and use permitted by this Declaration, and the disapproval delivered or mailed by the Association so states.

2. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration, in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrators shall be two (2) appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisals of the Unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be borne equally by the seller and the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days following the determination of the sale price.

d. A certificate of the Association executed by its President or Vice President and approving the purchaser shall be recorded in the Public Records of Collier County, Florida, at the expense of the purchaser.

a. If the Association shall fail to provide a purchaser, as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Collier County, Florida, at the expense of the Unit Owner.

D. MORTGAGE. No Unit Owner may mortgage the Unit or any interest in it without the approval of the Association, except to a Mortgagee which, either before or after the recording of the mortgage, will qualify as a Mortgagee of Record, or to a vendor to secure a portion or all of the purchase price. The approval of any other Mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. EXCEPTIONS.

1. The foregoing provisions of this Article XV shall not apply to a transfer to or purchase by a Mortgagee of Record that acquires its title as the result of owning a Mortgage upon the Unit concerned, and this shall be so whether the title is acquired by Deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Mortgagee of Record that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

2. The foregoing provisions of this Article XV shall not apply to the following instances while Developer holds any Units for sale:

a. The sale or mortgage of any Unit to Developer, or the sale or mortgage of any Unit by Developer.

F. UNAUTHORIZED TRANSACTION. Any sale, mortgage or lease not authorized, pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Association.

G. NOTICE OF LIEN OR SUIT.

1. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days of the attaching of the lien.

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

3. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE XVI

TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. DESTRUCTION. In the event that it is determined that there has been "major damage", as defined in Article XIII, captioned "Reconstruction or Repair After Casualty", the Condominium Plan of Ownership will thereby be terminated without agreement.

B. AGREEMENT. If the proposed voluntary termination is submitted to a meeting of the Voting Members of the Association pursuant to notice, and is approved in writing within sixty (60) days of said meeting by the holders of two-thirds (2/3) of the total votes of the membership of the Association, and by the holders or record of their first mortgages, then the Association and the approving Unit Owners shall have an option to purchase all of the parcels of the other Unit Owners within a period expiring

one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The options shall be exercised upon the following terms:

1. Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase shall be delivered by personal delivery or mail to each of the record owners of the parcels to be purchased, and such delivery or mailing shall be deemed to be an exercise of the option. The agreement shall indicate which parcels shall be purchased by each participating Unit Owner and/or the Association, and shall require the purchase of all parcels owned by Unit Owners not approving the termination. But the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement; and, in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrators shall be two (2) appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon an average of their appraisals of the Units; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price. Marketable title shall be conveyed by general warranty deed and the cost of documentary stamps, title insurance premium and any and all sales tax shall be paid by the Seller.

C. CERTIFICATE. The termination of the Condominium, regardless of the reason of termination, shall be evidenced by a certificate of the Association, executed by the President and Secretary or Assistant Secretary, certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

D. AMENDMENT. This section concerning termination cannot be amended without consent of the holders of two-thirds (2/3's) of the votes of the membership of the Association and the holders of record of first mortgages on Units which represent two-thirds (2/3's) of such votes.

E. OWNERSHIP AFTER TERMINATION. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets and property which were owned by the Association as tenants-in-common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to each Unit Owner's Unit prior to the termination, and their respective mortgagees and lienors shall have mortgages and liens upon the undivided shares of their respective Unit Owners.

ARTICLE XVII

RESERVED RIGHTS OF DEVELOPER

Throughout the Declaration of Condominium the Developer has reserved certain rights. The purpose of this Article is to set forth in a convenient manner in one article of the Declaration the various rights reserved by the Developer. This Article is not intended to be a definitive recitation of all of the rights reserved by the Developer, and a failure to include in this Article any rights reserved by the Developer in any other articles of this Declaration and exhibits hereto shall have no effect whatsoever on the excluded rights. Likewise, any rights reserved to the Developer in this Article which may not be reserved in any other article of this Declaration and exhibits hereto shall be deemed to be reserved to the Developer. The exclusion thereof from other articles and exhibits shall have no effect whatsoever on the rights reserved herein.

OR BOOK

A. SALE, LEASE AND MORTGAGE. So long as the Developer shall own any Units, Developer shall have the absolute right to lease such Units for such term or terms as Developer shall determine, in its sole discretion, or to sell or mortgage such Units to any person, firm, corporation, partnership, or other entity upon such terms and conditions as it shall deem to be in its best interest, and as to such lease, sale or mortgage the provisions of Article XV shall not apply.

B. ALTERATIONS OF UNITS. The Developer reserves the right to change the interior design and arrangement of all Units; to alter the boundaries between Units; to increase or decrease the number of Units; to remove any party wall between any Units in order that the said Units may be used together as one integral Unit; and to subdivide Units and construct party walls between the newly subdivided Units, in accordance with Article III.A.4. The Developer also reserves the right to alter the boundaries of the Common Elements and Limited Common Elements as long as the Developer owns the Units abutting the portions of Common Elements and Limited Common Elements as altered. If the number of Units is increased or decreased, Developer shall apportion between the Units the shares in the Common Expenses appurtenant to the Units concerned. An amendment of this Declaration reflecting any authorized alteration of Units or Common Elements by Developer need be signed and acknowledged by the Developer and must be approved by The Vineyards Architectural Review Board.

C. CONTROL OF ASSOCIATION. The Developer reserves the right to retain control of the Association for the maximum time specified in Section 718.301, Florida Statutes. The Developer at all times reserves the right to terminate control of the Association prior to the time control must be relinquished, as provided in said Section 718.301.

D. BOARD OF ADMINISTRATION. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in

the Bylaws. Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any board member(s) so removed for the remainder of the unexpired term of any board member(s) so removed. A board member designated and selected by Developer need not be a resident of the Condominium. Any representative of Developer serving on the Board of Directors shall not be required to disqualify himself upon any vote or other matter between Developer and Association, where said Developer may have a pecuniary or other interest.

E. AMENDMENT TO DECLARATION. No amendment to this Declaration may be made without the Developer's consent, as long as the Developer holds title to any Unit within the Condominium.

F. VOTING MEMBERS. Developer need not designate a Voting Member for any Unit which Developer may cast votes for at a meeting of the Association. Votes for the Developer may be cast by any corporate officer, employee or agent, if Developer is a corporation or by any partner or joint venture if Developer is a partnership or joint venture.

G. RIGHT OF ENTRY. The Developer has reserved the right of entry on, over and across the Condominium Property and the right to cause maintenance, replacement and repair to be made at the expense of the Association, in accordance with Article XIX.

H. APPROVAL OF CONTRACTORS AND IMPROVEMENTS. Developer reserves the right, while Developer holds for sale any Unit in the ordinary course of business, to approve plans for any repairs, improvements or alterations to be made to any Unit or to the Common Elements by a Unit Owner or the Association; to approve the contractor hired to perform such work; and, to inspect and examine such work (prior to closing of walls, if any are opened) and to levy a reasonable charge against the Association or a Unit Owner, as the case may be, for the cost to Developer of hiring an architect or engineer to review plans or make inspections.

I. LIABILITY FOR ASSESSMENTS. Generally speaking, the Developer is liable for Assessments on the unsold Units except that, in accordance with Article X, the Developer may not be assessed for capital improvements and no action may be taken by the Association that would be detrimental to the sales of Units by the Developer. Additionally, Article X excuses the period ending no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit in the Condominium occurs, and upon expiration of this period of time, the Developer guarantees the Assessment level and is excused from the obligation to pay assessments on the unsold Units, as provided by the Florida Statutes.

J. RIGHT TO RESTRICT ACCESS. During such time as the Developer is in the process of construction on any portion of the Condominium Property or additional Phases, Developer reserves the right to prohibit access to any such portion of the Condominium Property which has not been added as a Phase, to any of the Unit owners and occupants of the Condominium and to utilize various portions of the Common Elements, without charge or liability in connection with such construction and development. No Unit Owner or occupant shall in any way hamper or interfere with the Developer or its agents, contractors or employees in connection with such construction.

K. SALES OFFICE AND MODEL. Developer reserves the right to maintain a sales and/or construction office and model(s), show prospective purchasers and lessees the property and display signs on the Condominium Property, in accordance with Article XIV.K., and no use by Unit Owners of the Condominium Property shall interfere with same. Developer shall have the right to transact upon the Condominium Property, any business necessary to consummate the sale of Units, including, but not limited to, the right to have signs, staff employees, use of the common elements and show Units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer, whether used in the sales office or otherwise, shall not be

considered Common Elements and shall remain the property of the Developer.

L. INFORMATION ON UNITS FOR SALE OR LEASE. Whenever, during the period Developer holds for sale in the ordinary course of business any Unit in the Condominium, the Board of Directors of the Association receives notification of a proposed change of ownership or a lease, pursuant to Article XV hereof, notification thereof shall be given immediately to the Developer and all information relating thereto shall be made available to the Developer. Any information received by the Board of Directors that a Unit may be for sale or lease shall be transmitted to the Developer immediately.

M. ASSIGNABILITY OF PURCHASE AGREEMENTS AND LEASES BY DEVELOPER. Developer's rights under any purchase agreements and/or leases are freely transferable and assignable by Developer to any other party or parties whomsoever, provided that the assignee (other than Developer's construction lender) assumes all of the Developer's obligations and liabilities hereunder. Upon the assumption by any such assignee or transferee of Developer's obligations and liabilities hereunder, Developer shall be relieved of all such obligations and liabilities save only the obligation to transfer and deliver to such assignee or transferee any and all funds and right to receive funds which have been or are to be paid to Developer by buyers hereunder.

N. RIGHTS REGARDING FURTHER CONSTRUCTION. The Developer does hereby reserve the right to go upon the Condominium property, more particularly described in Composite Exhibit "A" attached hereto and made a part hereof, as is necessary in order to construct additional Phases, if any.

ARTICLE XVIII

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the regulations adopted, pursuant to those documents, and all of such as they may be amended from

time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Developer, Association and/or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. NEGLIGENCE. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

B. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Articles of Incorporation, and the By-Laws of the Association, any Exhibit to this Declaration or any Rules or Regulations adopted pursuant to any of the foregoing, and all other such documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including costs and fees on appeal.

C. NO WAIVER OF RIGHTS. The failure of the Developer, Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

D. ASSOCIATION LIEN. In addition to the lien rights given to the Association for unpaid Assessments by the Condominium Act and Article X.E. hereof, the Association shall have a lien on each Unit to secure each and every obligation of and/or penalty, to the extent allowed by law, incurred by the Owner of each Unit hereunder, together with interest thereon at the maximum rate allowed by law and attorneys' fees and other costs of collection

or enforcement. Such lien shall be foreclosable as liens for assessments in the same manner as an Article X.E. lien, shall have the same priorities as an Article X.E. lien and shall be subject to all other provisions pertaining to Article X.E. liens.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. PARAMOUNT PROVISIONS. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by this reference and included herein, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the present provisions of said Condominium Act shall prevail and shall be deemed incorporated herein. Notwithstanding any citation to the contrary in this Declaration of Condominium, the Articles of Incorporation or the By-Laws thereof, any reference to any statute of the State of Florida is a reference to that statute as enacted and amended on the date of the recording of this Declaration.

B. COVENANTS RUN WITH THE LAND. All provisions of this Declaration and Exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, personal representatives, successors and assigns shall be bound by all of the provisions of this Declaration, Exhibits annexed hereto, and any amendments thereof.

C. INVALIDITY OF A PART WILL NOT AFFECT THE WHOLE. If any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the Condominium Act, or any articles, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles of Incorporation, the By-Laws, or the Condominium Act, and of the application of any such provision,

action, sentence, clause, phrase or work, in other circumstances, shall not be affected thereby.

D. NOTICES. Whenever notices are required to be sent hereunder, the same may, except when specifically provided otherwise, be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their place of residence in the Condominium, unless the Unit Owners have, by written notice duly given, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by an affidavit of personal mailing or personal delivering of said notices. Notices to the Association shall be delivered by hand or by mail to the Secretary of the Association, and in the Secretary's absence, then to the President of the Association, and in his absence, to any member of the Board of Directors of the Association at either the office of the Association in the Condominium, if there be one, or to such person's residence in the Condominium.

Notices to the Developer shall be delivered by hand or mail to Hallmark Investment Associates, Inc., 2354 J & C Boulevard, Naples, Florida 33940.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly given. Notices required to be given to the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party as his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any Mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage or constitutes major damage as hereinbefore defined;

2. Any sixty (60) day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

3. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration.

E. SINGULAR, PLURAL, GENDER. Whenever the context requires or permits the use of the plural it shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

F. CONSTRUCTION OF DECLARATION. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

G. CAPTIONS. The captions used in this Declaration of Condominium and Exhibits annexed hereto, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

H. EASEMENTS. Each of the following easements is hereby reserved to the Developer, the Association and Unit Owners, as the case may be, and their grantees, successors and assigns, and is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any lands of the Condominium from the Condominium:

1. Utility Easements. Utility easements as may be required for utility services and ingress and egress in order to adequately serve the Condominium and to adequately serve lands (other than

the Condominium Property) previously, now or hereafter, owned by the Developer, its successor or assigns, which are adjacent to or in the vicinity of the Condominium Property; provided, however, easements through a Unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

2. Ingress and Egress Easements. For pedestrian traffic over, through and across sidewalks, paths, walks, lanes, and Common Elements as the same from time to time may exist; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium Property, except as otherwise provided herein.

3. Easement for Encroachments. The Owners of the respective Units agree that if any portion of a Unit, Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium Building or Buildings are partially or totally destroyed and then rebuilt, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements, Limited Common Elements or Condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

4. Easement for Support. Any portion of a Unit contributing to the support of a Condominium Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in such building.

5. Perpetual Nonexclusive Easement in Common Elements. The Common Elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper

and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

6. Right of Entry Into Private Dwellings in Emergencies.

In case of an emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Condominium manager or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association, a key to such Unit.

7. Right of Entry for Maintenance of Common Property.

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Condominium Property, the Owner of each Unit shall permit other Owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

8. Air Space. An exclusive easement exists for the use of the air space occupied by a Condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.

9. Easements for Encroachments. An easement exists for encroachments, if any, by the perimeter walls, ceilings and floor surrounding each Condominium Unit.

10. Easements for Overhangs. An easement exists for overhanging troughs or gutters, downspouts and the discharge therefrom of rain water and the subsequent flow thereof over Condominium Units or any of them.

11. Easement for Air Space of Common Elements. An exclusive easement exists for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures

appurtenant thereof, situated in or on Common Elements of the Condominium, but exclusively serving and individually owned by the Owner of the Unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically and any air space which is permanently vacated by the removal of such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

I. PROVISIONS FOR DEVELOPER'S BENEFIT. The Developer, its successors, assigns, and designees shall have the right in its individual sole discretion, at such time as it desires, to enter on, over and across the Condominium Property, and the further right to use such portion of the Condominium Property for construction purposes whether such construction occurs on the Condominium Property or otherwise, pursuant to this Declaration. The Association has the duty and obligation to maintain all paved areas, landscaping and Common Elements within the Condominium in first-class condition and should said Association fail to do so, the Developer may give the Association written notice detailing same. In the event the Association does not cause the necessary steps to be taken and completed within thirty (30) days after the date said notice is delivered to it, the Developer shall have the right of recovery and indemnification for the reasonable cost thereof, including interest at the highest rate allowed by law, court costs and a reasonable attorneys' fee incurred by it in collecting the funds expended by it either in or out of court. Where the Association fails to maintain, replace or repair, as hereinbefore provided, and an emergency situation exists, the Developer may immediately enter upon the Condominium Property and cause said repair, maintenance, or replacement to be made forthwith and the Developer shall have the right of recovery and indemnification in the same manner and in the amount as

hereinbefore provided, which shall also be enforceable as hereinbefore provided. The Developer's rights to enter and cause maintenance, replacement and/or repairs to be made pursuant to this Paragraph I shall terminate the earlier of the sale by the Developer of all unsold Units in the Condominium or seven (7) years from the date of recording this Declaration. Nothing herein contained shall obligate the Developer to cause any such maintenance, replacements and/or repairs to be made.

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

Signed, sealed and delivered in the presence of:

HALLMARK INVESTMENT ASSOCIATES, INC.

[Signature]
Diace Jester

By: [Signature]
 THOMAS DAIELLO

Its: President

STATE OF FLORIDA
 COUNTY OF Collier

Before me personally appeared Thomas Daiello, President of Hallmark Investment Associates, Inc., to me well known and known to me to be the individual described in and whom executed the foregoing instrument; and he acknowledged to and before me that he executed such instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 3rd day of April, 1989.

[Signature]
 NOTARY PUBLIC
 My Commission Expires MAR. 5, 1991

(GHA1)

JOINDER AND CONSENT OF MORTGAGEE

Fidelity Bank, N.A., by assignment from Michael J. Procacci and Joseph G. Procacci, the record holder of the Mortgage and of pertinent documents recorded in Official Record Book 1350, Page 127*, of the Public Records of Collier County, Florida, and encumbering the property submitted to Condominium Ownership by this Declaration, has joined in and consents to this Declaration this 27th day of April, 1989. *And assigned to Fidelity Bank, N.A. in Official Records Book 1350, Page 143, Public Records of Collier County, Florida.

Signed, sealed and delivered in the presence of:

FIDELITY BANK, N.A.

[Signature]
[Signature]

By: [Signature]
 Its: Vice President

ATTEST:

(Corporate Seal)

[Signature]
 Asst. Secretary

Its: Asst Secretary

STATE OF Pennsylvania
COUNTY OF Philadelphia

Before me personally appeared Dean J. Czach
and Frances R. K., to me well known to
be the individuals described herein, and who executed the
foregoing instrument as Vice President and Assistant Secretary
of the above-named Fidelity Bank, N.A.
They acknowledged to me and before me that they executed such
instrument in such capacities; that the seal affixed to the
foregoing instrument is the Corporate Seal and that it was affixed
to the foregoing instrument by due and regular corporate authority
on behalf of said Corporation; and that said instrument is the
free act and deed of said Corporation.

WITNESS my hand and seal this 27th day of April,
1989.
(Seal)

Lisa C. Chabidge
Notary Public
My Commission Expires:

NOTARIAL SEAL
LISA C. CHABIDGE, Notary Public
Philadelphia, Philadelphia Co., PA
My Commission Expires Feb. 27, 1992

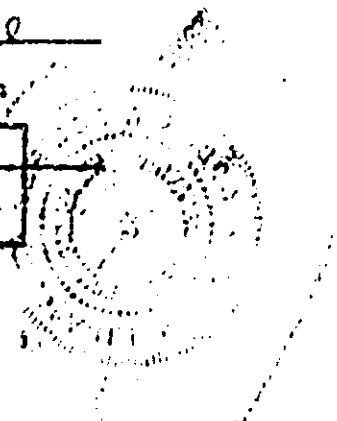


Exhibit "A"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

TRA-VIGNE A CONDOMINIUM	NATIONAL INVESTMENT ASSOCIATE INC.
1000
...	...

Exhibit 21. Sp. P.L.S. 1126 1-18-89

001437
OR BOOK

000396
PAGE

COMPOSITE EXHIBIT "B"

The construction of the Condominium is not substantially completed. Upon substantial completion of construction, the Developer or the Association shall amend the Declaration to include the certificate of a surveyor authorized to practice in Florida that the construction of the improvements is substantially complete so that the survey or graphic description shown herein, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

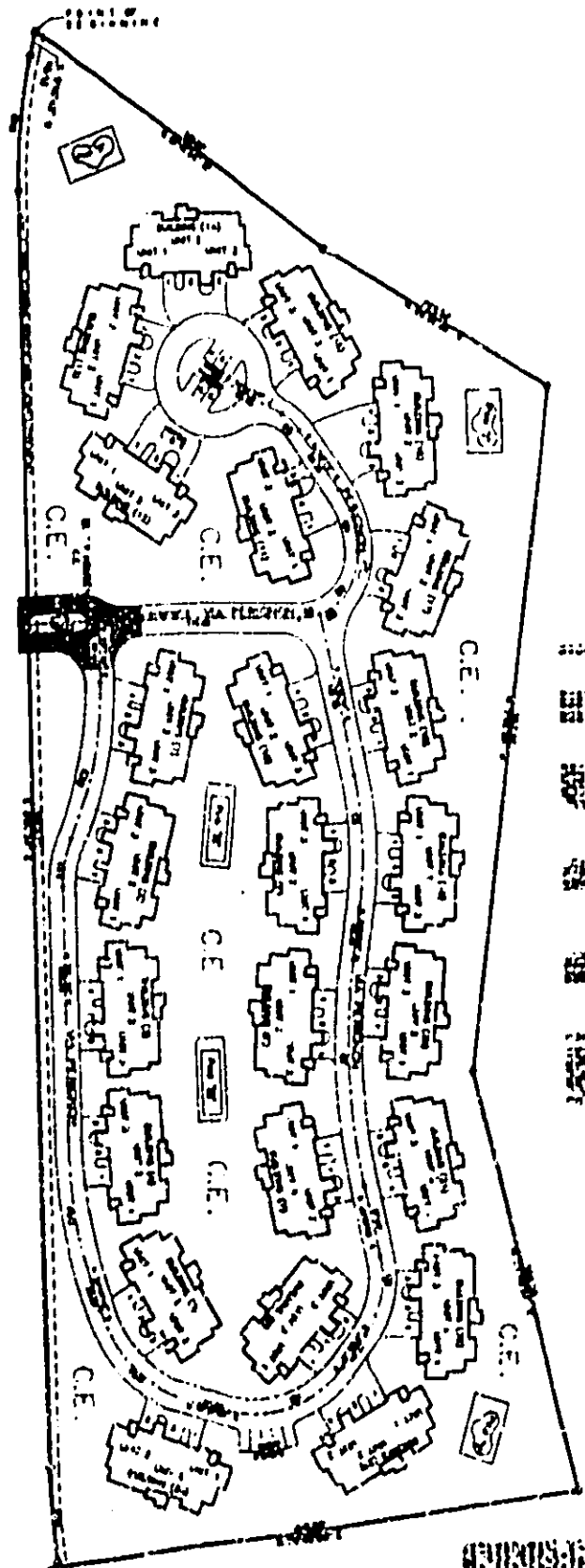
TRA-VIGNE, A CONDOMINIUM

A PART OF TRACT 'E' THE VINEYARDS UNIT ONE
AS RECORDED IN PLAT BOOK 14, PAGES 57 THROUGH 74,
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SURVEY AND PLOT PLAN

CURVE TABLE

NO.	START	END	CHORD	ANGLE	AREA
1	100.00	100.00	100.00	90.00	7853.98
2	100.00	100.00	100.00	90.00	7853.98
3	100.00	100.00	100.00	90.00	7853.98
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5	100.00	100.00	100.00	90.00	7853.98
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97	100.00	100.00	100.00	90.00	7853.98
98	100.00	100.00	100.00	90.00	7853.98
99	100.00	100.00	100.00	90.00	7853.98
100	100.00	100.00	100.00	90.00	7853.98



VINEYARDS BLVD. (20' R/W)

DEPARTMENT OF SURVEYING

SURVEYING NOTES

Handwritten notes and signatures in the top left corner.

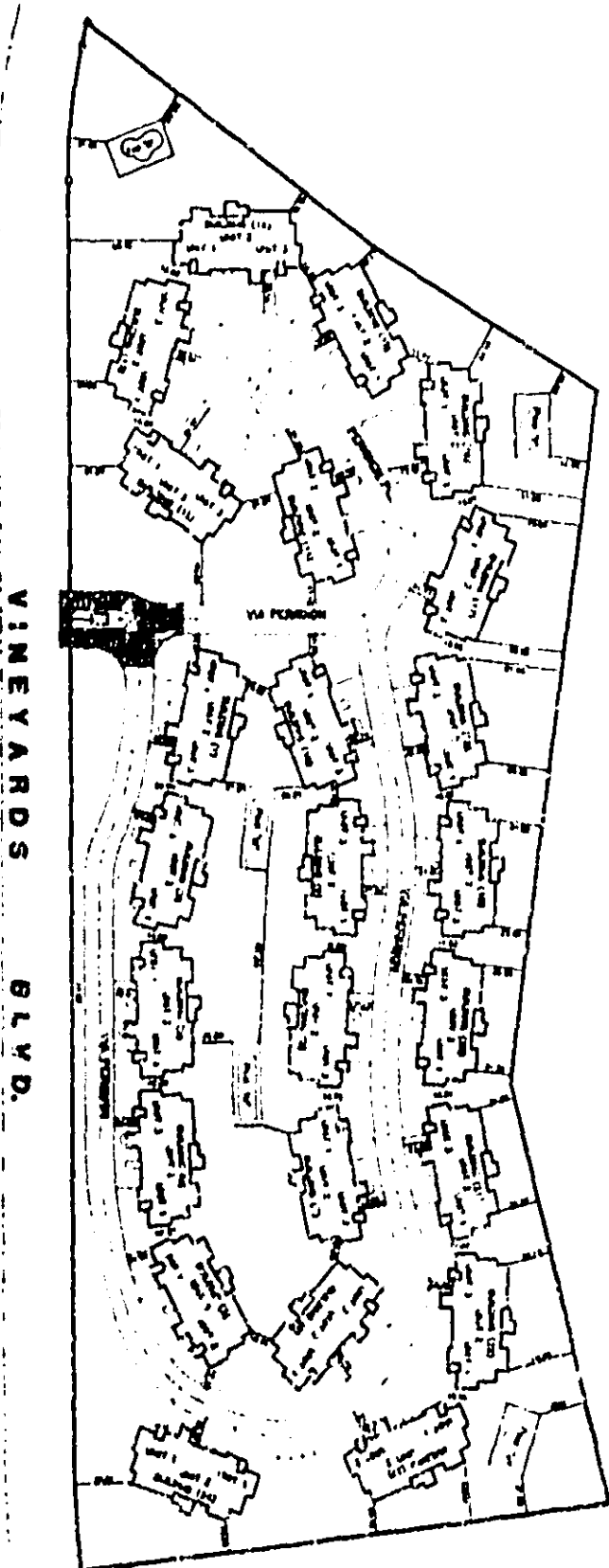
Vertical text block on the right side of the plan, possibly a legend or additional notes.

TRA-VIGNE
A CONDOMINIUM

TRA-VIGNE', A CONDOMINIUM

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

BUILDING LOCATION PLAN



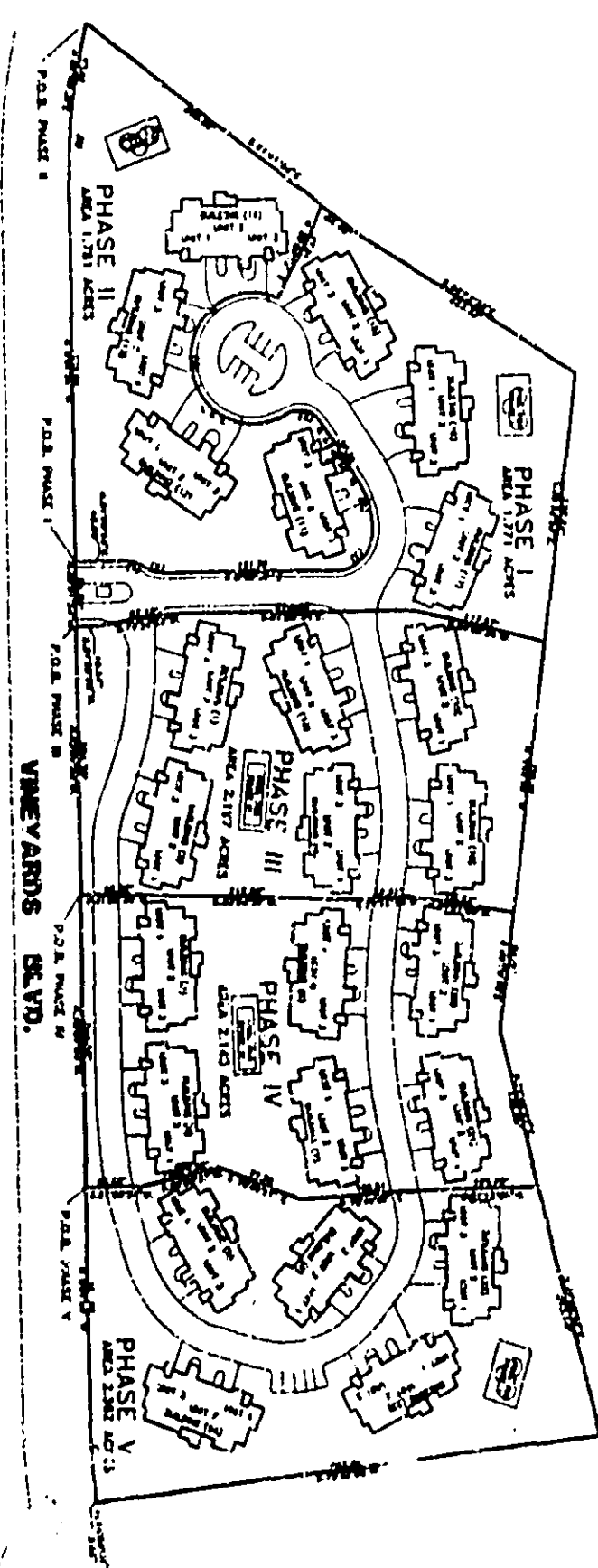
VINEYARDS BLVD.

CONDOMINIUM BOOK _____ PAGE _____

TRAVIGNE'
 A CONDOMINIUM
 2107-01

John J. Sep P.L.S. 1126 1-18-89

PHASE PLAN



CURVE TABLE

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7	110.00	100.00	157.08	15,708.00
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14	110.00	100.00	157.08	15,708.00
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22	110.00	100.00	157.08	15,708.00
23	110.00	100.00	157.08	15,708.00
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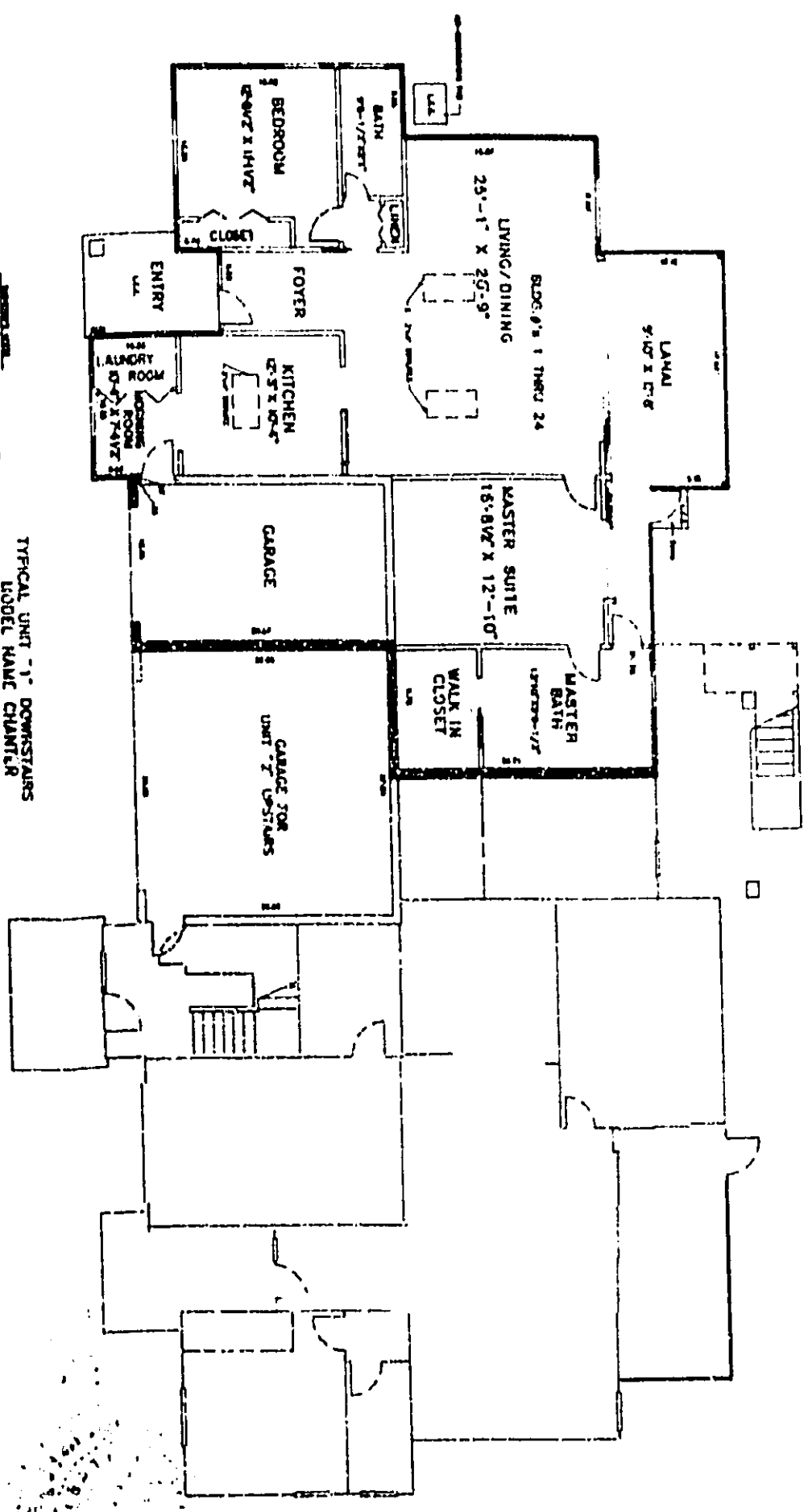


CONDOMINIUM PLAT BOOK PAGE

NOT TO SCALE

TRAVIGNER
 A CONDOMINIUM
 TRAVIGNER ASSOCIATES INC.
 1111 WEST 10TH AVENUE
 DENVER, CO 80202
 303-733-1111

John J. App P.L.S. 1126 1-18-89



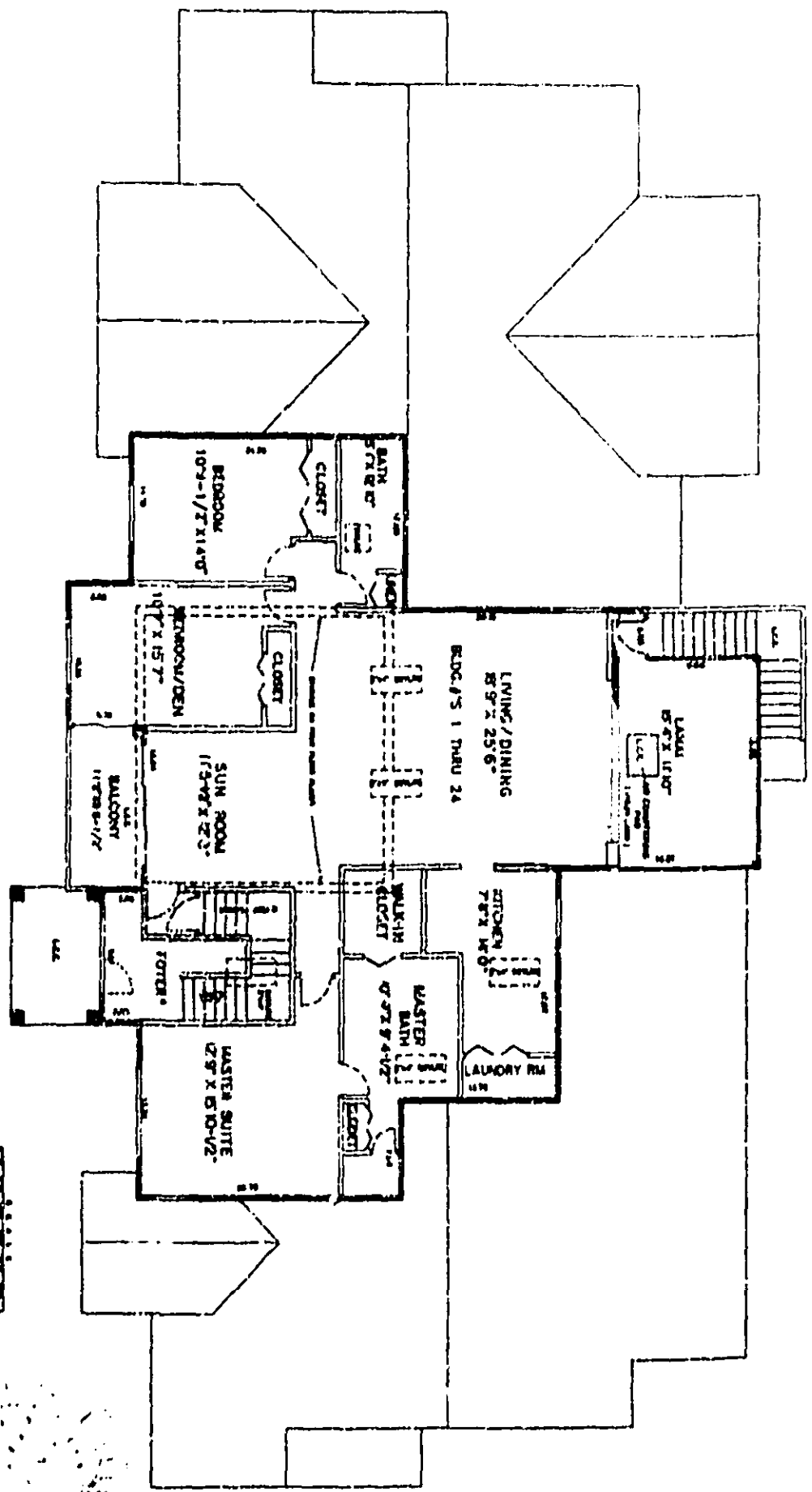
CONDOMINIUM FLOOR PLAN PAGE

TRA-VIGNE
 A CONDOMINIUM
 1111 W. WASHINGTON ST.
 CHICAGO, ILL. 60606
 (312) 467-1111

Philip J. ... P.L.S. 1126 1-18-89

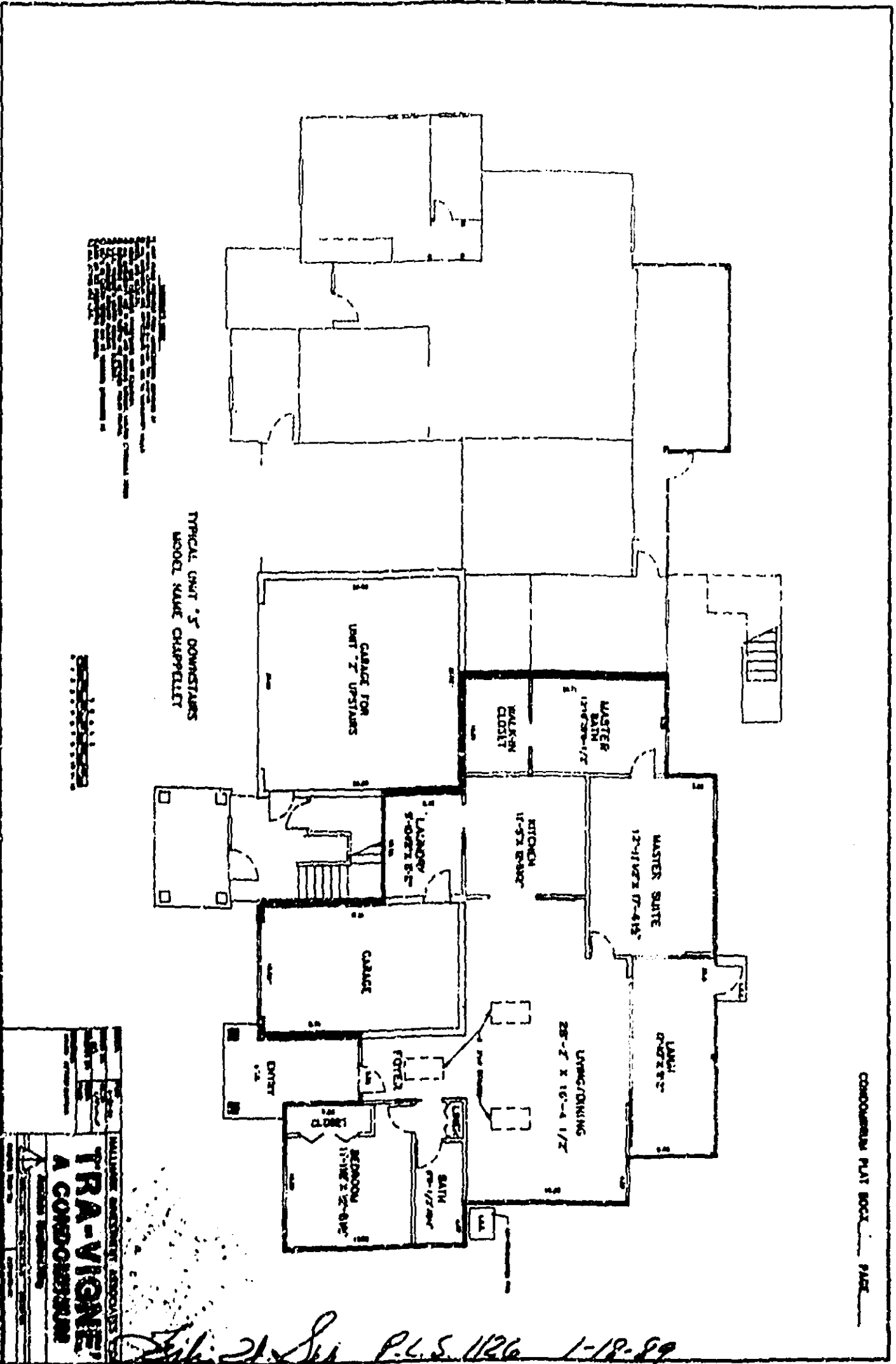
THIS FLOOR PLAN IS A REPRESENTATION OF THE APARTMENT AS DESCRIBED IN THE OFFERING STATEMENT AND IS NOT A CONTRACT. THE APARTMENT IS SUBJECT TO THE OFFERING STATEMENT AND THE CONDOMINIUM ACT. THE APARTMENT IS NOT TO BE CONSIDERED AS A HOME. THE APARTMENT IS NOT TO BE USED AS A HOME. THE APARTMENT IS NOT TO BE USED AS A HOME. THE APARTMENT IS NOT TO BE USED AS A HOME.

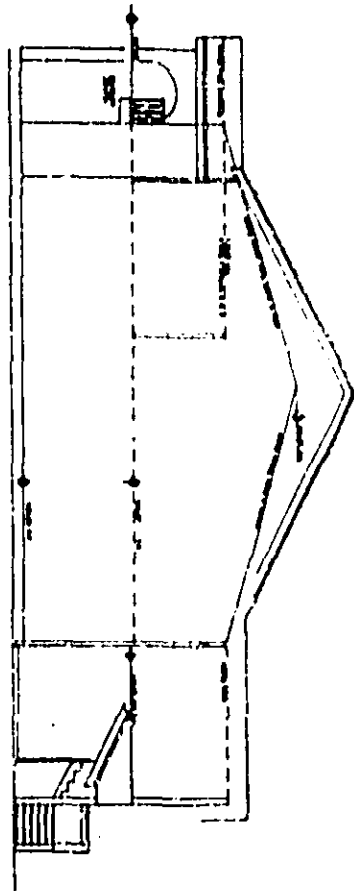
TYPICAL UNIT - 7' UPSTAIRS
INCLUDING GARAGE LOCATED ON FIRST FLOOR
(SEE DIMENSIONS FOR DETAILS)
MODEL NAME CHANDON



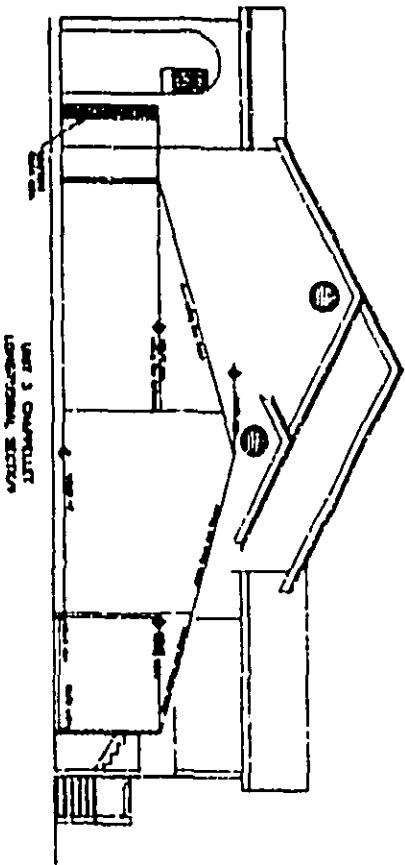
TRAVIGNER
A CONDOMINIUM

John E. Sp... P.L.S. 1/20 1-18-89

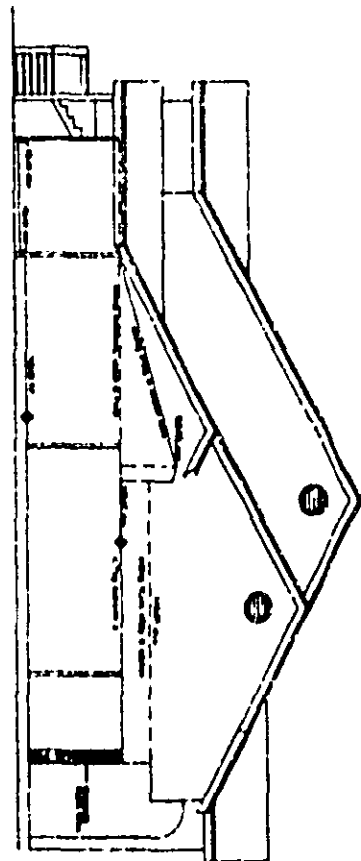




RIGHT SIDE VIEW



LEFT SIDE VIEW



CONDOMINIUM PLAT BOOK PAGE

DATE	1-18-89
BY	P.L.S. 1126
FOR	TRA-VIGNE
PROJECT	A CONDOMINIUM
OWNER	MULLINE INVESTMENTS ASSOCIATE INC.
ARCHITECT	TRAVIS B. BROWN
SCALE	AS SHOWN
REVISIONS	
NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION

TRA-VIGNE
A CONDOMINIUM

MULLINE INVESTMENTS ASSOCIATE INC.
TRAVIS B. BROWN

John D. Sp... P.L.S. 1126 1-18-89

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 3, 1989, as shown by the records of this office.

The document number of this corporation is N31490.

001437
OR BOOK

000405
PAGE

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of April, 1989.



CR2E022 (6-88)

Jim Smith

Jim Smith
Secretary of State

Exhibit "C"

001437
OR BOOK

000406
PAGE 1

ARTICLES OF INCORPORATION
OF
TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the corporation shall be TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC. ("the "Association").

ARTICLE II

PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of TRA-VIGNE', a Condominium (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Collier County, Florida, described on Composite Exhibit "A" hereto, and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the

"By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Collier County, Florida, when the Land, and the Improvements now and to be constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the Improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

POWERS

3. The Association shall have the following powers:

3.1 All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

3.2 All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

a. Make and establish reasonable rules and regulations governing the use of the Units, Common Elements and

Limited Common Elements in and of the Condominium, as such terms are defined in the Declaration.

b. Fix, establish, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, as provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

c. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property, and to contract with the Vineyards Community Association, Inc. (the "Master Association") for the maintenance, repair, replacement, separation and management of the Condominium Property and to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

d. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and

regulations governing use of the Condominium which may from time to time be established.

e. Make, amend or rescind By-laws for the Association; provided that at no time shall the By-laws conflict with these Articles or the Declaration.

f. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

ARTICLE IV

MEMBERS

4. The qualification of Members, the manner of their admission to and the termination of membership, and voting by members shall be as follows:

4.1 The record owners of all Units in the Condominium and the record owners of any residential property unit constructed on lands designated for future phases, if such phases are not constructed, shall be Members of the Association and shall be members of The Vineyards Community Association, Inc. (the "Master Association"), and no other persons or entities shall be entitled to membership, except as provided for in Paragraph 4.2, Article IV, hereof..

4.2 Membership shall be established by the acquisition of ownership of fee title to, or fee interest in a condominium parcel in said Condominium, or ownership of fee title to, or fee interest in residential property unit constructed on lands designated for future phases, if such phases are not constructed, whether by conveyance, devise, judicial decree or otherwise, and by recordation among the Public Records of Collier County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such a deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the parcel designated shall be terminated. The membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

4.3 The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such Member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for

the purposes authorized herein, in the Declaration, and in the By-Laws.

4.4 On all matters as to which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, (the "Voting Interest") which Voting Interest may be exercised or cast by the Owner(s) of each Unit as will be provided for in the By-Laws. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one (1) Voting Interest for each such Unit, in the manner provided by the By-Laws.

4.5 Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Collier County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

TERM

5. The Association shall have perpetual existence.

ARTICLE VI

PRINCIPAL OFFICE OF ASSOCIATION

6. The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Administration.

ARTICLE VII

BOARD OF ADMINISTRATION

7. The affairs of the Association shall be managed by a Board of Administration, whose members shall be designated as Directors of the Association. The Directors need not be members of the Association. The Board, or the President with the approval of the Board, may employ a managing agent, agency, and/or other managerial and supervisory personnel of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

7.1 The number of members of the first Board of Administration shall be four (4). The names and addresses of the members of the First Board of Administration are as follows:

Thomas Daiello
2354 J & C Boulevard
Naples, Florida 33940

Wafaa Assaad
c/o The Vineyards
20 Napa Boulevard
Naples, Florida 33999

Michael Procacci
c/o The Vineyards
20 Napa Boulevard
Naples, Florida 33999

Joseph Procacci
c/o The Vineyards
20 Napa Boulevard
Naples, Florida 33999

The first Board of Administration shall, subject to the provisions of the Laws of Florida, these Articles of Incorporation and the By-Laws, hold office until the annual meeting of the Association in the year following the year this Corporation is formed. The number of members of succeeding Boards shall be not less than four (4), or as otherwise provided for from time to time by the By-Laws, and they shall be elected by the Members of the Association at the annual meetings of the membership as provided by the By-laws.

7.2 Any vacancies in the Board of Administration shall be filled by the remaining members of the Board. The election of members of the Board of Administration prior to the first annual meeting, or until the Developer elects to terminate control of the condominium, shall be held pursuant to the provisions of Florida Statutes 718.201. The non-developer unit owners must, at the time set for their right to do so, elect a majority of the members of the Board of Administration.

7.3 The Developer shall have the right to appoint the members of the Board of Administration for so long as the law will permit it to do so. Unit Owners, other than the Developer, shall have the right to elect such directors at such time and in such manner as the law requires. The Developer shall have the right to elect, in the manner provided in the By-Laws, one (1) member of

the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Administration in the same manner as any other member of the Association.

7.4 Prior to, or not more than sixty (60) days after, the time that Unit Owners other than the Developer elect a majority of the members of the Board of Administration, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act.

7.5 The Board of Administration shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall deem advisable from time to time. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII

OFFICERS

8. The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

President:	Thomas Daiello
Vice President:	Michael Procacci
Vice President:	Joseph Procacci
Secretary/Treasurer:	Wafsa F. Assaad

ARTICLE IX

INDEMNIFICATION

9. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such

settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X

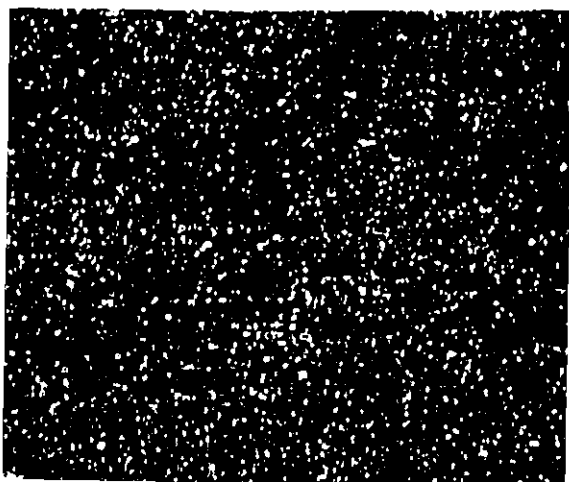
BY-LAWS

10. The original By-Laws of the Association shall be adopted by a majority vote of the Directors of this Association at a meeting at which a majority of the Directors is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Association.

ARTICLE XI

AMENDMENTS

11. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the



Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than two-thirds (2/3) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be

recorded in the Public Records of Collier County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select Members of the Board of Directors of the Association, as provided in Article VII hereof, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XII

REGISTERED AGENT

12. The initial registered agent of this corporation is Richard E. Benton, 225 South Adams Street, Suite 200, Tallahassee, Florida 32302.

ARTICLE XIII

SUBSCRIBERS

13. The subscriber to these Articles of Incorporation and his respective residence address, is set forth below:

Richard E. Benton
602 Middlebrooks Circle
Tallahassee, Florida 32312

001437

OR BOOK

000419

PAGE

IN WITNESS WHEREOF, the Subscriber hereto has hereunto set his hand and seal this day of , 1989.

Richard E. Benton

Richard E. Benton

STATE OF FLORIDA
COUNTY OF LEON

Acknowledged before me by Richard E. Benton, this 5-8 day of April, 1989.

James W. Bennett

Notary Public

My Commission Expires:

B

BY-LAWS
OF
TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC.
A Corporation Not For Profit

ARTICLE I
IDENTITY

A. Name. These are the By-Laws of TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State on April 3, 1989. The Association has been organized for the purpose of administering the operation and management of TRA-VIGNE' (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land situated in Collier County, Florida, described in the Declaration of Condominium.

B. Articles of Incorporation. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium (the "Declaration") which will be recorded in the

Exhibit "D"

Public Records of Collier County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. Members. All members of the Association and their invitees, including, without limitation, all present or future record owners and tenants of residential property units in the Condominium and all present or future record owners and tenants of residential property units constructed on lands designated for future phases, if such phases are not constructed ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. Office. The office of the Association shall be in Collier County, Florida, or at such other place as may be established by resolution of the Board of Directors.

E. Fiscal Year. The fiscal year of the Association shall be the calendar year.

F. Corporate 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. An impression of the seal is as follows:

ARTICLE IIMEMBERSHIP, VOTING, QUORUM, AND PROXIES

A. Qualification of Members. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the Voting Interests of the entire membership.

C. Voting. Subject to Article IV, paragraph C, on all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. At any meeting of the Members of the Association, the applicable vote by the Voting Member shall be entitled to be cast for each Unit, which vote shall not be divisible. There shall be one (1) person with respect to each Unit, who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as the Voting Member and is hereafter referred to as the Voting Member.

D. Voting Interest. The Voting Interest of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (including a husband and wife as

tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated in writing by the owner(s) of such Unit as the Voting Member thereof. If a Unit is owned by a corporation, one (1) of its officers or employees shall be designated by proper resolution as the Voting Member. If a Unit is owned by a partnership, all of the partners, by an appropriate resolution, shall designate one (1) of the partners as the Voting Member. If a Unit is owned by more than one (1) trustee, all of the trustees shall designate in writing one (1) of the trustees as the Voting Member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the Voting Member of the Unit. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (including a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Voting Member (the "Voting Certificate"). The Voting Certificate designating the Voting Member shall be filed with the Association, and the person so designated shall be and remain the Primary Representative of the Unit until such designation has been revoked

by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Voting Member of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the Voting Interest of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

E. Approval or Disapproval of Matters. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the Voting Interest of such owner if in an Association meeting.

F. Master Association. All Unit Owners shall be Members of The Vineyards Community Association, Inc. (the "Master Association") as provided for in Article V of the Articles of Incorporation of The Vineyards Community Association, Inc. (the "Master Association"). Each Unit Owner shall cast its vote(s) on MASTER ASSOCIATION matters according to the method prescribed in Article II paragraph C of these By-Laws and Article IV, Section 4.09 of the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards (the "Master Declaration"). The Association shall have the duty to collect and tabulate its members' votes. The Association shall have the privilege of casting with the MASTER ASSOCIATION all of the votes cast by its Members. The Association shall cast all of the votes cast by its

members in a block. The Association shall file with the secretary/treasurer of the MASTER ASSOCIATION a notice designating the name of the individual who shall represent the Association during the MASTER ASSOCIATION'S meetings of the members, and who shall be authorized to cast the votes of the Association. In the absence of such designation, the Association shall not be entitled to vote on any matters coming before the Board of Directors of the MASTER ASSOCIATION.

G. Majority Vote. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the persons holding a majority of the Voting Interests represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

H. Proxies. Voting Interests may be cast in person or by proxy. Proxies may be made by any person holding a Voting Interest and shall be effective only for the specific meeting for which given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the holder of the Voting Interest executing it.

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. Annual Meeting. The annual meeting of Members shall be held, at the office of the Association or such other place in Collier County, Florida, as may be specified in the notice of the meeting, at 7:00 p.m. on the second Tuesday in the month of OCTOBER of each year for the purpose of electing Directors, subject to Article IV, paragraph C of these By-Laws, and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

B. Special Meetings. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units or as otherwise required herein or by law.

C. Notice. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Notice of the Annual Meeting shall be given not less than ten (10) days and not more than sixty (60) days prior to the date of the Annual Meeting. The notice of any meeting to consider

specifically state that fact and the nature of the assessment. Each notice shall be given to each Member within the time and in the manner required by law. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be mailed via United States mail, certified, return receipt requested, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. The post office certificate of mailing shall be retained as proof of such mailing; provided, however that if Florida law is subsequently changed to eliminate the requirement for a post office certificate of mailing, such notice shall be deemed properly given when deposited in the United States Mail, postage prepaid, addressed as hereinabove described, to the Member, and proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the filing of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in the Condominium at least two (2) days prior to said meeting. The Secretary of the Association shall provide an affidavit to be included in the official records of the Association affirming that notices of such Association meeting were mailed or hand delivered in accordance with the By-Laws of the Association and applicable law, to each member at the address

the address last furnished to the Association. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership is required to constitute a quorum for particular purposes is not present, whenever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of Officers

- (5) Reports of Committees
- (6) Appointments by Chairman of Inspectors of Election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

ARTICLE IV

BOARD OF ADMINISTRATION

A. Board of Administration. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable within the meaning of these By-Laws and the other related condominium documents. The first Board of Administration shall consist of four (4) persons (the "Directors") who are so identified in the Articles; succeeding Boards shall consist of not less than four (4) persons. Directors need not be Members of the Association. Subject to Article IV, paragraph C, the Developer shall have the right to elect in the manner provided in Paragraph B, Article IV, of these By-Laws one (1) member of the Board of Directors as long as the

Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Election of Directors. Subject to Article IV, paragraph C, directors shall be elected in the following manner:

(1) Commencing with the election of the first Board to succeed the first Board, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall henceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

(2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected,

by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.

(3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any office of the Association, the successor Director, who shall fill the vacated directorship for the expired term thereof.

(4) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one (1) vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be noncumulative.

(5) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by

written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. When unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium that will be operated ultimately by the Association, the unit owners other than the developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(1) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(2) Three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(3) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than 30 days or more than 40 days notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

D. Prior to, or not more than sixty (60) days after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver to turn over to the Association under the provisions of the Florida Condominium Act.

E. Organizational Meeting. The organizational meeting of a newly elected or designated Board shall be held within thirty

(30) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided that a quorum shall be present.

F. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) hours prior to said meeting. The notice of any Board meeting at which assessments to be made against Unit Owners are to be considered shall so state and shall also set forth the nature of the assessment.

G. Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in each

building of the Condominium at least forty-eight (48) hours prior to said meeting.

H. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

I. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting until such time as a quorum or the required percentage of attendance if greater than a quorum, is present. Personal notice to each Director shall not be required for an adjourned meeting which has been rescheduled, but notice of the rescheduled meeting shall be posted in a conspicuous place in the condominium at least 48 hours prior to the meeting. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

J. Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

K. Powers. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

(1) Make, levy, and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association,

(2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(5) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

(6) Contract for the management of the Condominium and in connection therewith to delegate such of the powers and duties of the Association as may be deemed appropriate, except those which may be required by the Declaration to have approval by the Board or Members of the Association, or which may not be delegated by law;

(7) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;

(8) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;

(9) Carry insurance for the protection of the members and the Association against casualty and liability;

(10) Pay all costs of power, water, sewer, and other utility services rendered to the Condominium and not billed to the owners of the separate Units;

(11) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

L. Vacancy. Should any members of the first Board be unable to serve for any reason, the Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

M. Removal. The original Directors, or any Director appointed to fill a vacancy arising prior to the first meeting of

the membership as herein before set forth, shall not be capable of being removed by vote of the membership. Subject to Article IV, paragraph C, after the initial election of Directors by the membership, Directors may be removed with or without cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board if, except as heretofore set forth, during his term of office his membership in the Association shall be terminated for any reason whatsoever.

N. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the unit owners have elected all members of the Board of Directors, shall be determined by a majority vote of the members of the regular membership meetings.

ARTICLE V

ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS

A. Meeting of Members. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or (to the extent permitted by law and convenient to a majority of owners) without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. Proxy. A member may take any action by written proxy which has been duly registered with the Secretary, provided

no proxy will be valid except for the meeting for which it was given, or adjournment thereof, and in no event more than ninety (90) days after the date of the first meeting for which it was given.

C. Minutes. Minutes of all board and membership meetings shall be retained in a secure place, available for review by the membership, for a period of at least seven (7) years from the date of the meeting.

ARTICLE VI
OFFICERS

A. Executive Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of

which are not incompatible; provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

B. Subordinate Officers. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

C. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

D. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

E. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

F. Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

G. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

H. Salaries or Fees. The compensation of all officers and 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, nor preclude contracting with a Director for the management of the Condominium.

I. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors.

J. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date; provided that the acceptance of a resignation shall be required to make it effective.

ARTICLE VII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association shall be the following:

A. Fiscal Year. The Fiscal year of the Association shall be the calendar year.

B. Assessment Roll. Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

C. Budget. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be required by law and/or be established from time to time by the Board. The budget shall

be prepared in the form and contain categories, including reserves, as required from time to time by the Florida Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before December 15 of the year prior to the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

D. Proposed Annual Budget. A copy of the proposed annual budgets of the Association shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit Owners. If a budget is adopted by the Board which requires assessment of the Unit Owners in any budget

year exceeding one hundred fifteen percent (115%) of such assessments for the preceding budget year, upon written application of persons holding ten percent (10%) of the Voting Interests, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit Owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of persons holding not less than two-thirds (2/3) of the Voting Interests. The Board may in any event first propose a budget to the Unit Owners at any such meeting of members or by writing, and if such budget or proposed budget is approved by members holding a majority of the Voting Interest at such meeting or in writing, such budget may not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth.

E. Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made by the Board of Administration for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each Unit Owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after mailing of a statement to the Unit Owners showing the assessment then due, whichever date shall last occur. If assessments are

not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Administration to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expense previously incurred, the Board of Administration shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amount of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

F. Initial Reserve Assessment. An Initial Reserve Assessment of \$150.00 per Unit shall be levied against all nonexempt property and shall be collected in the manner provided in Article VII, Section 7.02 of the Master Declaration.

G. Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after

approval by the member, to be charged, and may include but shall not be limited to charges for the use of Condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of the member and other services furnished for the benefit of the member.

II. Emergency Special Assessment. The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Administration, there is potential danger of damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the Board of Administration may require in the notice of assessment.

IF a meeting of Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

I. Computation. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair and replacement of

Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessments for betterments to the Condominium property. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose any assessments for a budget year greater than 115% of the prior budget year's assessment without approval of persons, other than the Developer, holding a majority of the Voting Interests.

J. Adoption of Budget. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit Owners shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

K. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawals of monies from such bank(s) shall be only by check signed by such persons as are designated by the Board.

L. Accounting. A review of the accounts of the Association (or audit if required by or underwriting guidelines of any federal agency or corporation which guarantees or purchases mortgages) shall be made annually by a Certified Public Accountant, and a copy of the report together with a financial report in the form required by law shall be furnished to each member not later than sixty (60) days following the year for which the report is made.

M. Fidelity Bonds. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association. However, such bonds shall be made mandatory if the Florida Statutes or federal mortgage guarantee or purchase guidelines require them.

ARTICLE VIII

DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association by the due date, the Association acting through its Board of Directors, may enforce its lien for assessment or take such other action to recover the sums, charges or assessments to which it is entitled

In accordance with the Declaration of Condominium and the statutes made and provided. If an action of foreclosure is brought against the Owner of a Unit for non-payment of monies due the Association and, as a result thereof, the interest of the said Owner in and to the Unit is sold, then at the time of such sale, the Unit Owner's membership shall be cancelled and the purchaser at the foreclosure sale shall become a Member.

ARTICLE IX

VOLUNTARY BINDING ARBITRATION

In the event of a dispute between one or more Unit Owners and/or the Association arising from the operation of the Condominium, the parties may submit the dispute to voluntary binding arbitration under the rules of the Division of Florida Land Sales and Condominiums. If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more Unit Owners, or between the Association and one or more Unit Owners, it is intended that such dispute be resolved by agreement or by voluntary binding arbitration, and not by resort to the courts. For this purpose, no party to such a dispute shall be entitled to recover attorney's fees as to a prevailing party in any lawsuit involving the disputed matters unless the party has, before filing the lawsuit, offered in writing to submit the dispute to voluntary binding arbitration under the Condominium Act. If the other party accepts the offer, both parties shall proceed without undue delay to

submit the issue to arbitration and no lawsuit may be filed until the arbitration process has been concluded. If the other party refuses the offer, he shall not be entitled to recover attorney's fees in the lawsuit. Nothing herein shall be construed to prevent the Association from recovering attorney's fees in any action brought to collect unpaid assessments, including fines, or to require the Association to submit assessment collection disputes to arbitration.

ARTICLE X

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles, these By-laws or the laws of Florida.

ARTICLE XI

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Generally. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by persons holding a majority of the Voting interests whether meeting as members or by instrument in writing signed by them.

B. By the Board. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. Approval. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the persons holding Voting Interests of Units to which not less than two-thirds (2/3) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Collier County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. Meeting. At any meeting held to consider any amendment or amendments to these By-Laws, the written vote of any

person holding a Voting Interest shall be recognized if such person is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Developer Not Affected. Notwithstanding the foregoing provisions of this Article X, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 3rd day of APRIL, 1989.

EXHIBIT EMethod of Allocating and Determining Share of Ownership of Common Elements, Common Surplus and Common Expense

Upon submission of each Phase the share of ownership of common elements, common surplus and common expense shall be arrived at in the following manner:

STEP 1

Determine the total number of Units owned by each Unit Owner.

STEP 2

Determine the total number of Units submitted to Condominium.

STEP 3

Each Unit share = $\frac{\text{Total number of Units owned by Unit Owner}}{\text{Total number of Units submitted to Condominium}}$

STEP 4

If the sum of all Unit shares does not equal 100% then such adjustment will be made to specific Units and Unit type percentages as is necessary to make the sum equal to 100%. In this regard the percentages for all Units of a certain type shall be adjusted (to the extent possible) so as to be consistent within that Unit type by the difference between the sum of all percentages and 100%. Adjustments will be made first to Type "1" Units, then to Type "2" units and then to Type "3" Units in that order. Units of the same type will not be assigned different shares unless there is no other way to round the sum to 100%.

Exhibit "E"

ESTIMATED OPERATING EXPENSES
(PHASE 1 ONLY, FIRST 12 MONTHS)
9 UNITS

<u>Expense Item</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
Administration of Association	\$ 7.00	\$ 21.00	\$ 63.00
Management Fees	n/a	n/a	n/a
Landscape Maintenance	208.00	625.00	2,500.00
Grounds & Pool Maintenance	20.00	60.00	240.00
Rent for Commonly Used Facilities	n/a	n/a	n/a
Taxes on Association Property	n/a	n/a	n/a
Insurance	187.00	561.00	2,250.00
Electricity (Common Elements)	26.00	78.00	312.00
Gas	n/a	n/a	n/a
Water/Irrigation Water	26.00	78.00	312.00
Garbage Pickup	50.00	150.00	600.00
Pest Control	10.00	30.00	120.00
Security Provisions	n/a	n/a	n/a
Legal & Audit Expenses	42.00	125.00	500.00
Equipment & Supplies	20.00	60.00	240.00
Operating Capital	n/a	n/a	n/a
Miscellaneous	5.00	15.00	60.00
Annual Fees, Division of Land Sales (Condominiums & Mobile Homes)	.75	2.25	9.00
<u>Reserve:</u> RooF Replacement Estimated life - 20 years Current estimated replacement cost- \$10,800.00	45.00	135.00	540.00

Exhibit "F"

(Reserves continued)	MONTHLY	QUARTERLY	ANNUALLY
Building Repainting* Estimated life - 5 years Current estimated cost - \$ 2,625.00	44.00	132.00	525.00
Pavement Resurfacing* Estimated life - 15 years Current estimated cost - \$ 1,620.00	9.00	27.00	108.00
Pool Refurbishment* Estimated life - 20 years Current estimated cost - \$35,000.00	-0-	-0-	-0-
TOTALS (with reserves)	\$ 699.75	\$2,099.25	\$8,397.00

NOTES: *These Budget items are reserves mandated by statute unless waived by the unit owners.

TOTALS (without reserves)	\$ 601.75	\$1,805.25	\$7,224.00
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BUDGET NOTES

- This Budget represents the estimated cost of operating the Condominium Association for the first twelve months, which period is expected to begin during 1989. These figures are estimates only.
- Utility and Other Services:
 - Telephone - Unit owners individual expense.
 - Electric - Each unit has its own meter and will be individually billed. For common areas, there is a separate meter and the electric bills for this area will be an Association expense.
 - Water & Sewer - Metered to Association, and cost is included in estimated operating Budget as a common expense.
 - Other Matters - Unit owners will be responsible for paying own personal insurance, personal property tax, etc.
- Slight differences in totals caused by rounding of figures.

ESTIMATED MONTHLY, QUARTERLY AND ANNUAL
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>UNIT NO</u>	<u>¢ SHARE OF COMMON ELEMENTS</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
All Units	1/72			
Without Reserves		\$ 55.81	\$167.43	\$669.72
With Reserves		\$ 66.29	\$198.89	\$795.55

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE UNIT ASSESSMENTS. THE DEVELOPER HAS GUARANTEED THE ASSESSMENTS AT THIS LEVEL FOR A PERIOD BEGINNING THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSING OF SALE FOR THE FIRST UNIT, AND ENDING ON DECEMBER 31, 1991, OR SUCH EARLIER TIME AS THE DEVELOPER RELINQUISHES CONTROL OR NO LONGER CONTROLS THE CONDOMINIUM. INFORMATION REGARDING THE GUARANTEE IS LOCATED AT PAGE xiii, PARAGRAPH 15 OF THE PROSPECTUS, AND AT SECTION XXIX OF THE PURCHASE AGREEMENT.

ESTIMATED OPERATING EXPENSES
(UPON COMPLETION OF PHASES I-V, FIRST TWELVE MONTHS)
72 UNITS

<u>Expense Item</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
a. Administration of Association	\$ 54.00	\$ 162.00	\$ 648.00
b. Management Fees	n/a	n/a	n/a
c. Landscape Maintenance	1,050.00	3,150.00	12,600.00
d. Grounds & Pool Maintenance	100.00	300.00	1,200.00
e. Rent for Commonly Used Facilities	n/a	n/a	n/a
f. Taxes on Association Property	n/a	n/a	n/a
g. Insurance	1,500.00	4,500.00	18,000.00
h. Electricity (Common Elements)	130.00	390.00	1,560.00
i. Gas	n/a	n/a	n/a
j. Water/Irrigation Water	210.00	625.00	2,520.00
k. Garbage Pickup	400.00	1,200.00	4,800.00
l. Pest Control	80.00	240.00	960.00
m. Security Provisions	n/a	n/a	n/a
n. Legal & Audit Expenses	350.00	1,050.00	4,200.00
o. Equipment & Supplies	100.00	300.00	1,200.00
p. Operating Capital	n/a	n/a	n/a
q. Miscellaneous	40.00	120.00	480.00
r. Annual Fees, Division of Land Sales (Condominiums & Mobile Homes)	6.00	18.00	72.00

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MONTHLYQUARTERLYANNUALLYReserves:Roof Replacement*

Estimated life - 20 years

Current estimated replacement
cost - \$10,800.00

360.00

1,080.00

4,320.00

Building Repainting*

Estimated life - 5 years

Current estimated cost -
\$875.00 per building

350.00

1,050.00

4,200.00

Pavement Resurfacing*

Estimated life - 15 years

Current estimated
cost - \$8,100.00

45.00

135.00

540.00

Pool Refurbishment*

Estimated life - 20 years

Current estimated cost -
(5 pools) \$175,500.00

-0-

-0-

-0-

TOTALS (with reserves)

\$4,773.00

\$14,320.00

\$57,280.00

NOTES: *These Budget items are reserves mandated by statute
unless waived by the unit owners.

TOTALS (without reserves)

\$4,018.00

\$12,055.00

\$48,220.00

BUDGET NOTES

1. This Budget represents the estimated cost of operating the Condominium Association for the twelve month period following the completion of all phases, which figures are estimates only, based upon current costs.
2. Utility and Other Services:
 - (a) Telephone - Unit owners individual expense.
 - (b) Electric - Each unit has its own meter and will be individually billed. For common areas, there is a separate meter and the electric bills for this area will be an Association expense.
 - (c) Water & Sewer - Metered to Association, and cost is included in estimated operating Budget as a common expense.
 - (d) Other Matters - Unit owners will be responsible for paying own personal insurance, personal property tax, etc.
3. Slight differences in totals caused by rounding of figures

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ESTIMATED MONTHLY, QUARTERLY AND ANNUAL
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>UNIT NO</u>	<u>% SHARE OF COMMON ELEMENTS</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
All Units	1/72			
Without Reserves		\$ 55.81	\$167.43	\$669.72
With Reserves		\$ 66.29	\$198.89	\$795.55

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE UNIT ASSESSMENTS,
BUT THEY ARE NOT GUARANTEED.

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CONDOMINIUM
RESERVATION AND DEPOSIT AGREEMENT

SELLER:

BUYER:

Hallmark Investment Associates, (Name)	_____
Inc.	(Address) _____
2354 J & C Boulevard	(City, State, Zip) _____
Naples, Florida 33940	(Phone) _____
_____	(SS#) _____

R E C I T A L S

A. Seller proposes to construct a condominium to be known as 'TRA-VIGNE', A CONDOMINIUM, (hereinafter the "CONDOMINIUM"), on property owned by Seller located in Collier County, Florida, legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

B. Seller, in connection with said construction, desires to undertake a program of offering to members of the general public the ability to reserve the right to purchase a unit in the CONDOMINIUM pending Seller obtaining all permits, recording the final plats, and finalizing various documents relating to the CONDOMINIUM, including but not limited to: Declaration of Condominium, Purchase Agreement, Restrictive Covenants, Rules and Regulations; and

C. Buyer desires to reserve the right to purchase a Unit in the CONDOMINIUM by payment of a Reservation Deposit pursuant to the terms and conditions hereof; and

D. Terry A. Lurie, P.A., 20 Napa Boulevard, Naples, Florida 33999, as Escrow Agent, shall hold the reservation deposit pursuant to this Agreement;

W I T N E S S E T H:

NOW, THEREFORE, in consideration in the mutual covenants contained herein, and Buyer's deposit in the amount of FIVE THOUSAND AND NO/100 (\$5,000.00), Seller hereby agrees to reserve for Buyer the exclusive right to purchase the following Unit at 'TRA-VIGNE', A CONDOMINIUM:

UNIT # _____

THE DEPOSIT IS MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. The purchase price of the Unit shall be _____ (\$ _____), if the reservation is exercised and the Buyer consummates the purchase of the Unit within the time specified herein. Seller guarantees to

Exhibit "G"

the Buyer that the purchase price of the Unit shall not be increased from the price herein stated.

2. Seller acknowledges that Buyer has delivered to Seller a check, payable to Escrow Agent in the amount of \$5,000.00 (the "Reservation Deposit").

3. Buyer shall be furnished a copy of this Reservation Agreement executed by Escrow Agent, which shall constitute a receipt for the Reservation Deposit made hereunder.

4. Seller shall within three (3) business days from the date of this Agreement deliver the Reservation Deposit to Escrow Agent. Buyer acknowledges that Seller has advised Buyer that Escrow Agent must furnish the Reservation Deposit within seven (7) business days after receipt of the Reservation Deposit by Escrow Agent.

5. (a) Until a binding Purchase Agreement is signed by Buyer and Seller regarding the purchase and sale of the Unit, Buyer or Seller may cancel this Reservation Agreement for any reason by notifying the Escrow Agent in writing, and the Reservation Deposit shall immediately and without qualification be returned in full to Buyer.

(b) Seller acknowledges that all documents required to be filed pursuant to Chapter 718, Florida Statutes, will have been filed prior to entering into a Purchase Agreement with Seller and that Seller shall deliver to Buyer, at the time such documents are finalized, a Purchase Agreement, Restrictive Covenants and any other CONDOMINIUM documents which must be furnished by the Seller to Buyer under §718.503(2), Florida Statutes.

(c) Buyer shall have seven (7) days after Seller's delivery of the Purchase Agreement to execute the same. If the Buyer executes the Purchase Agreement, Seller shall so notify Escrow Agent and shall provide Escrow Agent with a copy of such Agreement. Upon such notification, Escrow Agent shall immediately release the Buyer's Reservation Deposit from the reserve account to the escrowee named in the Purchase Agreement between Buyer and Seller as a portion of the purchase price.

(d) If Buyer fails to enter into the Purchase Agreement with Seller within the seven (7) day period, then this Reservation Agreement shall automatically terminate. Upon such occurrence, Seller shall notify Escrow Agent of Buyer's failure to enter into a Purchase Agreement and Escrow Agent, immediately upon receiving such notice, shall refund Buyer's Reservation Deposit to Buyer without qualification and Seller shall be relieved of all further duties and obligations under said Reservation Agreement.

(e) If Seller and Buyer have not entered into a binding Purchase Agreement within one hundred twenty (120) days of

this Reservation Agreement, or if Seller does not complete the CONDOMINIUM documents so that a Purchase Agreement can be delivered to Buyer in sufficient time to allow Seller and Buyer to enter into a Purchase Agreement within one hundred twenty (120) days, this Reservation Agreement shall automatically terminate and Escrow Agent shall refund the deposit held hereunder to Buyer.

(f) Upon any termination of this Reservation Agreement, in accordance with the provisions of Paragraphs 5(a), (c), (d), or (e), neither Buyer nor Seller shall have any further rights or claims against each other under this Agreement.

6. The Purchase Agreement to be delivered to Buyer may contain a provision requiring Buyer to be approved by Seller before such Agreement becomes binding on Seller, and will contain a provision requiring construction on the Unit within specified time after closing on the Purchase Agreement.

7. The Escrow Agent shall receive such Reservation Deposits and, if possible, deposit them in an interest bearing account. Accrued interest shall be payable to Buyer. The Escrow Agent shall segregate all Reservation Deposit funds from any other funds held by Escrow Agent for Seller.

8. Seller shall maintain separate records within its books and records regarding this Reservation Program, which books and records shall be kept in accordance with generally accepted accounting standards, as defined by rule of the Board of Accountancy.

9. The sole purpose of this Reservation Agreement is to permit the Buyer to temporarily reserve said Unit in accordance with the terms set forth herein until the Purchase Agreement, and other documents which the Seller may reasonably require, are executed by the parties and the purchase money deposit is made; and the execution by the Seller of this Reservation and Deposit Agreement shall in no way waive or modify any of the terms and conditions as set forth in said Purchase Agreement, which is the formal contract for purchase and sale of the above-mentioned Condominium Unit.

10. This reservation is not transferable or assignable by Buyer without the express written consent of the Seller.

11. Seller agrees to indemnify and hold harmless Escrow Agent from any and all liabilities from Escrow Agent's acting as Escrow Agent pursuant to this Agreement, not caused by the active negligence of said Escrow Agent.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed this the ____ day of _____, 19__.

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OR BOOK

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PAGE

SELLER:

BUYER:

By: _____

Its: _____

Receipt of the Reservation Deposit is hereby acknowledged
this _____ day of _____, 19____, by _____
_____, telephone: _____

By: _____

Address: _____

TRA-VIGNER

A CONDOMINIUM

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 19____, by and between HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation, hereinafter called "SELLER" or "Developer", whose address is _____, and

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ S.S.# _____

Names(s) in which title will be taken: _____

_____, hereinafter called "PURCHASER".

I. ORAL REPRESENTATIONS

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

II. PAYMENTS FOR CONSTRUCTION PURPOSES

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

III. DEFINITIONS

A. ACT - Chapter 718.101, et seq, Florida Statutes, as amended, the Florida Condominium Act.

B. AGREEMENT - This instrument, evidencing the contractual arrangement between the Seller and Purchaser for the sale and purchase of the condominium unit; also herein called "Contract".

C. ASSOCIATION - The corporate entity which will be respon-

Exhibit "H"

sible for the operation of the condominium, 'TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit.

D. CLOSING - Conveyance of the unit as evidenced by delivery of the deed transferring title to the purchaser.

E. CLOSING DATE - The date on which the closing is to occur.

F. CONDOMINIUM - That form of ownership of real property which is comprised of units and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements. As used herein, the word "Condominium" refers to 'TPA VIGNE'.

G. DECLARATION - The instrument by which a condominium is created, as same may from time to time be amended.

H. DEFAULT - Failure on the part of a party to this Agreement to close.

I. EFFECTIVE DATE - The date when the last one of the Seller and Purchaser has signed this Agreement.

J. ESCROW AGENT - Terry A. Lurie, P.A., 20 Napa Boulevard, Naples, Florida 33999.

K. PURCHASER - All purchasers, jointly and severally, if there be more than one.

L. UNIT - A part of the condominium property which is subject to exclusive private ownership.

IV. DESCRIPTION OF PROPERTY

Unit ____, 'TRA-VIGNE', A Condominium, a proposed condominium (the "Condominium), according to the Declaration of Condominium therefor, together with all personalty contained therein and all appurtenances thereto as the same are contained and defined in the Declaration of Condominium which either will be or has been recorded in the Public Records of Collier County, Florida. This property is referred to in this Agreement as the "Unit".

V. PURCHASE OBLIGATION

Seller shall sell and Buyer shall purchase the above described unit, in accordance with the terms of this contract. Buyer acknowledges that no representation has been made by Seller or any of its agents of any income tax or economic benefit to be derived by virtue of the purchase or ownership of this Unit.

VI. PURCHASE PRICE AND METHOD OF PAYMENT

Purchaser agrees to pay the total purchase price to Seller as follows:

A. Base Price	\$ _____
B. Additional Options (as described on Exhibit "A" attached hereto)	\$ _____
C. Total Purchase Price of Unit	\$ _____
D. 1. Initial deposit by check made payable to Escrow Agent	\$ _____
2. Conversion of reservation deposit	\$ _____
E. Additional deposits due	
Date/Amount _____	
Date/Amount _____	
Date/Amount _____	
F. Total of Lines D through E	\$ _____
G. Balance due at closing (subject to adjustments and prorations provided for herein.)	\$ _____
TOTAL Purchase Price	\$ _____

VII. FUNDS

Deposits can be made in cash or by check. The balance payable at closing must be paid by U. S. cash, cashier's check drawn on a Collier County, Florida, bank or wire transfer of immediately available funds. If the Purchaser does not have an account with a Collier County, Florida, bank, Seller may require that Purchaser have the funds for closing wire transferred. See Paragraph XXVI herein for obligation of Purchaser should Purchaser delay the closing.

VIII. PURCHASE MONEY FINANCING

If Purchaser elects to obtain mortgage financing, Purchaser shall assume all responsibility and expense for obtaining such financing. Purchaser shall, in such event, make a prompt application for and a good faith effort to obtain a mortgage commitment in the sum of not less than \$_____ at an initial interest rate not to exceed _____ percent per year for an amortized term of not less than _____ years. If Purchaser fails to obtain this mortgage commitment, Purchaser may cancel this contract and obtain a full return of the Purchaser's deposit(s) by written notice to Seller of such failure and cancellation within four (4) weeks after the effective date hereof. If Seller has not received such notice within four (4) weeks after the effective date hereof, Purchaser's failure to obtain a mortgage commitment shall not excuse Purchaser's obligation to pay the purchase price.

IX. DEPOSITS HELD IN ESCROW

All deposits toward the Purchase Price paid by Buyer under this contract shall be delivered and held in escrow pursuant to F.S. Chapter 718 by Escrow Agent, who shall give purchaser a receipt for the deposit as soon as practicable, and the deposit shall be disbursed in accordance with this contract. The Escrow Agent is directed to and shall invest the escrowed funds in securities of the United States or any of its agencies or in savings or time deposits in institutions insured by an agency of the United States. Disbursement from escrow shall be as follows:

a. Funds constituting the first 10% of the purchase price held in escrow by the Escrow Agent and any accrued interest shall be disbursed to Seller at the closing of the transaction. If Escrow Agent has received written notice from Buyer of a dispute between Buyer and Seller, the Escrow Agent shall not release the escrowed funds to the Seller or Buyer until the dispute has been settled.

(1) Buyer shall earn interest on that portion of the deposit(s) paid hereunder representing ten percent (10%) of the

purchase price (including any amount in excess of ten percent (10%) of the purchase price which has not been used by the Developer) in the amount actually earned on such deposit by Escrow Agent investing such deposits in securities of the United States, or in federally insured savings or time deposits, less any fees, commissions, or other charges imposed for the investment of such funds. For the purpose of this paragraph, earnings due to Buyer on his deposit(s) shall commence as of the date that his deposit check is converted into good bankable funds and is, in the ordinary course of business, invested by Escrow Agent as aforesaid. It is further recognized that funds so invested may be commingled with other deposits of Buyers purchasing units in 'TRA-VIGNE' from Seller. The total amount of such funds may not at all times be fully invested. From the date that Buyer's funds become bankable funds and are actually invested, Buyer will receive the prorata share of the interest earned less any fees, commissions, or other charges imposed for the investment of such funds. Once, pursuant to the terms of this contract, a closing date has been established, all invested funds of Buyer held by the Escrow Agent shall be liquidated for payment to Seller at closing and Buyer's right to earn interest on his deposit made under this subparagraph and under subparagraph (ii) will terminate as of the liquidation date.

(ii) Seller shall pay Buyer interest on deposits paid in excess of ten percent (10%) of the purchase price which has been disbursed by the Escrow Agent to Developer at the same rate as the interest on the deposit up to ten percent (10%) of the purchase price earned by Escrow Agent as specified in paragraph (i).

b. Funds constituting payments by Buyer in excess of the first ten percent (10%) of the purchase price held in escrow by the Escrow Agent may be disbursed to Seller and used for construction purposes of Seller.

c. Notwithstanding the provisions of sub-paragraph a. above, all escrowed funds together with interest earned thereon (1) shall

be released by Escrow Agent to Seller if Buyer defaults in the performance of this contract, or (2) shall be released by Escrow Agent to Buyer within 43 days from the date Buyer properly terminates this contract pursuant to its terms or pursuant to F.S. Chapter 718 as the case may be.

d. Following the closing of the purchase contemplated by this contract, Seller shall, as soon as practicable, pay to Buyer the interest earned on his deposits as required by subparagraph c.(i) and c.(ii) above.

X. CONTINGENCY

This Agreement is contingent upon Seller, as Developer of the Condominium, having entered into binding non-rescindable agreements for the sale of at least 6 units in the Condominium by June 30, 1989, or within 10 days of the scheduled closing of this Agreement, whichever is later. If such condition has not occurred by such date, Seller may terminate this Agreement in which event the deposits made hereunder will be refunded to Purchaser and the rights and obligations of the parties will terminate.

XI. CONSTRUCTION

If, at the effective date hereof, the building containing the Unit has not been completed, Seller shall cause the same to be completed in substantial accordance with Seller's plans and specifications, subject to the availability of labor and materials, within two (2) years from the date hereof. If not completed by that time, or a later date subsequently agreed upon, Purchaser may rescind this Agreement whereupon all deposits will be returned to Purchaser. If construction is delayed for a period of time by events beyond Seller's control, which Florida law recognizes as grounds for failure of performance under a contract, the two (2) year period will be extended for an equivalent period of time.

XII. FRUSTRATION OF PURPOSE

If Seller cannot construct the Condominium due to acts of governmental authority or for reasons beyond the Seller's control, Seller may terminate this Agreement and refund to the Purchaser

his deposit(s) without interest thereon. Upon such refunding, all parties to this Agreement shall be fully discharged and relieved from the terms and obligations hereon. However, nothing contained in this Agreement shall terminate this Agreement if the Agreement instead should be extended in order to comply with the applicable federal, state and/or local law, regulations, and/or exemptions and/or guidelines.

XIII. CONSTRUCTION FINANCING

Purchaser agrees that any lender advancing construction funds for the development and improvement of the Condominium property may have a first mortgage on the Condominium until closing hereunder. This Agreement and the making of deposits hereunder do not give Purchaser any lien or claim against the Condominium property and Purchaser's rights will be subordinate to those of anyone holding a mortgage that secures any funds advanced for construction.

XIV. SELLER'S RIGHT TO MAKE CHANGES

A. Seller reserves the right to make architectural, structural or design modifications or changes in the Unit, Common Elements, or Condominium buildings within which the Unit is located, as well as the right to make reasonable changes in the Prospectus and the documents appearing as exhibits to it, as Seller deems necessary or desirable, and Purchaser agrees to close notwithstanding such modification and changes, so long as such modifications and changes do not have a material, adverse effect on the Purchaser's rights or the value of the Unit.

XV. PLANS, SPECIFICATIONS, CHANGES AND INSPECTION

Purchaser will have a reasonable opportunity to inspect the property before closing. Purchaser will list any defects in workmanship and materials which he notes. The contractor's work will be judged against construction standards in Collier County, Florida. Seller will correct any defects, which it acknowledges, at its own expense and in a reasonable time. Defects which are not corrected by the closing date will not entitle Purchaser to delay closing so long as they do not prevent Purchaser from

occupying the Unit. Purchaser agrees not to hold back any part because of defects or because of minor details involving the Unit or Common Elements which are not usually completed until after occupancy. In the event the Unit purchased herein has been constructed as of the date of this Agreement, then Purchaser acknowledges that he has inspected said Unit and approves and accepts the Unit as it now exists. Should the Purchaser at any time prior to or during the progress of construction require any alterations to or deviations from, additions to or omissions from said plans and specifications, which are acceptable to Seller, the Purchaser shall at the time of approval of the change order, pay to the Seller the cost of the agreed-to change. No change order shall be effective unless in writing and signed by the Purchaser and Seller. Any additional costs incurred through a change in governmental regulations shall be borne by the Purchaser at closing.

XVI. INSULATION DISCLOSURE

Insulation has been or will be installed in the Unit as follows:

A. Interior Walls:	Type:	Batten
	Thickness:	3 1/2"
	R-Value according to the manufacturer.	11
B. Exterior Walls:	Type:	Batten
	Thickness:	3 1/2"
	R-Value according to the manufacturer.	11
C. Party Walls:	Type:	Fiberglass
	Thickness:	9 1/2"
	R-Value according to the manufacturer.	30
D. Ceiling (second story)	Type:	Batten
	Thickness:	9 1/2"
	R-Value according to the manufacturer.	30

E. Ceiling (first story if not covered by second story)	Type: Thickness: R-Value according to the manufacturer	Batten 6 1/2" R30 not covered; R19 covered.
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XVII. WARRANTIES

No Buyer shall take possession of or make improvements to the Unit until all amounts due to Seller have been paid, and title to the property has been conveyed to Buyer. At the time of or prior to title being conveyed to Buyer, the Buyer shall inspect the Unit being conveyed and provide the Seller with a list of any items requiring correction. With the exception of items requiring correction upon the list provided by Buyer to Seller, upon conveyance of title to the Buyer, the Buyer shall be deemed to have accepted the Unit in its then condition. Seller warrants the Unit against hidden defects in materials and workmanship for a period of one (1) year from date of closing, which warranty shall not be affected by the above acceptance. Seller will provide Buyer with any warranties issued by the manufacturer of the appliances in the unit. SELLER EXTENDS TO BUYER THE WARRANTIES PROVIDED BY SECTION 718.203, FLORIDA STATUTES. SUCH WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, COMMON LAW OR OTHER WARRANTIES OR MERCHANTABILITY, HABITABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

XVIII. CLOSING

This Agreement shall be closed by the payment of the balance due of the total purchase price by Purchaser and delivery of the Warranty Deed by Seller. The closing shall be held in the offices of Terry A. Lurie, P.A., 20 Napa Boulevard, Naples, Florida 33999 on _____, 19____, or as soon thereafter as is permissible by law and the convenience of the Seller. However, it is understood and agreed by the parties hereto that the closing will not occur until the Seller has obtained a temporary or permanent Certificate of Occupancy for the Unit from the proper governmental agency. If Seller postpones the closing for good

cause, it must provide the Purchaser with at least five (5) days notice of the new closing date.

XIX. TITLE OF PURCHASER

At the closing Seller shall convey to Purchaser good title to the Unit, by general warranty deed, subject only to the following exceptions:

A. Liability for all current and future taxes and assessments on the Unit.

B. Any restrictions, covenants, conditions, limitations, reservations or easements now recorded on the Public Records, or hereafter created by Seller in connection with the development of the Condominium. The restrictions, covenants, conditions, easements, terms and other provisions imposed by the documents contained or referred to in the Prospectus to be recorded on the Public Records, including the Declaration of Condominium and any amendments and all exhibits thereto;

C. Zoning, building code, ordinances, regulations, rights or interests vested in the United States or the State of Florida.

D. Mineral rights reserved to prior grantors, if any;

E. Liens for special work done or special materials furnished at the request of Purchaser;

F. The general exceptions contained in the ALTA Owner's Title Insurance Policy issued in Collier County, Florida; and

G. Purchaser's mortgage, if any; and

H. Conditions, restrictions, covenants, limitations, assessments of record which are common to the subdivision in which the property lies.

Seller represents, as a condition of closing, that none of the foregoing will prevent use of the property for the purposes permitted in the Declaration of Condominium.

XX. MATTERS OF TITLE

If Seller cannot convey title in the condition required, Seller will have a reasonable time (at least ninety (90) days) to correct any defects in title, but Seller is not obligated to do

so. If Seller cannot or will not correct a title defect, Purchaser will have two (2) options:

A. Purchaser can accept the title in the condition it exists and pay the full purchase price waiving any claims against Seller because of the defects; or

B. Purchaser can cancel this Agreement, in full settlement, and receive a full refund on all deposits paid.

XXI. RECORDATION

It is anticipated that the Declaration of Condominium will be placed of record prior to the conveyance of the subject property, the parties hereto understand that causes beyond the control of the Seller may result in the filing of the Declaration after the conveyance. Accordingly, if such an event were to occur, the Purchaser agrees to join in the execution of the subject instrument or instruments substantially similar to those instruments set forth in the Prospectus to evidence the Purchaser's assent to the imposition of such restrictions and the submission of the property to the Condominium form of ownership. It is agreed that the provisions of this paragraph shall survive the closing and shall not merge with the deed at closing.

XXII. CLOSING PRORATIONS

The following items shall be prorated between Seller and Purchaser as of the date of closing, unless Seller, in Seller's sole discretion, elects to deliver possession to Purchaser prior to the closing, in which event the prorations shall be as of the date of delivery of possession:

A. Monthly expenses of maintenance and operation of the Condominium attributable to the Unit;

B. General real estate taxes, based on the purchase price herein if the Collier County Property Appraiser has not, at closing, determined the appraised value for the year of closing with due allowance made for maximum allowable discounts and homestead or other exemptions, if allowed for said year.

XXIII. SELLER'S CLOSING COSTS

The Purchaser shall pay to the Seller 1.0% of the purchase price as closing costs for which Seller will provide Purchaser:

- A. Documentary stamps to be affixed to the deed;
- B. The cost of the premium of the Owner's Title Insurance Policy; and
- C. The cost of recording any documents necessary for the creation of the estate called for in paragraph XVIII.
- D. Certificate of Approval from Condominium Association.

All costs in excess of the 1.0% paid by Purchaser for these items will be paid by Seller.

XXIV. PURCHASER'S CLOSING COSTS

Purchaser shall separately pay for all other closing costs, including the following items, at closing:

- A. All utility deposits required by any utility company for service to the Unit;
- B. All costs and fees payable in connection with any mortgage that Purchaser may obtain on the Unit, including bank charges, mortgagee title insurance policy, recording of the mortgage, documentary stamps on note and mortgage, and intangible tax.
- C. Purchaser's share of the quarterly maintenance expenses of the Condominium for the balance of the quarter remaining from and after the date of closing or possession, whichever first occurs;
- D. Prorated real estate taxes for the year of closing;
- E. Capital assessment of \$150.00 which shall be paid as initial capital to the Association.
- F. Any attorney's fees that Purchaser may incur in connection with the purchase.

XXV. BROKER

Purchaser warrants that Gargiullo-Boyd-Procacci and Associates, Inc. is the procuring real estate broker in this transaction and Purchaser covenants to defend and indemnify Seller against claims of any other broker arising because of Purchaser's acts.

XXVI. DEFAULT

As compensation for the damage which Seller may suffer if Purchaser defaults in the performance of any of the obligations to be performed by the Purchaser, Seller shall retain all sums paid hereunder as agreed and liquidated damages, and this Agreement shall be deemed null and void and of no further force and effect. Purchaser agrees that there is no better method of determining Seller's damage.

In the event Purchaser fails to close this transaction in the time established by Seller for reasons other than Seller's fault or delay, Purchaser shall, if Seller is still willing to close, be required to pay interest on the purchase price from the date the closing should have occurred until it does occur at the rate of interest which Seller is then paying on his construction loan for this project or, if said loan has been repaid, then at the rate of eighteen percent (18%) per annum. Nothing herein shall, however, require Seller to extend the closing beyond the time set forth above or prevent Seller from treating Purchaser as being in default if Purchaser fails to close within such time. If Purchaser has paid any money for "special items" (such as customized work or non-specified materials) in the Unit, Seller may retain that money if it has incurred the expense or obligated itself therefor.

In the event of default by Seller, Buyer shall have the right to cancel this contract and receive an immediate return of all deposit money paid to Seller, together with interest thereon; or affirm this contract and pursue any and all equitable or legal remedies, including an action for specific performance of the contract.

XXVII. RISK OF LOSS

Seller shall bear the risk of loss prior to closing unless possession of the Unit is delivered to Purchaser prior to the closing, and in the latter event, the risk of loss shall be borne by Purchaser as of the date of delivery of possession. Purchaser shall then also be responsible and liable for the charges and expenses applicable to the Unit, maintenance of the Unit, and

shall be deemed to have accepted the Unit and the personalty appurtenant thereto in its existing condition.

If the property is damaged by fire or other casualty before closing or delivery of possession, whichever first occurs, Seller will be responsible for the loss. If Seller decides to repair the damage, Seller will have a reasonable time to complete repairs. The work will be judged by the same standards used to evaluate new construction in Collier County, Florida. Purchaser will have no right to any reduction in the purchase price nor any claim against Seller by reason thereof and agrees to accept title on the scheduled closing date.

Seller reserves the right to decide not to repair the damage. If Seller makes this decision, this Agreement will be cancelled, in which case Seller will refund all of Purchaser's deposits. This will terminate any rights or responsibilities the parties have to each other.

XXVIII. OCCUPANCY AND DISBURSEMENT

Occupancy shall be delivered at closing. The granting of any limited right of possession or access by Seller to Purchaser prior to closing shall not constitute a waiver by Seller of any of Purchaser's obligations.

XXIX. GUARANTEE OF ASSESSMENTS

From the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, Seller guarantees to each Unit Owner that the assessments and fees for common expenses of TRA-VIGNE' and the TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., imposed upon each Unit Owner, shall not increase over a monthly fee of \$77.75, a quarterly fee of \$233.25, or an annual fee of \$933.00, through December 31, 1989, or until the date that the Developer relinquishes control or no longer controls TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., whichever occurs first. Seller has obligated itself and hereby obligates itself to pay any amount of common expenses, fees and assessments, incurred from the beginning date referenced above until December 31, 1991, or until the date the

Developer relinquishes control or no longer controls TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., whichever first occurs, not produced by the assessments and fees at the guaranteed level stated in the preceding sentence and receivable from the other Unit Owners. Seller is excused from the payment of its share of the common expenses, assessments and fees which would have been assessed against Units owned by the Seller until the date aforesaid. However, Seller hereby specifically reserves the right to extend the guarantee and guarantees each Unit Owner that the assessments and fees imposed upon each Unit Owner shall not increase over a monthly fee of \$89.41 during the calendar year through December 31, 1990; over a monthly fee of \$102.62 during the calendar year through December 31, 1991; or until the date that the Developer relinquishes control or no longer controls TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., whichever first occurs.

XXX. DESCRIPTION OF THE PLAN
OF PHASE DEVELOPMENT

TRA-VIGNE' is a phase condominium. The condominium consists of five phases containing up to twenty-four (24) buildings, with a maximum of eighteen (18) and a minimum of nine (9) condominium units per phase. The estimated date of completion of the condominium is June 30, 1996. The Developer, however, reserves the right to add to or not add additional phases in accordance with the Condominium documents. Purchaser is referred to said Condominium documents for a more complete description of the plan of the phase development.

XXXI. FULL DISCLOSURE DOCUMENTS

Seller has delivered, at the time of the execution of this Agreement, a floor plan of the Unit, plot plan, and a copy of the Condominium documents required by Section 718.503, Florida Statutes, to be so delivered, which include the following exhibits and are herein known as the Condominium documents:

- A. Prospectus or Offering Circular;
- B. Declaration of Condominium;
- C. Articles of Incorporation and By-Laws of the Condominium Association;

D. Estimated Operating Budget for the Condominium and
Schedule of Unit Owner's Expenses;

E. Common form of Purchase Agreement; and

F. Escrow Agreement.

XXXII. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS

Purchaser does hereby acknowledge, by the execution of this Agreement, receipt of all the documents indicated in Section XXX above.

XXXIII. CONDOMINIUM ASSOCIATION

This Agreement also constitutes Purchaser's application for membership in 'TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC. (the "Association"). Unless notified otherwise within thirty (30) days from the date of this Agreement, Purchaser may presume that his membership will take effect on closing of title. If Purchaser is rejected for membership within the thirty (30) day period, this Agreement will be cancelled and Seller will refund all of Purchaser's deposit(s) without interest. If the deposit(s) are refunded, neither party will have any further rights or obligations under this Agreement.

XXXIV. MISCELLANEOUS PROVISIONS

A. Officers of the Association - Purchaser acknowledges that he has been informed that the officers, directors, partners, employees, and/or agents of the corporations or partnerships contained within or comprising the Seller will be acting as the initial officers and directors of the Condominium Association, and of necessity, will be acting on behalf of said Condominium Association in dealings and transactions with Seller.

B. Seller's Use of the Condominium Property - As long as Seller owns a Condominium Unit in 'TRA-VIGNE', Seller and its agents shall have the right to keep an office and a model apartment in the Condominium. Seller may erect advertising signs and do whatever else is necessary and helpful for sales, but Seller's use of the Condominium property must be reasonable and cannot materially interfere with the use and enjoyment of the Unit.

C. Previous Occupancy - Seller agrees with Purchaser that the Unit has not and will not have been lived in previously or occupied prior to closing, unless Seller elects to permit Purchaser to take possession of the Unit prior to closing.

D. Equipment and Fixtures - The purchase price of the Unit includes the appliances and equipment listed in the plans and specifications which Seller has on file. Any other appliances, furnishings or decorations contained in any model apartments are for display purposes only.

E. Non-recording - Purchaser agrees not to record this Agreement in the Public Records of Collier County, Florida. The recording of this Agreement by Purchaser shall constitute a default by Purchaser under this Agreement.

F. Assignment - This Agreement is not assignable by Purchaser and any attempted assignment hereof shall be null and void and shall constitute default by the Purchaser under this Agreement unless consented to in writing by Seller. Seller is under no obligation to provide this consent.

G. Notices - In the event notice is to be given hereunder, it shall be sent by certified mail, return receipt requested, and mailed to the address as listed on the first page hereof. Such notice shall be effective upon mailing in the foregoing manner.

H. Binding Contract - This Agreement shall be binding against and inure to the benefit of the heirs, personal representatives, successors and assigns of Purchaser and Seller.

I. Time is of the Essence - Time is of the essence of this Agreement.

J. Entire Agreement - This Agreement contains the entire understanding between Purchaser and Seller, and Purchaser hereby warrants that he has not relied on any verbal representations, advertising, portrayals or promises, other than as contained herein or in the Condominium documents delivered to Purchaser, pursuant to Section 718.503 and Section 718.504, Florida Statutes. This Agreement may not be modified, amended or rescinded except by a written agreement signed by both Purchaser and Seller or as indicated in Section IV hereof.

K. Governing Law - This Agreement and all documents executed pursuant to it shall be construed in accordance with the laws of the State of Florida. Any disputes that develop under this Agreement will be settled according to Florida law. If any part of this Agreement violates a provision of Florida law, the law will control. In this case, however, the remainder of the Agreement (not in violation) will remain in force.

L. Attorneys' Fees: Costs - In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

M. Further Assurances - Purchaser hereby agrees to execute, acknowledge (if necessary) and deliver such other documents or instruments which the Seller may reasonably require from time to time to carry out the intents and purposes of this Agreement.

N. Gender and Number - Whenever the context so requires, references herein to the masculine gender shall also include the feminine and/or neuter gender, and the singular number shall include the plural.

O. Captions - The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision hereof.

P. Counterparts - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XXXV. PURCHASER'S RIGHT TO CANCEL

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH

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MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT THE CLOSING.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESS:

PURCHASER:

SELLER:

HALLMARK INVESTMENT
ASSOCIATES, INC.,
a Florida corporation

By: _____

Its: _____

PURCHASE DEPOSIT ESCROW AGREEMENT

This Purchase Deposit Escrow Agreement is made and executed this _____ day of _____, 19____, by and between **BALLMARK INVESTMENT ASSOCIATES, INC.**, whose address is 2335 J. & C. Boulevard, Naples, Florida 33942, hereinafter called "Developer" and **TERRY A. LURIE, P.A.**, whose address is 20 Napa Boulevard, Naples, Florida 33959, hereinafter called "Escrow Agent."

W I T N E S S E T H :

WHEREAS, Developer intends to construct a condominium to be known as 'TRA-VIGNE', a condominium, hereinafter called the "Condominium", on property owned by the Developer, located in Collier County, Florida, and legally described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, in connection with said construction, Developer has undertaken a program of offering to members of the general public the right to reserve the right to purchase a unit in said condominium to be created; and

WHEREAS, prior to the date hereof, Escrow Agent has acted as the Escrow Agent in connection with said reservation program; and

WHEREAS, Developer now desires to enter into Purchase Agreements for units in the Condominium with those individuals who have heretofore preserved units and with new Prospective Purchasers; and

WHEREAS, Developer desires to make arrangements to place into escrow all of the deposits up to ten percent (10%) of the purchase agreement price of each Purchase Agreement and to place into separate escrow all of the deposits in excess of ten percent (10%) of the purchase price of each Purchase Agreement ("Purchase deposits"), in accordance with the provisions of §718.202(1),(2),(3), Florida Statutes, which deposits may be made either as new check deposits or by the conversion of reservation deposits heretofore made into Purchase Agreement deposits;

NOW, THEREFORE, for and in consideration of the premises, Developer and Escrow Agent hereby agree as follows:

1. From time-to-time Developer will cause there to be delivered to Escrow Agent as Purchase Agreement deposits, checks payable to Escrow Agent or instructions to convert reservation deposits heretofore held in escrow by Escrow Agent into Purchase Agreement deposits, together with executed copies of the Purchase Agreements applicable thereto, and a Notice of Escrow Deposit in the form attached hereto. Upon delivery by Developer to Escrow Agent of such items, Escrow Agent will acknowledge receipt of the deposit by executing and delivering to the proposed buyer a copy of the Notice of Escrow Deposit. Thereafter, Escrow Agent will hold such deposits in separate accounts or in common escrow or trust accounts handled by or received by Escrow Agent, which accounts shall be interest bearing, provided that the funds shall, at all reasonable times, be available for withdrawal in full by Escrow Agent. Escrow Agent shall hold such funds in escrow pursuant to the terms of this Escrow Agreement and Chapter 718, Florida Statutes.

2. Escrow Agent will disburse each deposit held by it and any interest earned thereon as follows:

A. To the Buyer, after receipt of the Developer's written certification that the Buyer has properly terminated his Purchase Agreement.

B. To the Developer, after receipt of the Developer's written certification that the Buyer's Purchase Agreement has been terminated by reason of Buyer's failure to cure a default in performance of Buyer's obligations thereunder.

Exhibit "I"

C. If the deposit of a Buyer, together with any interest earned thereon, has not been previously disbursed in accordance with the provisions of subparagraphs A and B above, the same shall be disbursed to Developer upon receipt from Developer of a closing statement or other verification signed by the Buyer, his attorney or authorized agent, reflecting that the transaction for the sale and purchase of the subject unit has been closed and consummated; provided, however, that no disbursement shall be made if, prior to the disbursement, the Escrow Agent received from such Buyer written notice of a dispute between the Buyer and the Developer. If such notice is received, Escrow Agent shall not disburse said deposit until the dispute has been settled.

D. The Escrow Agent shall at any time make distribution of the Buyer's deposit and interest earned thereon upon written direction duly executed by Developer and Buyer.

3. The Escrow Agent will grant to the Buyer an immediate, unqualified refund of the reservation deposit monies upon written request either directly to Escrow Agent or to Developer.

4. The Escrow Agent may invest the deposits received hereunder in accordance with the Florida Statutes.

5. The Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and, may assume that any person purporting to give any writing, notice, advice or instruction, in connection with the provisions hereof, has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposits and to disbursement of same, in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a Buyer, in accordance with the provisions hereof, the escrow shall terminate as regards said Buyer's deposit, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

6. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action against it, together with any reasonable attorneys' fees incurred therewith in connection with Escrow Agent's undertaking, pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the Escrow Agent.

7. In the event of disagreement about the interpretation of this Escrow Agreement or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

8. The Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the Developer. In the

event of such resignation, the Developer may appoint a successor Escrow Agent without notice to or approval by Buyer. If a successor Escrow Agent is not appointed within thirty (30) days after notice of resignation, the Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent and the Escrow Agent herein shall be fully relieved of all liability under this Escrow Agreement to any and all parties, upon the transfer of and due accounting for the escrow deposits to the successor Escrow Agent either designated by the Developer or appointed by the Court.

9. Developer shall reimburse Escrow Agent for any actual out-of-pocket expenses incurred by Escrow Agent in the performance of its duties hereunder.

10. This Escrow Agreement shall be construed and enforced according to the laws of the State of Florida.

11. This Escrow Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

Witnesses:

TERRY A. LORIE, P.A.

By: _____
Its President

WALLMARK INVESTMENT
ASSOCIATES, INC.,
a Florida corporation

By: _____
Its President

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: 'TRA-VYGNÉ', A Condominium

Address of Condominium: 237 Via Perignon
Naples, Florida 33961

Place a check in the column by each document received or, for the plans and specifications, made available for inspection.

If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	
Management and Maintenance Contracts for More Than One Year	
Renewable Management Contracts	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	
Form of Unit Lease if a Leasehold	
Declaration of Servitude	
Sales Brochures	
Phase Development	
Description (See 718.503(2)(k) and 504(14))	
Lease of Recreational and Other Facilities to be Used by unit owners with other condos (See 718.503(2)(h))	
Description of Management for Single Management of Multiple Condominiums (See 718.503(2)(k))	
Conversion Inspection Report	
Conversion Termite Inspection Report	
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Plans and Specifications	MADE AVAILABLE

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15

Exhibit "J"

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DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED.
BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT
CLOSING.

Executed this _____ day of _____, 19_____.

Purchaser (or Lessee)

Purchaser (or Lessee)

QUINDEK AND COMPANY, INC.

DECLARATION OF CONDOMINIUM

Fidelity Bank, N.A., the record holder of the Mortgage and of pertinent documents executed to Michael J. Procacci and Joseph G. Procacci as recorded in Official Records Book 1380, Page 127, and assigned to Fidelity Bank, N.A., by instrument recorded in Official Records Book 1350, Page 143, all of the Public Records of Collier County, Florida, which Mortgage encumbers the land described in the Declaration of Condominium for 'TRA-VIGNE', A Condominium, to which this instrument is attached, hereby joins in and consents to the said Declaration for the purpose of spreading its lien over the units and common elements thereof. Provided nothing herein shall alter or diminish the priority of its mortgage lien and notwithstanding any provisions contained in said Declaration of Condominium to the contrary, nothing contained herein shall be deemed to constitute the consent of the undersigned to subordinate the lien of its mortgage hereunder to any lien of the Tra-Vigne' Condominium Association, Inc., as provided for in said Declaration of Condominium.

Executed this 28th day of April, 1989.

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Signed, Sealed and Delivered

FIDELITY BANK, N.A.

Patricia M. Meyer
William J. Bede
Carol H. Battista

BY: [Signature]
 ITS: Vice President
 ATTESTED BY: [Signature]
 BY: Secretary
 ITS: [Signature]

(Corporate Seal)

STATE OF Pennsylvania
 COUNTY OF Philadelphia

Before me personally appeared Deen Guck and Stephen B. Mygatt, to me well known to be the individuals described herein, and who executed the foregoing instrument as Vice President and Secretary of the above-named FIDELITY BANK, N.A., they acknowledged to me and before me that they executed such instrument in such capacities; that the seal affixed to the foregoing instrument is the Corporate Seal and that it was affixed to the foregoing instrument by due and regular corporate authority on behalf of said FIDELITY BANK, N.A.; and that said instrument is the free act and deed of said FIDELITY BANK, N.A.

WITNESS my hand and seal this 28th day of April, 1989.

Brenda H. Westray
 Notary Public

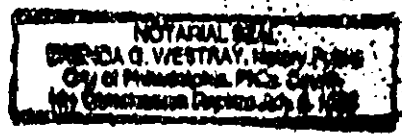
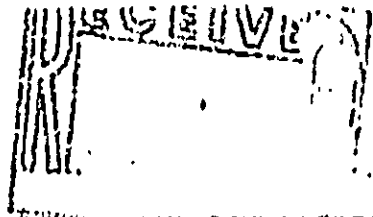


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DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VINEYARDS

THIS DECLARATION made as of the 9th day of July, 1987, by THE VINEYARDS DEVELOPMENT CORPORATION, 700 Oaks Boulevard South, Naples, Florida 33999, JOSEPH A. PROCCACCI, and MICHAEL J. PROCCACCI, hereinafter called "DECLARANT".

R E C I T A L S :

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

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

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

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

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

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W I T N E S S E S :

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

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ARTICLE I

DEFINITIONS

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

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

Section 1.03. "THE VINEYARDS" shall mean and refer to those certain lands located in Collier County, Florida, and owned by DECLARANT, within the general boundaries of Vanderbilt Beach Road on the north, Airport Road on the west, Pine Ridge Road on the south, and Golden Gate Estates on the east and such other lands as may, from time to time be added to or subtracted from said lands pursuant to Article II.

Section 1.04. "THE VINEYARDS UNIT I" shall mean and refer to those certain lands, located in THE VINEYARDS, containing approximately 559.04 acres within the boundaries of the plat or subdivision recorded in the Public Records of Collier County, Florida, at Plat Book 14, Pages 17 through 24, inclusive, as more fully described in Exhibit "A".

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

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

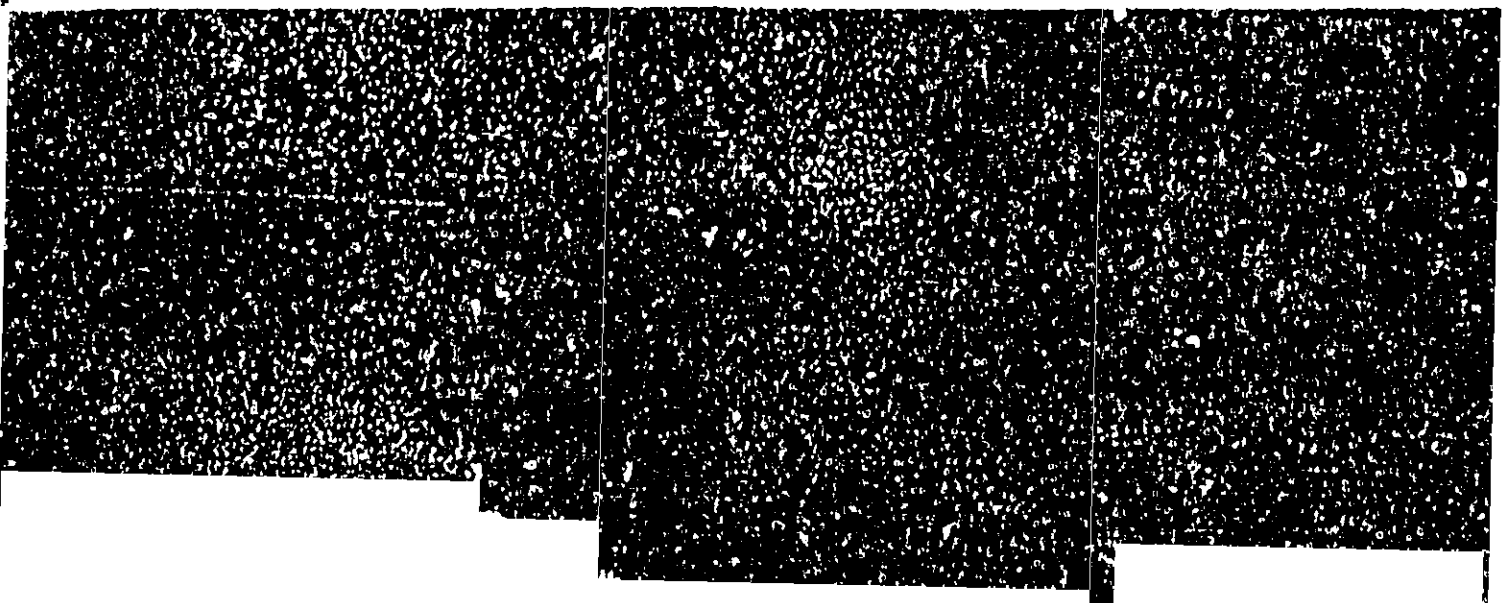
Section 1.07. "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.08. "ASSOCIATION" shall mean and refer to THE VINEYARDS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 1.09. "DECLARANT" shall mean and refer to THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, whose address is 808 Oaka Boulevard South, Naples, Florida 33999, MICHAEL J. PROCACCI, and JOSEPH G. PROCACCI, jointly and severally, together with their successors and assigns of any or all of their respective rights under this Declaration.

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Section 1.10. "Declaration" shall mean and refer to this document entitled DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS as the same may be amended from time to time.

Section 1.11. "Development Order" shall mean and refer to that certain Ordinance adopted by Collier County on May 7, 1965 governing the development of the Subject Property, and any amendment thereto.

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

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

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

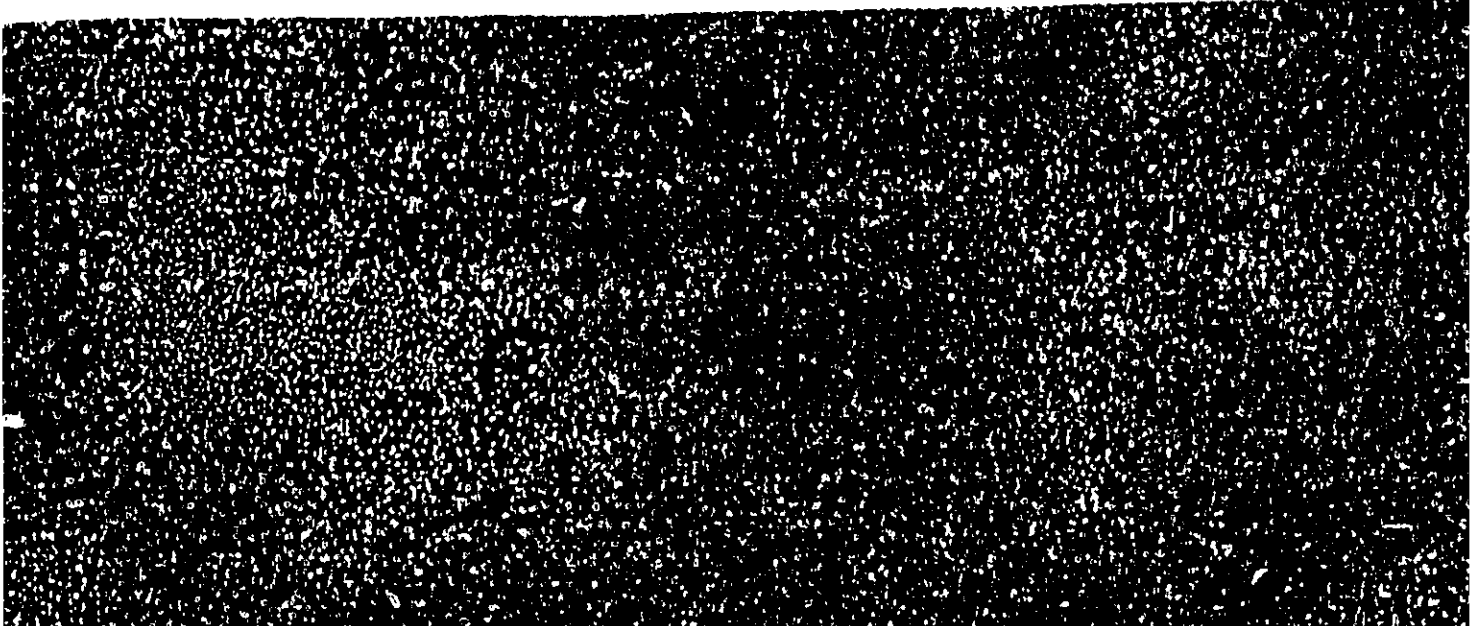
Section 1.15. "Master Development Plan" shall mean and refer to the DECLARANT'S plan of THE VINEYARDS as may be amended from time to time by DECLARANT showing the land uses and residential units assigned by DECLARANT to the various portions of Subject Property.

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Section 1.16. "Members" shall mean and refer to those persons who are entitled to membership in the ASSOCIATION. The two classes of membership are:

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

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

Section 1.17. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development.

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Section 1.18. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successor and assigns, for any particular Neighborhood.

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Section 1.19. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased, or the use of which has been granted to the Residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its Members.

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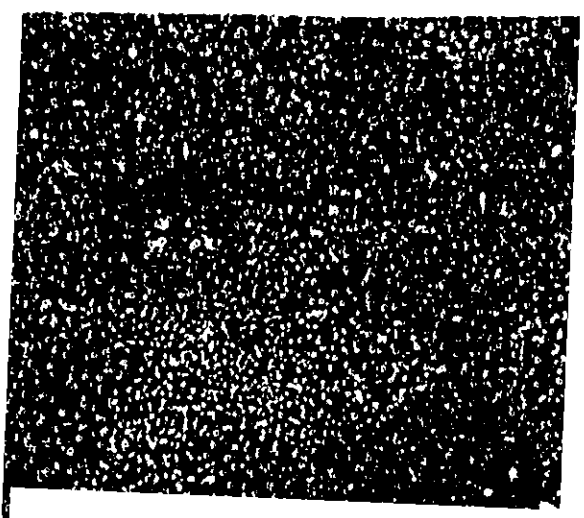
Section 1.20. "Neighborhood Covenant" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific Neighborhoods, but not to all Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.

Section 1.21. "OWNER" shall mean and refer to a record OWNER of fee simple title to any Plot located within Subject Property, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

Section 1.22. "Person" shall mean and include individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

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Section 1.23. "Plot" shall mean and refer to a platted lot, a platted parcel, a tract of land which has been fractionalized pursuant to the PUD, a condominium unit together with the undivided share of the common elements which are



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

Section 1.24. "Property Unit" shall mean and refer to:

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

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

Section 1.25. "PUD" shall mean and refer to Collier County Ordinance No. 05-15, establishing the Planned Unit Development for THE VINEYARDS, adopted by the Board of County Commissioners of Collier County, Florida, on May 7, 1985, amended by Ordinance 86-63, and as the same may be additionally amended from time to time.

Section 1.26. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.27. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.28. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within THE VINEYARDS that is dedicated to or owned by the ASSOCIATION or a Neighborhood Association, or any section of a public right-of-way for which the ASSOCIATION may have maintenance responsibility, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

Section 1.29. "Subject Property" shall mean and refer to all real property which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article III hereof.

Section 1.30. "Unimproved Plot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.31. "Unit" shall mean and refer to:

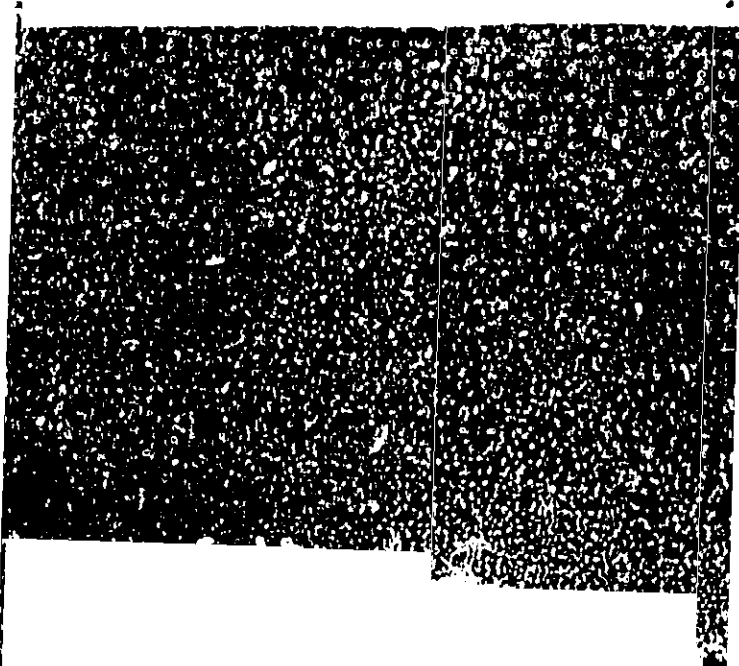
(a) An improved Plot for a single family dwelling; or

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(b) A portion of a building designated for separate ownership having delineated boundaries and being located on an improved plot; or

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

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

ARTICLE II

DECLARANT'S RIGHTS AND POWERS

Section 2.01. Additions to Subject Property.

A. DECLARANT shall have the right and the power in its sole discretion, but neither the duty nor the obligation, to add any lands within the boundaries of THE VINEYARDS to Subject Property by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE ASSOCIATION, THE NUMBER OF PROPERTY UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE ASSOCIATION.

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

- i. modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
- ii. creates new provisions applicable only to such additional lands; or
- iii. omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- iv. does any, all, or none of the above.

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

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Section 2.02. Property Additions to THE VINEYARDS.

Any lands not within the current general boundaries of THE VINEYARDS may be added to THE VINEYARDS by DECLARANT only upon the consent of a majority vote of the Members of the ASSOCIATION other than DECLARANT. Provided, however, this paragraph shall not prevent the ASSOCIATION from acquiring, by purchase, gift, dedication, lease, license or other use right, any lands outside the boundaries of THE VINEYARDS in accordance with Section 2.05 or Article III.

Section 2.03. Additions of Land.

Any addition of land shall be made by recording an instrument which adds such lands to THE VINEYARDS. The same shall not create nor shall it impose any duty or obligation on the DECLARANT to subject such additional lands to any covenants, condition, restriction or other provision of this Declaration, but in the event the DECLARANT so elects, it may subject such additional land to the provision of this Declaration in accordance with the provision of Section 2.01 or to the provision of any other recorded instrument.

Section 2.04. Common Area.

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

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

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

D. So long as there is a Class B Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the Member's Plots and to foster the attractiveness and functional utility of THE VINEYARDS as a place to live, work and play, and which will maintain harmonious relationship among structures, vegetation and topography.

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

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Area. So long as there is a Class B Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

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

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

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DECLARANT to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

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

Section 2.05. Neighborhood Associations.

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

Section 2.06. Enforcement and Inaction.

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

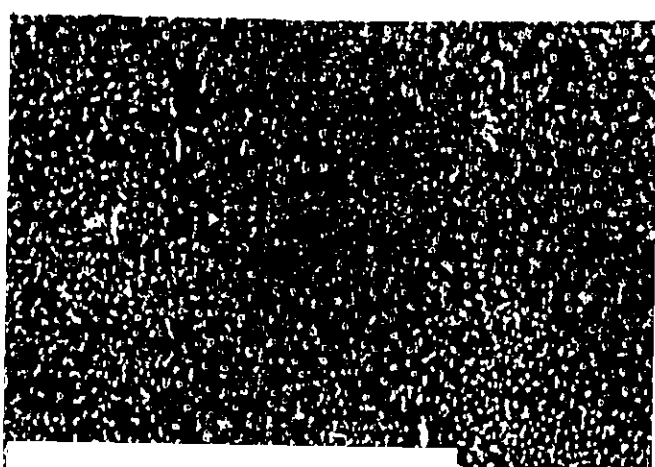
B. So long as DECLARANT owns land in THE VINEYARDS for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate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

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

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

Section 2.07. Transfer of DECLARANT'S Rights.

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

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

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

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

ARTICLE III

ASSOCIATION'S RIGHTS AND POWERS

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

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

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

B. All Streets, bikepaths, and crossovers within any portion of THE VINEYARDS which are dedicated to the ASSOCIATION

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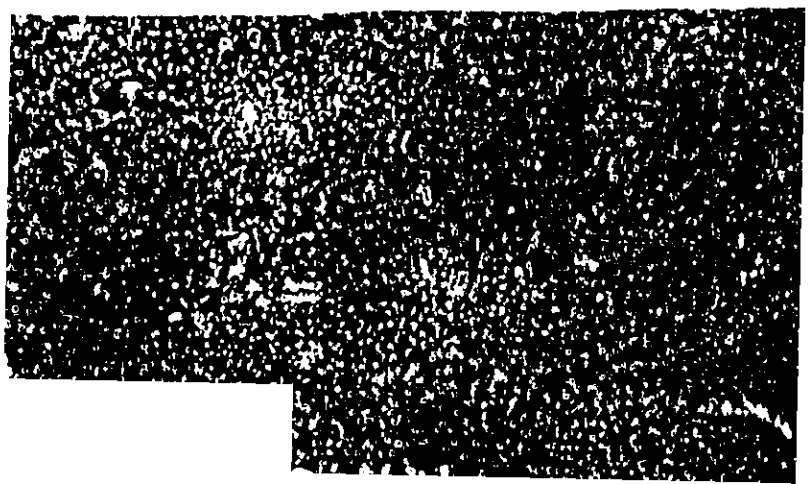
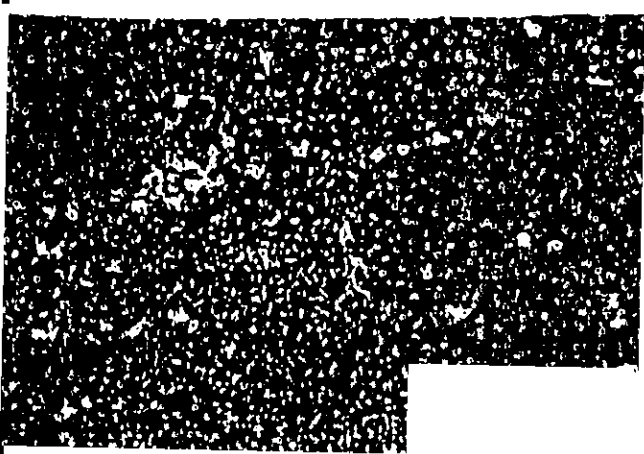
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and any streetlights, traffic signs and signals, and informational signs on or over such streets, bikepaths and crossovers.

C. The surface water and stormwater management systems.

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

Section 3.02. Management of the ASSOCIATION Property and Common Areas.

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

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

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

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

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

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

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

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

H. Except as provided in Article IX regarding optional maintenance of individual property, corrective maintenance of Plots, and corrective maintenance of Neighborhood Common Areas,

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

Section 3.03. Traffic Regulation.

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

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

Section 3.04. Insurance.

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Members.

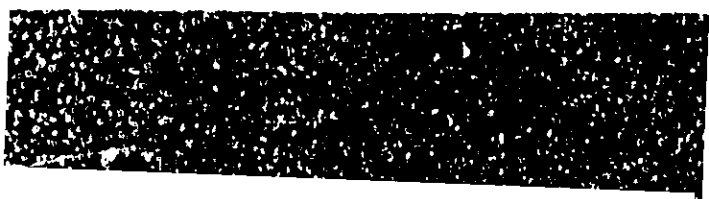
A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a plot which is subject to Assessment by the ASSOCIATION. Persons other than an OWNER may become Members of the ASSOCIATION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

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

Section 4.02. Classes of Voting Rights.

The ASSOCIATION shall have two classes of voting membership:

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

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

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

(b) on December 31, 2020, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 4.03. Determination of Voting Rights.

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

- R-1 - 6 Dwelling Units per Acre
- R-2 - 11 Dwelling Units per Acre

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

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B. Commercial. The square footage of Commercial Improve-
ments which may be constructed within THE VIRIDIANOS is
governed by the PUD and the Development Order. Improved
Commercial Plots shall be entitled to one Property Unit for each
3,000 square feet, or fraction thereof, of floor area, measured to
the exterior face of walls, including access halls and facilities,
and excluding areas for vehicular storage and major on-site
services such as mechanical service equipment. Unimproved
Commercial Plots not owned by DECLARANT shall be entitled to
one Property Unit for each 3,000 square feet of floor area, or
fraction thereof, which has been assigned to the Plots by
DECLARANT. DECLARANT shall assign the square feet of
floor area which may be constructed on a Commercial Plot prior to
the sale of such Plot to a third party. Unimproved Commercial
Plots owned by DECLARANT shall be entitled to one Property
Unit for each 3,000 square feet, or fraction thereof, of proposed
floor area, according to the following table:

CIC -	<u>7,000</u>	Square Feet per Acre
CR -	<u>5,000</u>	Square Feet per Acre

C. Institutional Plots are exempted from assessment pursuant
to Section 7.07 and are not entitled to vote nor will voting
rights be assigned to Institutional Plots.

D. The designations "R-1, R-2" and "CIC, CR", refer to those
land uses permitted in the PUD.

Section 4.04. Voting Rights.

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

Section 4.05. Multiple Owners of a Plot.

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

Section 4.06. Voting Control.

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

increase of Commercial Plots within Subject Property at that time, it is important for all OWNERS to understand that the subjecting of additional lands to the jurisdiction of the ASSOCIATION will make the OWNERS of real property within such additional lands Members of the ASSOCIATION, which will increase the total number of votes, and will have the effect of enabling the DECLARANT to retain voting control for a longer period.

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Section 4.07. Transfer of Control of the ASSOCIATION.

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

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

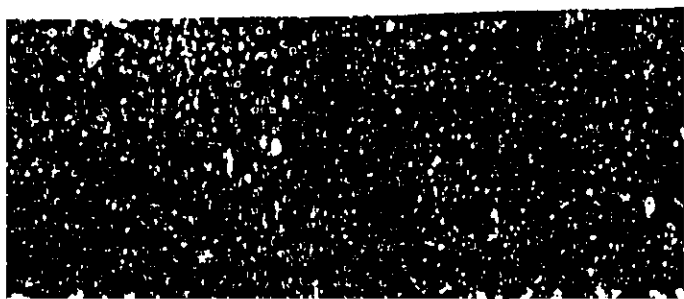
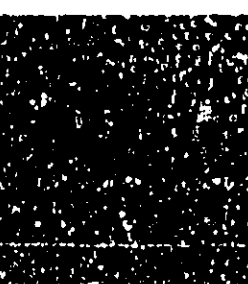
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C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the ASSOCIATION may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in assessments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

Section 4.08. Subdivision of Plots.

A. An OWNER of a plot with more than one dwelling unit or more than 3,000 square feet of Commercial floor area assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units or floor area originally assigned to the Plot. In no event

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shall such conveyance increase the total dwelling units, floor area, or Property Units assigned to the Plots after conveyance over that originally assigned to the Plot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (seller) shall notify the ASSOCIATION of the number of Property Units assigned to each Plot. In the event that an OWNER fails or refuses to make any necessary reassignment, then the ASSOCIATION may make such reassignment and notify the OWNERS of each Plot involved in the conveyance.

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B. Any assignment of dwelling units or floor area shall be done in compliance with Section 12 of the PUD.

Section 4.09. Voting Through Neighborhood Association.

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

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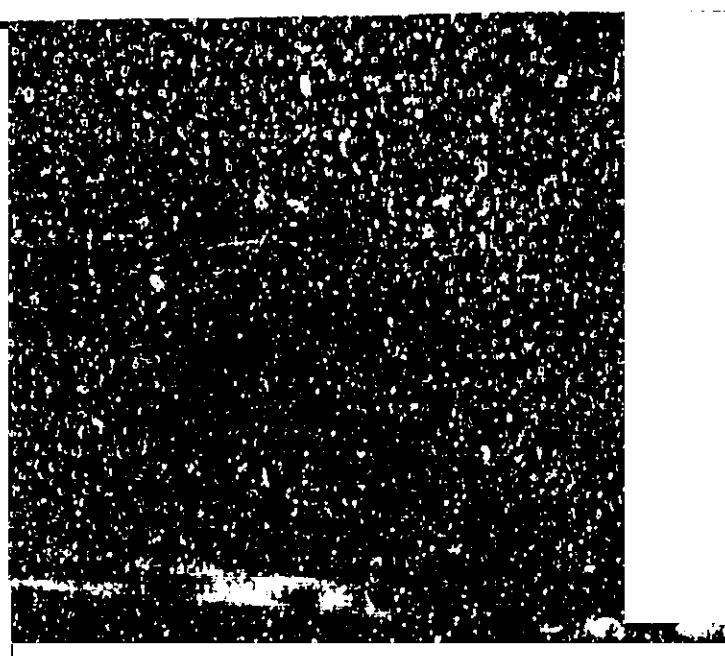
ARTICLE V

MEMBERS' RIGHTS AND PRIVILEGES

Section 5.01. Members' Rights and Privileges.

Every Member shall have a right of enjoyment and use in and an easement to ASSOCIATION Common Areas, which right and

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easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article II, the rights of the ASSOCIATION under Article III, and the right to limit specific Common Areas to the use of certain Members under Section 5.01.

Section 5.02. Delegation of Right.

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

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

ARTICLE VI

PROPERTY RIGHTS

Section 6.01. Dedication of Common Areas.

Subject to the easements established in this Article and the provision of Section 2.04, the ASSOCIATION'S Common Areas designated in this Declaration, dedicated to the ASSOCIATION in any recorded subdivision plat or conveyed to the ASSOCIATION by DECLARANT for use as Common Areas, are not dedicated for use by the general public but are reserved for the common use and enjoyment of all or a portion of the Members of the ASSOCIATION, as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.

Section 6.02. Easements.

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

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

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

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

Section 6.03. Restriction on Owner Easements.

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

ARTICLE VII

ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation.

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

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

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

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

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

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E. The lien of Assessments shall be considered a restriction and servitude running with the land.

Section 7.02. Initial Reserve Assessment.

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

B. The Initial Reserve Assessment for multifamily Residential Plots shall be paid at the time the Plot is sold by the Person who constructed the multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The ASSOCIATION shall have a lien on multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initial Reserve Assessments which will be payable for such Plot. The ASSOCIATION may record a Claim of Lien against such Plot as described in Section 7.08, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(B). The ASSOCIATION shall issue partial releases of liens if the Plot is subdivided and sold as multifamily Plots or when multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

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

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

Section 7.03. Annual Assessment.

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

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

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

Section 7.06. Commencement of Annual Assessments.

A. Except as provided in Section 7.06 below, Annual Assessments levied under Sections 7.03 shall commence on the first day of the month following:

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

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

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

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

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

Section 7.05. Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the ASSOCIATION may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the ASSOCIATION'S property or Common Areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the ASSOCIATION, or charges arising pursuant to Sections 8.02B and C, 9.04, 9.05 or 9.06 herein. Such Assessments shall be levied, approved and commence in accordance with the Bylaws.

Section 7.05. Declarant Assessment.

A. Until such time as the Class B membership shall expire, the DECLARANT shall be exempt from the payment of any Assessments levied under Section 7.03 and 7.05. In lieu of such Assessments, the DECLARANT shall pay an Assessment for all

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

B. Upon and after the expiration of the Class B membership, the DECLARANT shall pay, so determined by the DECLARANT, either the budget deficit, if any, or 25% of the assessments levied under Sections 7.03 and 7.05, on any Unimproved Plot it owns and on any Improved Plot it owns that has not been occupied.

Section 7.07. Exempt and Partially Exempt Property.

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

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

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

Section 7.08. Lien.

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

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

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C. No. OWNER shall be relieved of the liability for payment of Assessments because of nonuse or abandonment of a Plot.

D. No OWNER may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 7.09. Priority and Extinguishment of the Lien.

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

B. In the event the lien herein created is extinguished by the sale or transfer of a Plot pursuant to a foreclosure of a first mortgage, such delinquent Assessments which were extinguished may be reallocated and assessed to all of the Plots in the Subject Property. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments accruing thereafter.

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

Section 7.10. Collection by Neighborhood Associations.

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

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

ARTICLE VIII
RESTRICTIONS

Section 6.01. Use Restrictions.

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

Section 6.02. Approval of Plans and Specifications.

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

B. No Improvement shall be constructed, altered, planted, removed or maintained, including Improvements undertaken by the ASSOCIATION or a Neighborhood Association, without the prior written approval of the DECLARANT regarding (1) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall ASSOCIATION design; (2) the character of the exterior materials; and (3) the quality of the exterior workmanship. The DECLARANT may, but is not required to, promulgate Design Review Guidelines from time to time and require that the construction of the Improvements be done in accordance therewith.

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

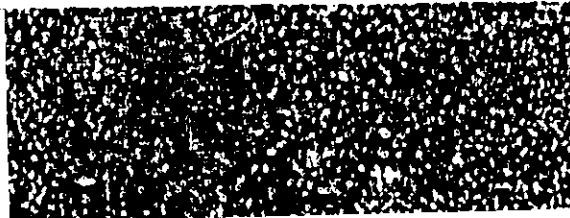
- 1. Initial plans to include a site analysis, schematic landscape plan, floor plans and exterior elevations;

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ii. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.

B. After receipt of each required submittal, the DECLARANT shall in writing approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted to it.

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

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

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

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

Section 8.03. Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with THE VINEYARDS, Subject Property or the particular Neighborhood. Any future exterior color changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.04. Materials.

No exterior materials shall be used in the construction of any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with THE VINEYARDS, Subject Property or the Neighborhood. Any future changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.05. Factory-Built Structures.

No structure of any kind that is commonly known as "factorybuilt," "modular," or "mobile home" type of construction shall be erected without the prior written permission of the DECLARANT.

Section 8.06. Landscaping.

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

Section 8.07. Driveways and Parking Areas.

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

Section 8.08. Underground Utility Lines.

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

Section 8.09. Antennas and Flagpoles.

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

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Section 8.10. Temporary and Accessory Structures.

No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved in writing by the DECLARANT. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the DECLARANT. Adequate landscaping shall be installed and maintained by the OWNER around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent Street or properties. No accessory structure shall be permitted except with the prior written approval of the DECLARANT.

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Section 8.11. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be approved by the DECLARANT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Plot. All outside spigots shall be connected to potable water only.

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Section 8.12. Air Conditioning and Heating Equipment.

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

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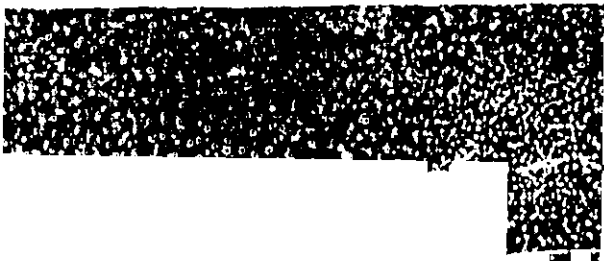
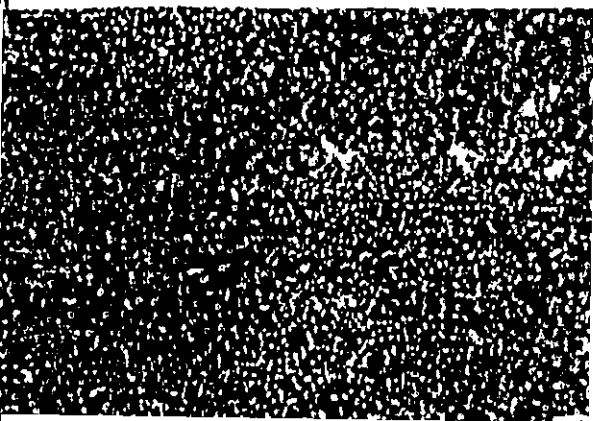
Section 8.13. Solar Collectors.

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

Section 8.14. Signs.

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

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Section 8.15. Walls, Fences and Shutters.

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

Section 8.16. Lighting.

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

Section 8.17. Clothes Drying Area.

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

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

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

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

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

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

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

E. Paragraphs A through D shall not be deemed to prohibit any temporary facility permitted pursuant to Section 8.10.

Section 8.19. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the OWNER'S Plot and shall not be permitted to roam freely.

B. Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Plot upon the written approval of the DECLARANT. The DECLARANT, with regard to Commercial Plots, and the ASSOCIATION, with regard to noncommercial Plots, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

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

Section 8.20. Maintenance of Premises.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

Section 8.21. Water Management and Drainage Areas.

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

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

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

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

Section 8.22. Nuisances.

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

Section 8.23. DECLARANT'S and the ASSOCIATION'S Exculpation.

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

Section 8.24. Subdivision and Regulation of Land.

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

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

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not be construed as constituting a subdivision of any Plot, provided that the number of Residential Units in the condominium is not greater than the number of Residential Units assigned to the Plot.

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

Section 8.25. OWNER and Member Compliance.

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

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

ARTICLE IX

PROPERTY MAINTENANCE

Section 9.01. Purpose and Authority.

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

Section 9.02. Maintenance Requirement.

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

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

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

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the ASSOCIATION fails to do so. The provisions of Section 2.06 shall apply to this paragraph.

Section 5.03. Guidelines.

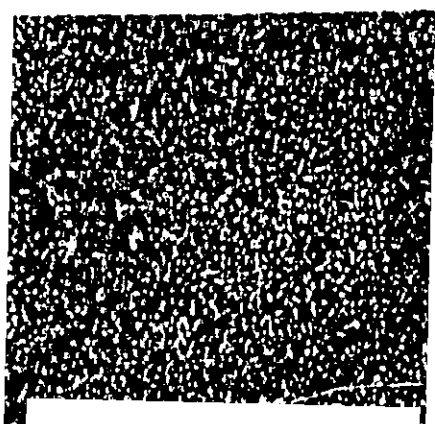
A. The ASSOCIATION may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principals and broad standards used as criteria in determining the achievement of the required objectives.

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

Section 5.04. Optional Maintenance of Individual Property.

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

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Section 9.05. Corrective Maintenance of a Plot.

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

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Section 9.06. Corrective Maintenance of a Neighborhood Common Area.

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

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Section 9.07. Added Assessments.

Any such added Assessment under Sections 9.04, 9.05 or 9.06 above shall not be subject to the limitation of the Assessments as set forth in Sections 7.03 and 7.05.

Section 9.08. Entry Rights.

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



The ASSOCIATION or Neighborhood Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on Subject Property unless such entry is necessary to perform corrective maintenance pursuant to Sections 9.05 or 9.06.

ARTICLE X

MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 10.01. Scope.

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

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

Section 10.02. Service Agreement.

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

Section 10.03. Gains of Management Services.

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

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service as the agent of the Neighborhood Association being served and in accordance with the Governing Documents, programs, budgets and other policies of the Neighborhood Association.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Public Facilities.

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

B. Each OWNER shall install, subject to the written approval of DECLARANT and the ASSOCIATION, if applicable, all sewer connections so that direct connections can be made to the nearest Street, alley, main or collection lines and the plan for such sewer connection shall be submitted to DECLARANT and the ASSOCIATION, if applicable, for approval prior to commencement of said construction. No OWNER shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT and the ASSOCIATION; and if permission is granted, the OWNER may be required to connect to central potable or irrigation water system when available and thereafter to discontinue any private well or system. The ASSOCIATION and/or the DECLARANT, whichever is applicable, in its sole judgment, shall determine when an OWNER must connect to central potable or irrigation water systems and disconnect any private system.

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2. The golf course and other such uses may be exempted from the requirements of this section by the DECLARANT, but only in accordance with applicable governmental regulations.

Section 11.02. Declaration and General Protective Covenants Run With the Land.

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

1. the date this Declaration is recorded; or

ii. the date of the last addition of land to THE VINEYARDS or to Subject Property in accordance with the provisions of Article III, whichever is later, but not more than thirty-five (35) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then OWNERS of Plots assigned at least sixty percent (60%) of the Property Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 11.03. Commencement and Completion of Construction.

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

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT and the ASSOCIATION shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and the ASSOCIATION and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 2.06.

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Section 11.04. Nonliability of DECLARANT.

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

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Section 11.05. Amendment.

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

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Section 11.06. Other Documents.

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

Section 11.07. Severability.

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

Section 11.08. Dissolution.

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

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maintain, operate and preserve it. The provisions of this Section 11.09 shall only apply with regard to the maintenance, operation and preservation of property which has been ASSOCIATION Common Area and continues to be so used, as otherwise provided for in Article III for the common use, enjoyment and benefit of the OWNER.

Section 11.09. Gender.

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

Section 11.10. Notices.

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

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

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

Section 11.11. Construction.

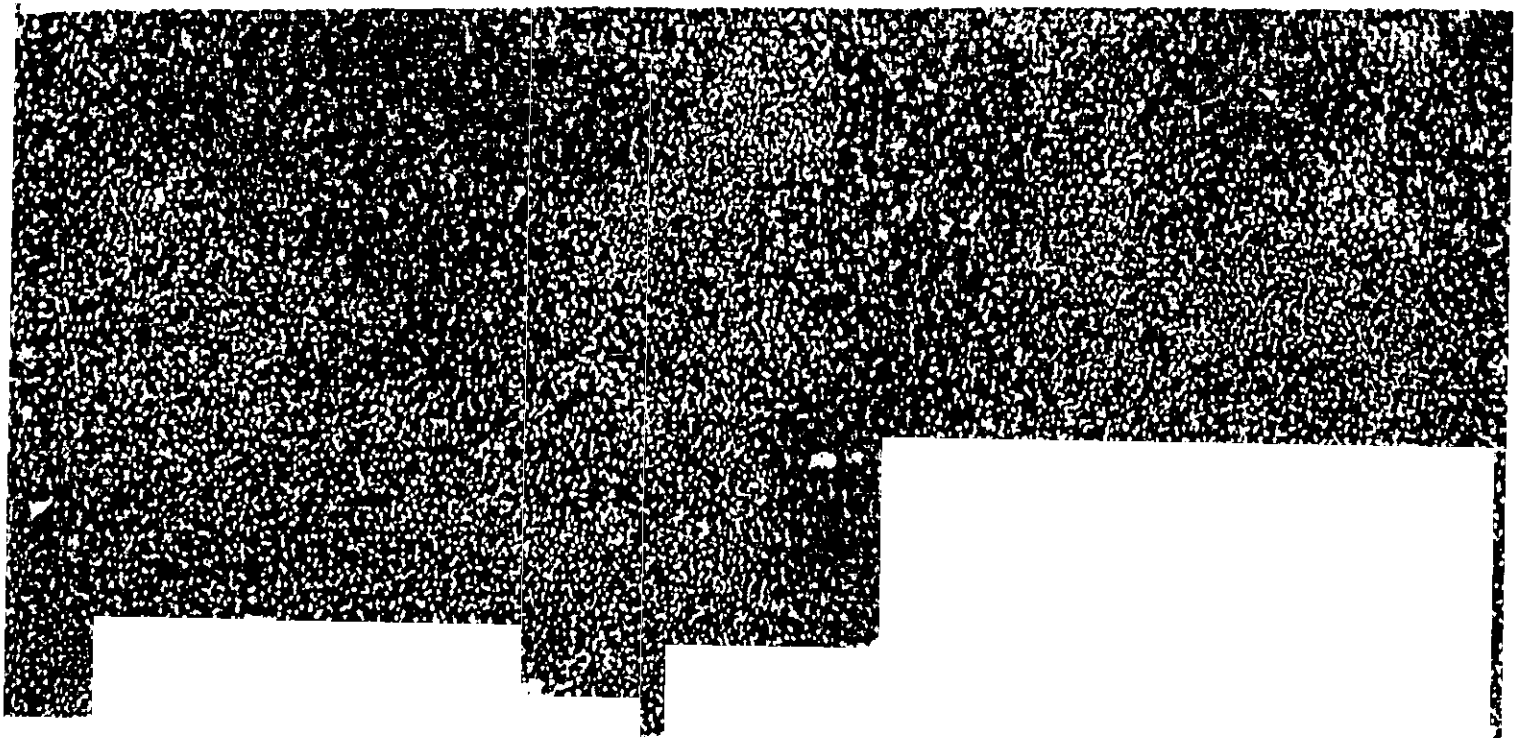
The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 11.12. Waiver.

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

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IN WITNESS WHEREOF, THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, JOSEPH G. PROCACCI, and NICHOLE J. PROCACCI, do hereby execute this Declaration of Master Covenants, Conditions and Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto this 5th day of July, 1987.

WITNESSES:

THE VINEYARDS DEVELOPMENT CORPORATION

[Signature]

BY: *[Signature]*

[Signature]

Its: President

(Corporate Seal)

ATTEST:

By: *[Signature]*

Its: Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this, this 5th day of July, 1987, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Nichole Procacci and Joseph Procacci, who acknowledged themselves to be the President and Secretary, respectively, of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, and that as such officers, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

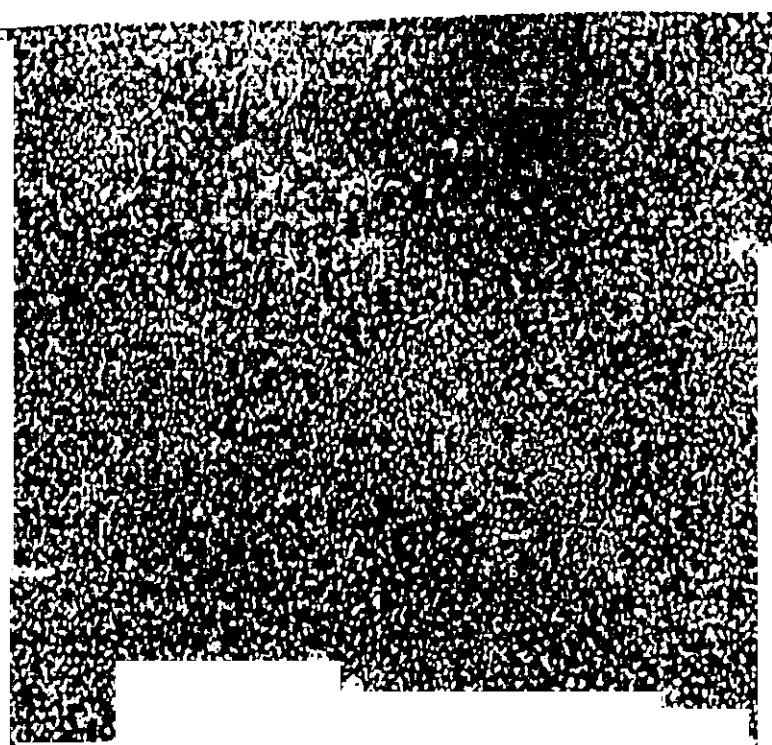
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires:

JOSEPH G. PROCACCI, Notary Public
PHILADELPHIA COUNTY
MY COMMISSION EXPIRES ON 07/01/1989
LICENSE # 123456789



WITNESSES:

Walter S. ...

John ...

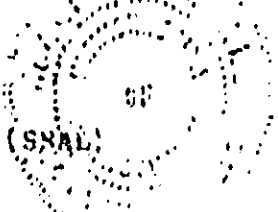
By: Joseph G. Procacci
JOSEPH G. PROCACCI

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this, this 8th day of July, 1987, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared JOSEPH G. PROCACCI known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



Joseph G. Procacci
NOTARY PUBLIC

My Commission Expires: June 30, 1991
JULY 20 1987
PHILADELPHIA, PENNSYLVANIA
BY COMMISSION EXPIRES 06/30/91
Notary Public for the State of Pennsylvania

WITNESSES:

Walter S. ...

John ...

By: Michael J. Procacci
MICHAEL J. PROCACCI

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this, this 2th day of JULY, 1987, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared MICHAEL J. PROCACCI known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

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



Michael J. Procacci
NOTARY PUBLIC

My Commission Expires: June 30, 1991
JULY 20 1987
PHILADELPHIA, PENNSYLVANIA
BY COMMISSION EXPIRES 06/30/91
Notary Public for the State of Pennsylvania

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FURTHER, FIDELITY BANK, A NATIONAL BANKING ASSOCIATION, as Mortgagee of that certain mortgage on the above described property as the same is recorded in O.R. Book 1243, Pages 1122 through 1162, inclusive, of the Public Records of Collier County, Florida, hereby joins in the execution of this Declaration of Master Covenants, Conditions and Restrictions for The Vineyards and by said Joinder agrees to subject themselves, their successors and assigns to the provisions of this Declaration of Master Covenants, Conditions and Restrictions for The Vineyards.

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WITNESSES:

FIDELITY BANK, NATIONAL ASSOCIATION

Lynn M. E. Weiser

By: *Dean F. Smith*

Its: *vice President*

(Corporate Seal)

Attest: *James P. [unclear]*
Asst. Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by Dean F. Smith as vice President and James P. [unclear] as Asst. Secretary of FIDELITY BANK, a national banking association, this 8th day of July, 1987.

NATIONAL ASSOCIATION

(SEAL)

Maurice Barthel
NOTARY PUBLIC MAURICE BARTHEL, Notary Public
Fruitville, Collier County, Fla.
My Commission Expires July 20, 1990

EXHIBIT "A"

MOLZ, MONTES AND ASSOC., INC.
CONSULTING ENGINEERS - LAND SURVEYORS

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1/5/87
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DESCRIPTION OF UNIT ONE, THE VINEYARDS

A parcel of land located in Section 5 and Section 8, Township 49 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 49 South, Range 26 East, Collier County, Florida, thence run North 00°12'17" East along the West line of the Southwest quarter of the said Section 8 for a distance of 2346.09 feet to the Northwest corner of the Florida Department of Transportation parcel 121 as recorded in O.R. Book 907, Pages 637 through 643, Public Records of Collier County, Florida, and the POINT OF BEGINNING of the parcel of land herein described; thence continue North 00°12'17" East along the West line of the Southwest quarter of the said Section 8 for a distance of 386.57 feet to the West quarter corner of the said Section 8; thence run North 00°17'47" East along the West line of the Northwest quarter of the said Section 8 for a distance of 2731.52 feet to the Northwest corner of the said Section 8 and the Southwest corner of Section 5, Township 49 South, Range 26 East, Collier County, Florida; thence run North 01°26'00" West along the West line of the Southwest quarter of the said Section 5 for a distance of 654.02 feet; thence run North 38°57'00" East for a distance of 303.52 feet; thence run North 75°54'58" East for a distance of 698.59 feet; thence run North 68°51'58" East for a distance of 471.42 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Northeasterly along the arc of said curve to the right, having a radius of 795.74 feet, through a central angle of 19°08'49", for a distance of 265.92 feet to the end of said curve; thence run North 63°06'47" East for a distance of 203.25 feet; thence run North 84°18'15" East for a distance of 139.24 feet; thence run North 62°37'52" East for a distance of 206.37 feet; thence run North 78°10'42" East for a distance of 606.91 feet; thence run South 66°07'01" East for a distance of 510.08 feet; thence run South 05°44'03" East for a distance of 230.92 feet; thence run South 74°40'34" East for a distance of 471.57 feet; thence run South 83°05'52" East for a distance of 317.92 feet; thence run South 44°18'18" East for a distance of 540.02 feet to a point on the South line of the said Section 5, said point bearing North 87°36'22" East from the Southwest corner, along the South line, of the said Section 5 a distance of 4,392.21 feet therefrom; thence continue South 44°18'16" East for a distance of 50.96 feet; thence run South 53°08'21" East for a distance of 295.17 feet; thence run South 15°38'06" East for a distance of 279.77 feet; thence run South 08°45'39" East for a distance of 353.63 feet; thence run South 00°58'42" West for a distance of 840.00 feet; thence run South 16°25'11" West for a distance of 299.77 feet; thence run South 35°17'53" West for a distance of 132.99 feet; thence run South 67°23'43" West for a

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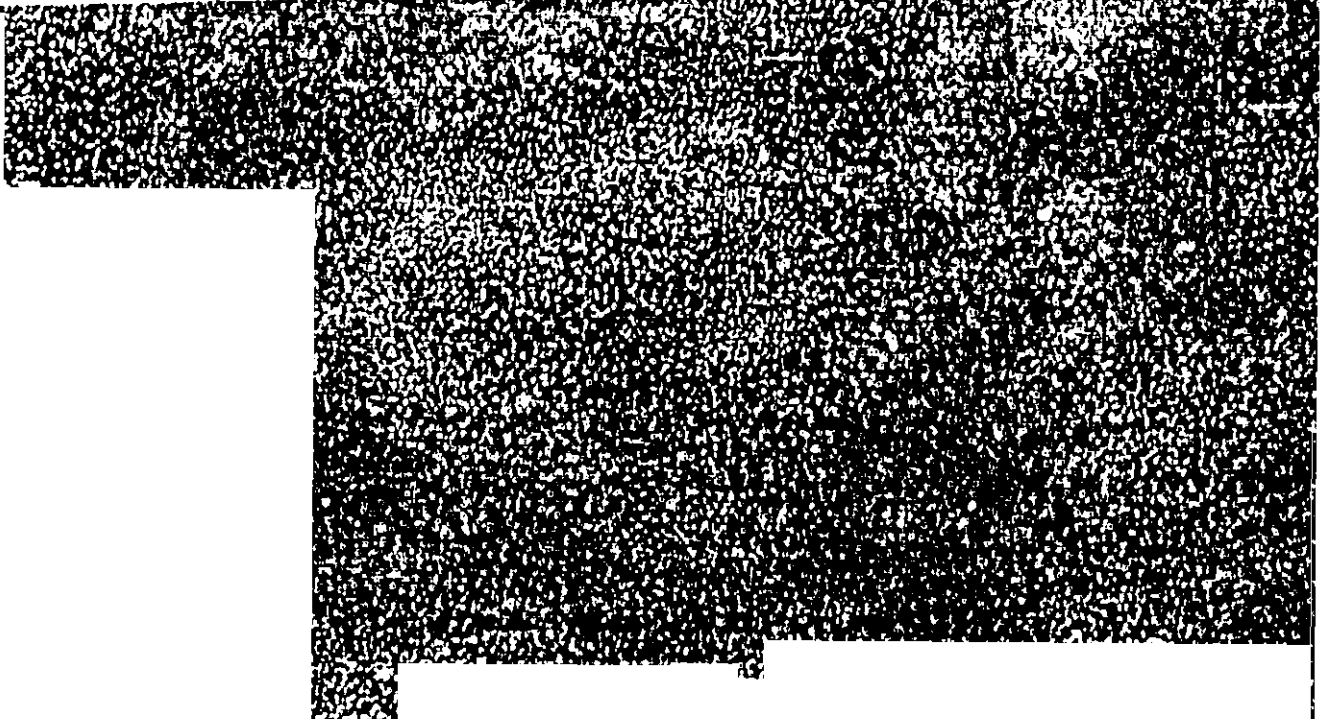
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1/5/87
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DESCRIPTION OF UNIT ONE, THE VINEYARDS

distance of 291.24 feet; thence run South 81°00'11" West for a distance of 162.38 feet; thence run South 14°18'13" East for a distance of 371.59 feet; thence run North 81°00'11" East for a distance of 128.02 feet; thence run South 08°59'49" East for a distance of 120.00 feet; thence run South 81°00'11" West for a distance of 257.38 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Southwesterly along the arc of said curve to the left, having a radius of 313.00 feet, through a central angle of 75°19'33", for a distance of 411.50 feet to the end of said curve; thence run South 05°40'36" West for a distance of 159.58 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 960.00 feet, through a central angle of 27°28'05", for a distance of 450.75 feet to the end of said curve; thence run South 33°08'47" West for a distance of 543.51 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 485.00 feet, through a central angle of 21°07'37", for a distance of 176.84 feet to the end of said curve; thence run South 54°16'24" West for a distance of 210.26 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Southwesterly along the arc of said curve to the left, having a radius of 390.00 feet, through a central angle of 12°32'06", for a distance of 65.32 feet to the end of said curve; thence run South 41°54'18" West for a distance of 157.88 feet; thence run South 49°15'42" East for a distance of 20.60 feet; thence run North 73°21'36" East for a distance of 117.66 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Southeasterly along the arc of said curve to the right, having a radius of 35.00 feet, through a central angle of 99°13'56" for a distance of 60.67 feet to the end of said curve; thence run South 07°24'25" East for a distance of 524.00 feet; thence run South 02°51'25" East for a distance of 173.52 feet; thence run South 07°15'39" East for a distance of 317.20 feet to a point on the South line of the said Section 8, said point bearing North 89°34'44" East, from the Southwest corner, along the South line, of the said Section 8 a distance of 3157.13 feet therefrom; thence run South 89°36'48" West along the South line of the said Section 8 for a distance of 1,314.65 feet to the Southeast corner of the said Florida Department of Transportation Parcel 121; thence run North 00°25'16" West along the Easterly line of said Parcel 121 for a distance of 54.00 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Northwesterly along the arc of said curve to the left, the same being the Easterly line of the said Parcel 121, having a radius

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

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THIS AMENDMENT to the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards is made this 10th day of August, 1988, by MICHAEL J. PROCCOCI, JOSEPH G. PROCCOCI as "Owners" and THE VINEYARDS DEVELOPMENT CORPORATION as "Developer", hereinafter called "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the Owner and Developer respectively of a Planned Unit Development in Collier County, Florida, known as THE VINEYARDS, and previously recorded a Declaration of Master Covenants, Conditions and Restrictions for The Vineyards (the "Declaration") in Official Records Book 1284, Pages 1938 through 1983, inclusive, and amended by instrument recorded in Official Records Book 1326, Pages 1266 through 1267, inclusive of the Public Records of Collier County, Florida; and

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

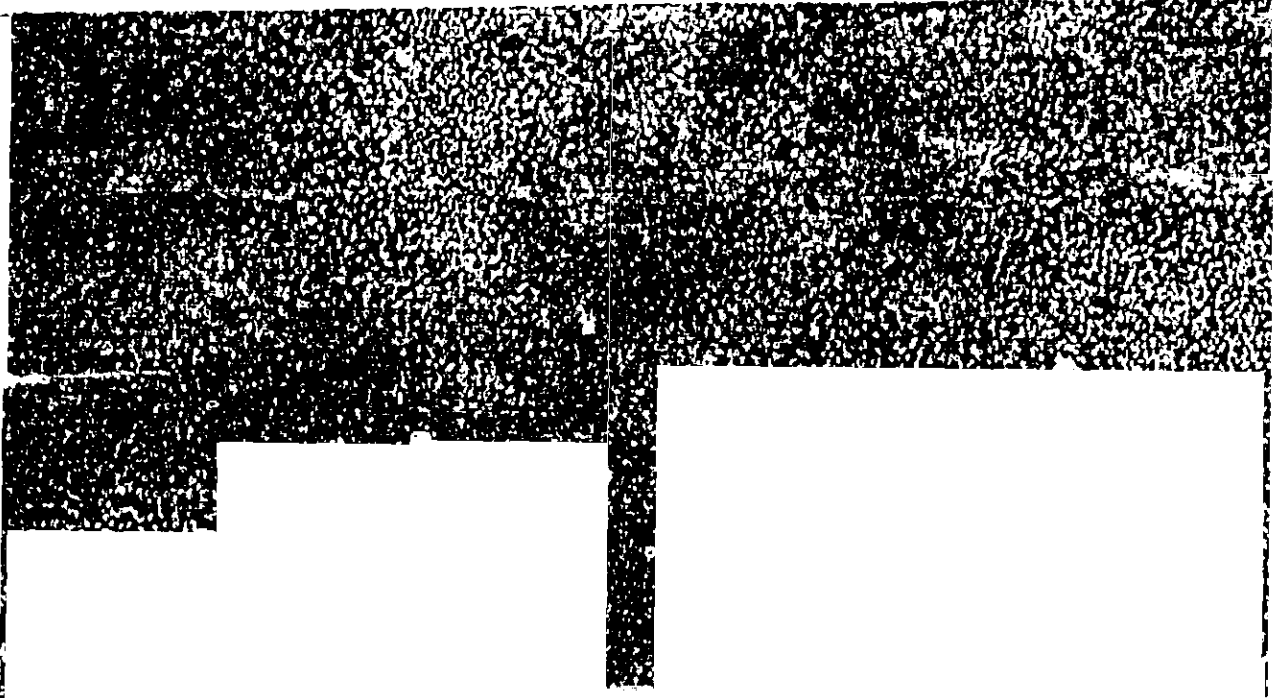
WHEREAS, Section 12.05 of the Declaration allows the DECLARANT, in its sole discretion, by an instrument filed of record, to modify, enlarge, amend, waive or add to the Covenants, Conditions, Restrictions and other provisions of the Declaration; and

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

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

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

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materials, diking or zoning; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

2. Single family roofs shall have a minimum of a 5 in 12 slope and shall be constructed of flat or barrel tile or cedar shakes. In the event that some new, attractive material for roofing surfaces is discovered or invented, the ARB may, in its sole discretion, approve the use of such new materials. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

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

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

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

[Signature]
Witness

[Signature]
Michael J. Procacci

[Signature]
Witness

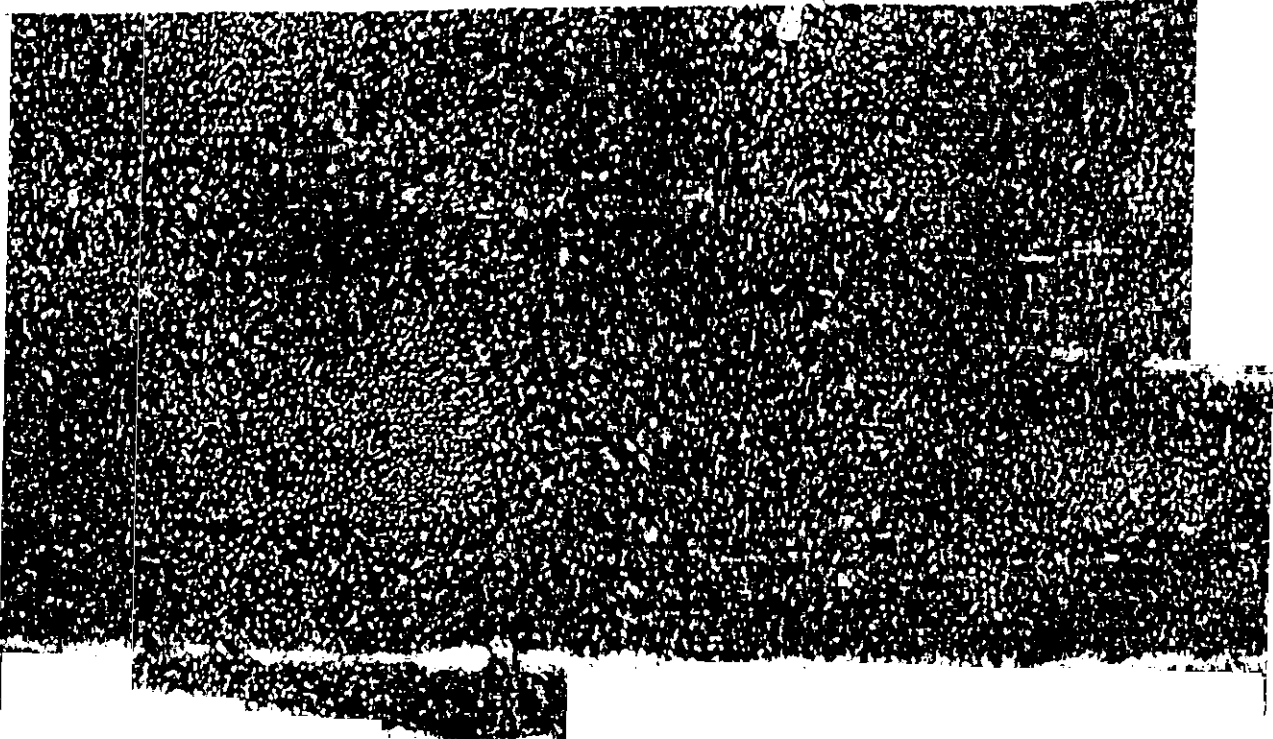
[Signature]
Witness

[Signature]
Joseph G. Procacci

[Signature]
Witness

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THE VINEYARDS DEVELOPMENT CORPORATION

Riana Foster
WITNESS
Michael Pasdek
WITNESS

BY: Michael J. Procacci
Michael J. Procacci, President

ATTEST BY: Joseph G. Procacci
Joseph G. Procacci, Secretary

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OR BOOK

STATE OF Florida
COUNTY OF Collier

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

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WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1988.

Riana Foster
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 4, 1991.
SOLEMN OATH TAKEN BY PUBLIC OFFICERS

STATE OF Pennsylvania
COUNTY OF Philadelphia

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

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

James Greenfield
Notary Public

My Commission Expires: JAMES GREENFIELD, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES FEB. 28, 1988
Executive, Philadelphia Association of Notaries

(SEAL)

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OR BOOK

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STATE OF Florida
COUNTY OF Collier

On this, this 10th day of August, 1988, before me, a Notary Public in and for the State of Florida, personally appeared MICHAEL J. PROCACCI, who acknowledged himself to be the President of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation, and that as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

Diane Weston
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 5, 1991.
OFFICE: 1100 W. BAYVIEW BLVD., SUITE 100, MIAMI, FL 33149

(SEAL)

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STATE OF Pennsylvania
COUNTY OF Philadelphia

On this, this 4th day of August, 1988, before me, a Notary Public in and for Pennsylvania, personally appeared JOSEPH G. PROCACCI, who acknowledged himself to be the Secretary of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation, and that as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

Jason Greenwald
Notary Public

My Commission Expires:

JASON GREENWALD, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES FEB. 28, 1989
Member, Pennsylvania Association of Notaries

(SEAL)

THIS INSTRUMENT PREPARED BY: Law Office of
Terry A. Lurie, P.A.
20 Napa Boulevard
Naples, FL 33999
(813) 353-0020

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ON BOOK

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JOINER OF THE VINEYARDS
COMMUNITY ASSOCIATION, INC.

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

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ON BOOK

1. THE VINEYARDS COMMUNITY ASSOCIATION, INC., is the "Association" as that term is defined in the Community Declaration.

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

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

[Signature]
Witness

BY: Wafaa F. Assad
Wafaa F. Assad, President

[Signature]
Witness

ATTEST BY: Michel Saadeh
Michel Saadeh, Secretary

STATE OF Florida
COUNTY OF Collier

On this, this 1st day of August, 1988, before me, a Notary Public in and for the State of Florida, personally appeared Wafaa F. Assad, who acknowledged himself to be the President and Michel Saadeh, Secretary, respectively, of THE VINEYARDS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and that as such officers, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 2, 1991
EXPIRES THEN NOTARY PUBLIC INDETERMINATE

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JOINDER OF FIDELITY BANK, N.A.

FIDELITY BANK, N.A., a National Banking Association, as Mortgagee of that certain Mortgage on the Property described in "Exhibit A" attached hereto, said Mortgage being recorded in Official Record Book 1233, at Page 1129, Public Records of Collier County, Florida, hereby joins in the execution of this Second Amendment of Declaration of Master Covenants, Conditions and Restrictions and by said Joinder agrees to subject themselves, their successors and assigns to the provisions of this Second Amendment of Master Covenants, Conditions and Restrictions.

FIDELITY BANK, NA.

Larry J. [Signature]
Witness
Veronica P. [Signature]
Witness

BY: Martha C. Van-Cleave
ITS: Loan Officer

[Signature]
Witness
[Signature]
Witness

ATTEST:
BY: [Signature]
ITS: Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARtha C. VAN-CLEAVE and MARtha C. BALENTINE well known to me to be the Loan Officer, Assistant and Assistant Secretary respectively of Fidelity Bank, N.A. and that they severally acknowledged executing said Instrument for the purposes therein expressed, on behalf of the corporation.

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

[Signature]
Notary Public
MARLEEN HARTNETT, Notary Public
Philadelphia, Bucks County, Pa.
My Commission Expires 12/31/91

My Commission Expires:

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DESCRIPTION OF UNIT ONE, THE VINEYARDS

A parcel of land located in Section 5 and Section 6, Township 49 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 49 South, Range 26 East, Collier County, Florida, thence run North 00°12'17" East along the West line of the Southwest quarter of the said Section 6 for a distance of 2248.08 feet to the Northwest corner of the Florida Department of Transportation parcel 121 as recorded in D.M. Book 907, Pages 237 through 243, Public Records of Collier County, Florida, and the POINT OF BEGINNING of the parcel of land herein described; thence continue North 00°12'17" East along the West line of the Southwest quarter of the said Section 6 for a distance of 306.57 feet to the West quarter corner of the said Section 6; thence run North 00°17'47" East along the West line of the Northwest quarter of the said Section 6 for a distance of 2731.52 feet to the Northwest corner of the said Section 6 and the Southwest corner of Section 5, Township 49 South, Range 26 East, Collier County, Florida; thence run North 01°30'00" West along the West line of the Southwest quarter of the said Section 5 for a distance of 634.02 feet; thence run North 80°32'00" East for a distance of 303.52 feet; thence run North 75°54'58" East for a distance of 690.52 feet; thence run North 60°51'20" East for a distance of 471.42 feet to the beginning of a tangential circular curve, concave to the Southeast; thence run Northeasterly along the arc of said curve to the right, having a radius of 708.74 feet, through a central angle of 19°06'49", for a distance of 265.92 feet to the end of said curve; thence run North 78°00'47" East for a distance of 203.67 feet; thence run North 84°18'15" East for a distance of 139.24 feet; thence run North 62°37'52" East for a distance of 206.37 feet; thence run North 78°10'42" East for a distance of 606.91 feet; thence run South 66°07'01" East for a distance of 510.08 feet; thence run South 05°44'03" East for a distance of 230.92 feet; thence run South 74°44'34" East for a distance of 471.57 feet; thence run South 63°05'31" East for a distance of 317.42 feet; thence run South 44°18'10" East for a distance of 540.02 feet to a point on the South line of the said Section 5, said point bearing North 87°36'22" East from the Southwest corner, along the South line, of the said Section 5 a distance of 4,392.21 feet therefrom; thence continue South 44°18'10" East for a distance of 50.66 feet; thence run South 35°25'21" East for a distance of 285.17 feet; thence run South 15°38'06" East for a distance of 279.72 feet; thence run South 68°45'39" East for a distance of 353.65 feet; thence run South 00°50'42" West for a distance of 840.00 feet; thence run South 16°25'11" West for a distance of 299.77 feet; thence run South 35°17'53" West for a distance of 132.48 feet; thence run South 67°23'43" West for a distance of 291.24 feet; thence run South 01°00'11" West for a distance of 162.38 feet; thence run South 14°18'13" East for a distance of 371.59 feet; thence run North 81°00'11" East for a distance of 126.02 feet; thence run South 00°59'49" East for a

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distance of 120.00 feet; thence run South $01^{\circ}00'11''$ West for a distance of 157.20 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Southwesterly along the arc of said curve to the left, having a radius of 212.00 feet, through a central angle of $73^{\circ}19'33''$, for a distance of 411.50 feet to the end of said curve; thence run South $05^{\circ}40'38''$ West for a distance of 159.50 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 280.00 feet, through a central angle of $27^{\circ}20'49''$, for a distance of 400.25 feet to the end of said curve; thence run South $33^{\circ}38'47''$ West for a distance of 642.01 feet to the beginning of a tangential circular curve, concave to the Northwest; thence run Southwesterly along the arc of said curve to the right, having a radius of 405.00 feet, through a central angle of $21^{\circ}07'37''$, for a distance of 178.34 feet to the end of said curve; thence run South $54^{\circ}16'34''$ West for a distance of 210.26 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Southwesterly along the arc of said curve to the left, having a radius of 390.00 feet, through a central angle of $12^{\circ}37'08''$, for a distance of 65.32 feet to the end of said curve; thence run South $01^{\circ}44'10''$ West for a distance of 157.48 feet; thence run South $05^{\circ}15'42''$ East for a distance of 20.00 feet; thence run North $72^{\circ}21'36''$ East for a distance of 117.65 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Southeasterly along the arc of said curve to the right, having a radius of 35.00 feet, through a central angle of $99^{\circ}13'55''$ for a distance of 60.62 feet to the end of said curve; thence run South $07^{\circ}24'20''$ East for a distance of 534.00 feet; thence run South $02^{\circ}51'45''$ East for a distance of 173.52 feet; thence run South $07^{\circ}18'39''$ East for a distance of 317.20 feet to a point on the South line of the said Section 8, said point bearing North $89^{\circ}34'44''$ East, from the Southwest corner, along the South line of the said Section 8 a distance of 3137.13 feet therefrom; thence run South $89^{\circ}34'44''$ West along the South line of the said Section 8 for a distance of 1,514.65 feet to the Southeast corner of the said Florida Department of Transportation Parcel 121; thence run North $00^{\circ}26'15''$ West along the Easterly line of said Parcel 121 for a distance of 34.00 feet to the beginning of a tangential circular curve, concave to the Southwest; thence run Northwesterly along the arc of said curve to the left, the same being the Easterly line of the said Parcel 121, having a radius of 135.00 feet, through a central angle of $90^{\circ}00'00''$, for a distance of 212.06 feet to the end of said curve; thence run South $89^{\circ}34'44''$ West along the Easterly line of said Parcel 121 for a distance of 340.00 feet to the beginning of a tangential circular curve, concave to the Northeast; thence run Northwesterly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 270.20 feet, through a central angle of $22^{\circ}11'05''$, for a distance of 182.06 feet to the end of said curve; thence run North $68^{\circ}14'11''$ West along the Easterly line of said Parcel 121 for a distance of 225.30 feet to the beginning of a tangential circular curve, concave to the Northeast; thence run Northwesterly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 465.00 feet, through

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central angle of $17^{\circ}17'19''$, for a distance of 432.38 feet to the end of said curve; thence run North $14^{\circ}56'51''$ West along the Easterly line of said Parcel 121 for a distance of 606.21 feet to the beginning of a tangential circular curve, concave to the East; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 909.00 feet, through a central angle of $13^{\circ}09'08''$, for a distance of 256.20 feet to the end of said curve; thence run North $59^{\circ}47'43''$ West along the Easterly line of said Parcel 121 for a distance of 167.23 feet; thence run North $14^{\circ}56'52''$ West along the Easterly line of said Parcel 121 for a distance of 41.06 feet to the beginning of a tangential circular curve, concave to the East; thence run Northerly along the arc of said curve to the right, the same being the Easterly line of said Parcel 121, having a radius of 2,297.79 feet, through a central angle of $13^{\circ}07'30''$, for a distance of 519.91 feet to the end of said curve; thence run North $01^{\circ}49'22''$ West along the Easterly line of said Parcel 121 for a distance of 430.65 feet; thence run South $89^{\circ}19'23''$ West along the Northerly line of said Parcel 121 for a distance of 119.62 feet to the POINT OF BEGINNING.

Containing 959.04 acres, more or less.

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

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DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRN - VIGNE

THIS DECLARATION made this 10th day of May 1988, by, THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, JOSEPH G. PROCCACCI and MICHAEL J. PROCCACCI, hereinafter collectively called the "DECLARANT".

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H. Y. T. N. E. U. B. T. M.

A. Declarant, as the record owner of the real property hereinafter described and referred to as the Neighborhood, has imposed on the Neighborhood and other properties the DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VINEYARDS, which are recorded in Official Records Book 1284, at Pages 1932 through 1983, inclusive, of the Public Records of Collier County, Florida, (the "MASTER DECLARATION"); and

B. The Master Declaration provided that the Declarant may supplement the Master Declaration for any Neighborhood (as Neighborhood is therein defined); and

C. The Declarant, has determined that in order to create a controlled compatible quality development within the herein defined Neighborhood, supplemental restrictions, conditions and covenants should be imposed on the Neighborhood for the preservation of the property values for the Owners therein.

NOW, THEREFORE, Declarant, declares that the Neighborhood, or any portion thereof as described in Article I of this Declaration, shall be held, transferred, sold, conveyed and occupied subject to the MASTER DECLARATION and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

The real property subject to this DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS is described in Exhibit "1" attached hereto and made a part hereof, hereinafter the "Property".

ARTICLE I
DEFINITIONS

Unless a term is redefined herein, the definitions contained in the MASTER DECLARATION shall apply to the terms used herein.

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

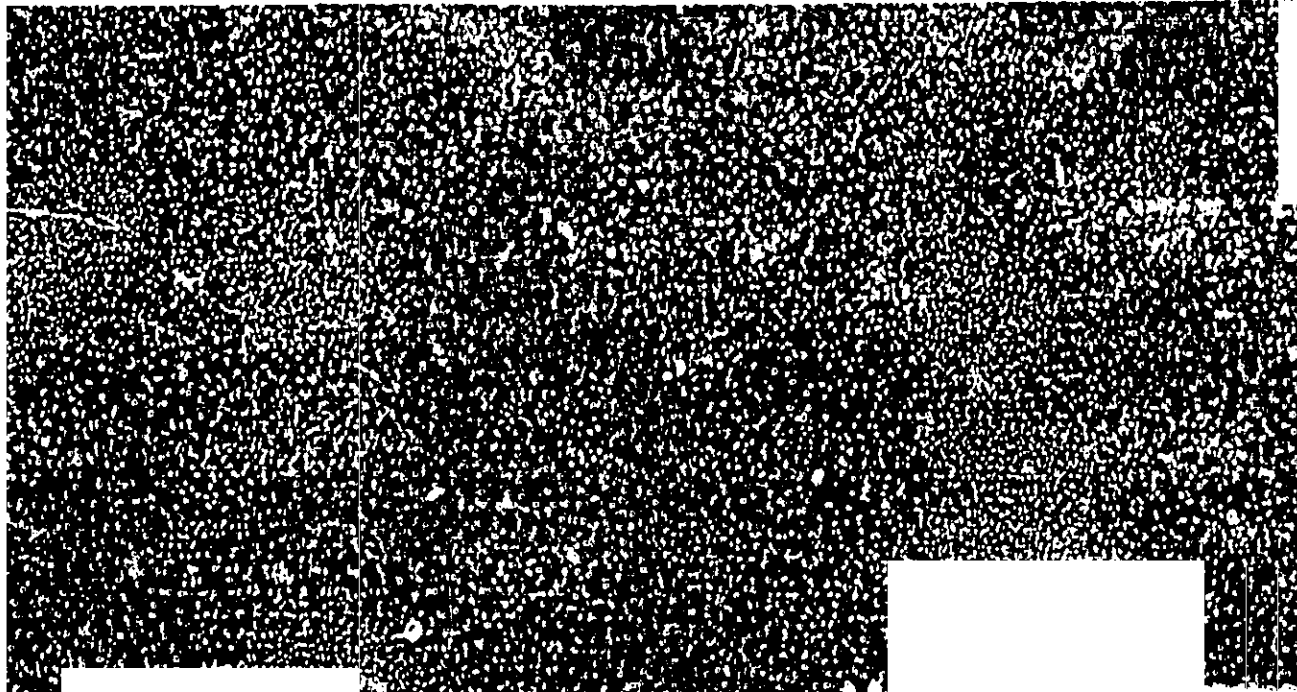
Exhibit "m"

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51180538
COLLIER COUNTY

Theo. Vineyards, Wineries
& Estates, P.A.
Attorneys at Law
Post Office Box 2902
Naples, Florida 34101



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1.02 "Dwelling Unit" shall mean and refer to any residential unit intended for occupancy by one (1) family or household.

1.03 "Neighborhood" shall mean and refer to the Property.

1.04 "Neighborhood Declaration" shall mean and refer to the Neighborhood Covenants contained herein as this Declaration may be amended or supplemented from time to time.

1.05 "Owner" shall mean and refer to any person or persons, entity or entities, who are the record owner(s) of any fee interest in the Neighborhood, their heirs, successors, legal representative or assigns. Originally it shall mean and refer to Hallmark Investment Associates, Inc., a Florida corporation. If any portion of the Neighborhood is submitted to a Neighborhood Association, the Neighborhood Association shall be deemed Owner as to those areas.

1.06 "Plot" shall mean and refer to those individual portions of real property located in the Neighborhood which will be developed and conveyed containing one (1) Dwelling Unit.

ARTICLE IX
USE RESTRICTIONS

2.01 Residential Use. The Neighborhood may be improved by the construction thereof of no more than one hundred twenty-two (122) Dwelling Units and no business may be conducted on any part thereof other than sales of Dwelling Units, nor shall any buildings or portion thereof be used or maintained as a professional office.

2.02 Exceptions. Declarant, in its sole discretion, may permit one (1) or more Dwelling Units to be used or maintained as a model, provided the Declarant has given prior written permission therefor.

2.03 Location of Improvements. No building, structure or other improvements shall be placed in the Neighborhood unless and until Declarant has issued its written approval. In obtaining said written approval, Owner or any other person applying shall comply with all requirements and procedures of ARTICLE VIII of the MASTER DECLARATION.

2.04 Uniformity. All structures in the Neighborhood shall be constructed and maintained with materials, and in colors, consistent with the uniform character of the Neighborhood.

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2.05 Nuisances. No activity may be conducted within the Neighborhood that would constitute a nuisance or that would impede or disrupt uses of adjacent Community facilities.

2.06 Leasing. Any Neighborhood Association documents prepared by Owner shall prohibit the leasing of any Dwelling Unit for less than a thirty day period and shall prohibit the use or sale of any Dwelling Unit on a time-share basis.

2.07 Advertising. All advertising materials and concepts to be used by the Owner which pertain to the Neighborhood must be approved in writing by Declarant prior to publication, distribution or any other such use.

ARTICLE LXI
BUILDING AND SITE RESTRICTIONS

3.01 Number of Units. The Neighborhood shall contain more than one hundred twenty-two (122) multi-family condominium type Dwelling Units.

3.02 Setbacks.

A. No building shall be erected within the following setback lines:

i. One half (.50) of the height of the tallest building containing Dwelling Units, but not less than

(a) Thirty (30) feet from the rear boundary line of the Neighborhood, and any roadway, golf course or lake;

(b) Fifteen (15) feet from the side boundary lines of the Neighborhood and abutting properties;

ii. Fifteen (15) feet between unattached principal structures.

B. The Declarant may allow variances from the above setbacks for accessory improvements such as pools, decks, detached storage facilities, clubhouses, fences, retaining walls, and decorative improvements. Such variances must be approved in writing by Declarant.

3.03 Minimum Square Footage.

A. All Dwelling Units shall contain a minimum of Twelve Hundred (1,200) square feet of total enclosed living area.

B. Enclosed living area means the total enclosed floor area within the horizontal dimensions of each level of a dwelling excluding garages, terraces, non-air conditioned storage areas, decks and porches.

3.04 Height. No Dwelling Unit or structure shall exceed Thirty (30) feet in height above finished floor elevation of the first habitable floor area.

3.05 Garages, Carports and Storage Areas.

A. A minimum of two (2) parking spaces per Dwelling Unit shall be provided, one (1) of which must be located within a covered carport.

B. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the Dwelling Unit. Fully enclosed storage facilities for garbage and trash containers shall be required for each Dwelling Unit.

3.06 Water Management Areas.

A. Owner shall provide water management for the Neighborhood in accordance with the overall Water Management Plan for THE VINEYARDS. Surface water drainage and management including, but not limited to, storm water treatment and storage capacity, shall conform to the overall water management requirements of THE VINEYARDS and meet with the approval of Declarant.

3.07 Easements and Access.

A. The Owner shall reserve for itself, Declarant, mortgagees, successors and assigns, the right of access for pedestrian and vehicular ingress and egress over and across all private roads in the Neighborhood for purposes of construction of the Dwelling Units in the Neighborhood and to provide access for each Dwelling Unit and owner to his Dwelling Unit. Owner shall make a similar reservation for utility easements.

B. The Owner shall be required to dedicate a drainage easement or easements to the Association for purposes of draining surface water runoff across the Neighborhood to any lake or water management area located on, abutting or within the property.

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3.08 Landscaping.

A. In order to promote a Neighborhood with a quality environment, the Owner shall attractively landscape the Neighborhood, in conjunction with the construction of Dwelling Units. Landscape plans shall be submitted to Declarant for approval.

B. Each Owner's landscape plan, including any plans for vegetation removal or alteration, will be reviewed as part of the building approval process outlined in Section 3.02 of the MASTER DECLARATION. The written approval is required for any change, variation or deviation from the approved Landscape Plan.

C. Owner or its successor(s) shall maintain the landscaping in good and living condition at all times.

3.09 Roofs. Roofs shall have a minimum of 5:12 slope and shall be constructed of flat or barrel tile, cedar shakes or shingles, slate or metal, all as defined by common usage in Collier County. In the event that some new, attractive material for roofing surfaces is discovered or invented, the DECLARANT may, in its sole discretion, approve the use of such new materials. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

ARTICLE IV
GENERAL PROVISIONS

4.01 Property Units. In accordance with Section 4.03 of the Master Declaration, the Declarant assigns one (1) Property Unit to each Dwelling Unit for a maximum of one hundred twenty-two (122) assigned to the Neighborhood.

4.02 Amendment.

A. So long as the Declarant owns land in THE VINEYARDS for development, the Declarant may, in its sole discretion, modify, amend, waive or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification which does not materially and adversely affect Owner or enlargement of existing covenants pursuant to Paragraph 4.02B hereof and shall in no way impair the general and uniform plan of development originally set forth herein. Any other modification, amendment or waiver hereof shall require only the written consent of DECLARANT and OWNER.

B. In addition to any amendments permitted under Section 4.02A above, the DECLARANT may, so long as it owns land

in THE VINEYARDS for development, add any lands to the Neighborhood, so long as said lands are contiguous to the Neighborhood, by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF DWELLING UNITS AND THE NUMBER OF PROPERTY UNITS IN THE NEIGHBORHOOD. Lands shall be considered as contiguous even if divided from the Neighborhood by a street, lake, common area, golf course or park, or by other land which is intended by DECLARANT to be made a part of the Neighborhood.

4.03 Conflicts. The provisions of this Declaration shall be supplementary and in addition to the provisions of the MASTER DECLARATION. In the event of any conflict among the provisions of the MASTER DECLARATION and the provisions of this Declaration, the Declarant reserves the right and the power to resolve any such conflict and its decision shall be final.

4.04 Declaration runs with the land. The covenants, conditions, restrictions and other provisions under this Neighborhood shall run with the land and bind the property within the Neighborhood and shall inure to the benefit of and be enforceable by the Declarant for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of five (5) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recording of a written instrument executed by the then owners of sixty percent (60%) of the Dwelling Units agreeing to the termination or modification.

4.05 Enforcement. In addition to the Declarant's and Association's rights under the MASTER DECLARATION, the Declarant, the Association, and any Owner of a Dwelling Unit or any of them, jointly or severally, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance to the terms hereof. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of such right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any portion of this Declaration shall in no way affect or invalidate the remainder of this Declaration.

4.06 Waiver. Any waiver by Declarant of any provision of this Declaration or breach hereof must be in writing and shall not obligate it or be construed as a waiver of any other provisions or subsequent breach.

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4.07 SOVEREIGNTY. If any section, sub-section, sentence, clause, phrase, word or portion of this Neighborhood Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of remaining portion thereof.

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4.08 Neighborhood Association.

A. Owner shall cause a Neighborhood Association to be formed for the purpose of owning and maintaining the private roads and the common areas of the Neighborhood.

B. Declarant declares this Neighborhood Declaration as a supplement to the Master Declaration pursuant to Section 2.05 thereof and agrees (if Owner fulfills its affirmative obligations hereunder) not to create any further "associations" applicable to the Neighborhood as that term is utilized in Section 2.05 of said Master Declaration.

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IN WITNESS WHEREOF, THE VINEYARDS DEVELOPMENT CORPORATION, Florida corporation, JOSEPH G. PROCACCI and MICHAEL J. PROCACCI do hereby execute this Declaration of Neighborhood Covenants, Conditions and Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto on the day and year first above written.

WITNESSES:

[Signature]
[Signature]

THE VINEYARDS DEVELOPMENT CORPORATION

By: [Signature]

Its: [Signature]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

On this, this 10th day of May, 1988, before me personally appeared MICHAEL J. PROCACCI who acknowledged himself to be the President of THE VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation, and that as such officer, he executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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

(S E A L)

[Signature]
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires September 30, 1988
Notary Public, State of Florida at Large

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OR BOOK

WITNESSES:

Earl Mc Cormick
Michael Procci

By: *Joseph Procci*
JOSEPH G. PROCACCI

STATE OF Pennsylvania
COUNTY OF Philadelphia

On this, this 30th day of May, 1988,
before me personally appeared JOSEPH PROCACCI known to me to be
the person whose name is subscribed to the within instrument, and
acknowledged that he executed the foregoing instrument for the
purposes therein contained.

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

(S E A L)

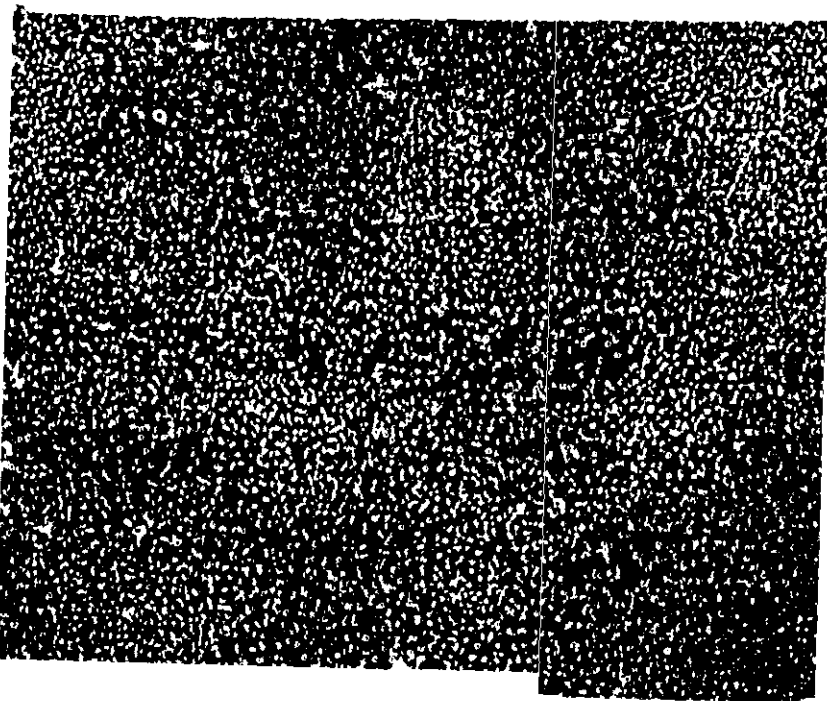
John Greenwald
Notary Public
My Commission Expires:
John Greenwald, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Dec. 30, 1989
Notary, Pennsylvania Association of Notaries

WITNESSES:
[Signature]
[Signature]

By: *Michael J. Procci*
MICHAEL J. PROCACCI

STATE OF FLORIDA
COUNTY OF COLLIER

On this, this 10th day of May, 1988,
before me personally appeared MICHAEL J. PROCACCI known to me to
be the person whose name is subscribed to the within instrument,
and acknowledged that he executed the foregoing instrument for
the purposes therein contained.

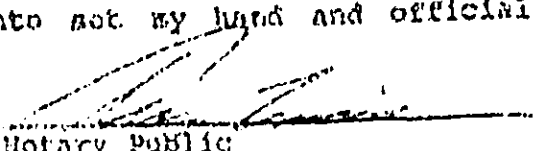


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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(S E A L)


Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires September 30, 1950
~~Notary Public, State of Florida at Large~~

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A portion of Tract E, The Vineyards, Unit One, according to the plat recorded in Plat Book 14, Pages 67 through 74, Public Records of Collier County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Tract E, The Vineyards, Unit One, as recorded in Plat Book 14, Pages 67 through 74, Public Records of Collier County, Florida, said Northwest corner being a point on the Easterly right-of-way of Vineyards Boulevard and the POINT OF BEGINNING of the parcel of land herein described; thence run South 05°49'43" West along the Easterly right-of-way line of Vineyards Boulevard for a distance of 19.42 feet to the beginning of a tangential circular curve, concave to the East; thence run Southerly along the arc of said curve to the left, the same being the Easterly right-of-way line of Vineyards Boulevard, having a radius of 450.00 feet, through a central angle of 13°51'17" for a distance of 109.61 feet to the end of said curve; thence run South 08°01'34" East along the Easterly right-of-way line of Vineyards Boulevard for a distance of 1,029.75 feet to the beginning of a tangential circular curve, concave to the East; thence run Southerly along the arc of said curve to the left, the same being the Easterly right-of-way line of Vineyards Boulevard having a radius of 640.00 feet, through a central angle of 06°53'07" for a distance of 76.91 feet to the end of said curve; thence run South 14°54'41" East along the Easterly right-of-way line of Vineyards Boulevard for a distance of 3.82 feet; thence run North 75°42'00" East for a distance of 455.88 feet to a point on the Easterly line of said Tract E; thence run North 21°49'57" West along the Easterly line of said Tract E for a distance of 350.75 feet; thence run North 00°02'55" West along the Easterly line of said Tract E for a distance of 557.85 feet to the Northeast corner of said Tract E; thence run North 66°56'30" West along the Northerly line of said Tract E for a distance of 223.32 feet; thence run North 61°41'34" West along the Northerly line of said Tract E for a distance of 301.50 feet to the POINT OF BEGINNING.

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

Maintenance Schedule
for
Sanitary Sewers
at
TRA' VIGNE

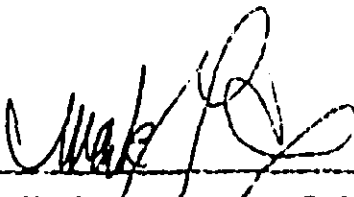
The wastewater collection system for TRA' VIGNE consists only of gravity sewers and manholes. The system connects to a gravity system in Vinyards Boulevard that is owned and maintained by Vinyards Utilities, Inc.

The entity responsible for the maintenance of the wastewater collection system within the TRA' VIGNE project boundaries is The Tra' Vigne Homeowners Association.

As the Engineer of Record for Tra' Vigne, I recommend to the TRA' VIGNE Homeowners Association that the following maintenance be performed on the wastewater collection system on a bi-annual basis.

1. Each of the manholes must be inspected and any defect or failure observed must be repaired. If there is evidence of infiltration or exfiltration, the Engineer of Record must be notified and an appropriate method of repair will be determined. If there is evidence of solids deposition, then the system shall be flushed with clean water until all evidence of solids is removed.
2. All inspections and/or repair work on the wastewater collection system shall be performed by a licensed underground utility contractor or by an entity that has the competence to perform said inspections and/or repairs. (Competency shall be determined by the Engineer of Record. If an entity other than a licensed underground utility contractor is hired by the Homeowners Association to perform maintenance work).

Prepared by:


Mark Lamoureux, P.E.
Florida Reg. No. 20063

Date: MARCH 20, 1989

D.E.R. Construction Permit No.: CS11-145718

Dated: Feb. 25, 1989

Records and Permits
of
COLLIER COUNTY, FLORIDA
JAMES C. GILL, CLERK

EXHIBIT "B"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR TRA-VIGNE', A CONDOMINIUM

REC 18900
FORM 3400
COC
III
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ADDING PHASE III

KNOW ALL MEN BY THESE PRESENTS that Hallmark Investment Associates, Inc., a Florida corporation, the Developer as described in that certain Declaration of Condominium for Tra-Vigne', a Condominium, as recorded amongst the Public Records of Collier County, Florida, in Official Records Book 1437, Pages 296 through 556, inclusive, and as amended in Official Records Book 1527, Pages 350 through 356, inclusive; and,

the owner and holder of all the property as described in Article I and III as set forth in Composite "Exhibit A" of said Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase I" property on the date of the execution and recording of said Declaration of Condominium; and,

the owner and holder of all the property as described in "Exhibit A" of said Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase II" property on the date of the execution and recording of said Amendment thereto; and,

as the present owner and holder of the property as described on "Exhibit A-1" attached hereto and made a part hereof this Second Amendment, which property is in the aggregate designated as the "Phase III", "Phase IV" and "PHASE V" property on said Exhibit,

in accordance with the provisions of Paragraph 17 of the Prospectus entitled "Phased Condominium", and Article III, Paragraph A.3., of the Declaration of Condominium entitled "Phased Condominium", and the requirements of the Condominium Act of the State of Florida,

do hereby declare and submit to condominium ownership the property described in "Phase III" on the "Exhibit A-1" hereto, declaring and making said "Phase III" property a part of the Condominium and Condominium Property of Tra-Vigne', a Condominium.

FURTHER, THE DEVELOPER does hereby amend said Declaration of Condominium for Tra-Vigne', a Condominium, as reflected on the amended pages which are attached hereto and made a part hereof, and which amendments are in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS attributable to each Unit upon the addition of Phase III is established on "Exhibit B" attached hereto and made a part hereof, and which designation is in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

IN WITNESS WHEREOF, HALLMARK INVESTMENT ASSOCIATES, INC., has caused this SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF TRA-VIGNE', A CONDOMINIUM, ADDING PHASE III to be executed by its duly authorized officers and its seal to be affixed this 15th day of march, 1991.

IN THE PRESENCE OF:

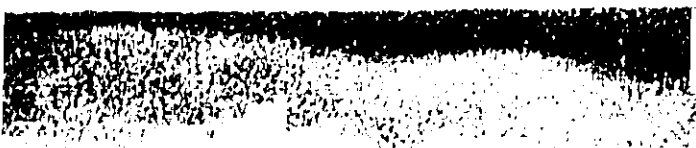
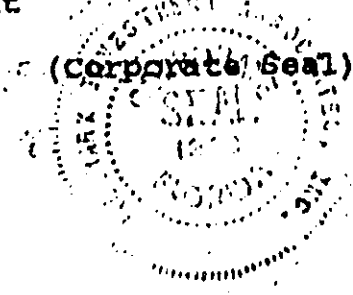
Diane Joesten
Witness

Shirley M. Loday
Witness

HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation

BY: Michael J. Procacci
Michael J. Procacci,
President

TERRY A. LURIE, P.A.
ATTORNEY-AT-LAW
20 WAPA BLVD.
NAPLES, FL 33999
813-353-0020



(Page 2 of Second Amendment to Declaration of Condominium
for 'Tra-Vigne', a Condominium)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared
MICHAEL J. PROCACCI, the PRESIDENT, of HALLMARK INVESTMENT
ASSOCIATES, INC., to me well known, and he acknowledged before me
that he executed, and delivered the foregoing Second Amendment for
the uses and purposes therein expressed, as such officer by and on
behalf of said Corporation, and as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at
Naples, Florida, said County and State, this 1st day of
March 1991.



Notary Public

My Commission Expires:



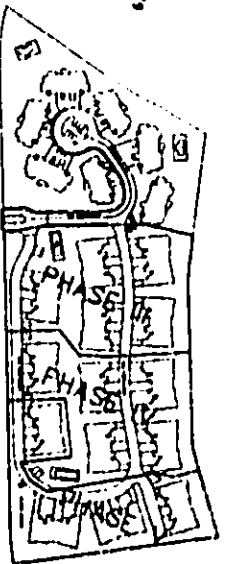
(SEAL)

THIS INSTRUMENT PREPARED BY: Law Office of Terry A. Lurie, P.A.
20 Napa Boulevard
Naples, FL 33999
(813) 353-0020

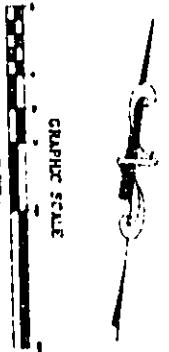
TRA-VIGNE', A CONDOMINIUM

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

PHASE PLAN
PHASES III, IV AND V



CONDOMINIUM BOOK _____ PAGE _____



PHASE III

A PORTION OF TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE III OF THIS PLAN AS FOLLOWS:

CONDOMINIUM UNIT ONE, PHASE III, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE III OF THIS PLAN AS FOLLOWS:

CONDOMINIUM UNIT ONE, PHASE III, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE III OF THIS PLAN AS FOLLOWS:

PHASE IV

A PORTION OF TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE IV OF THIS PLAN AS FOLLOWS:

CONDOMINIUM UNIT ONE, PHASE IV, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE IV OF THIS PLAN AS FOLLOWS:

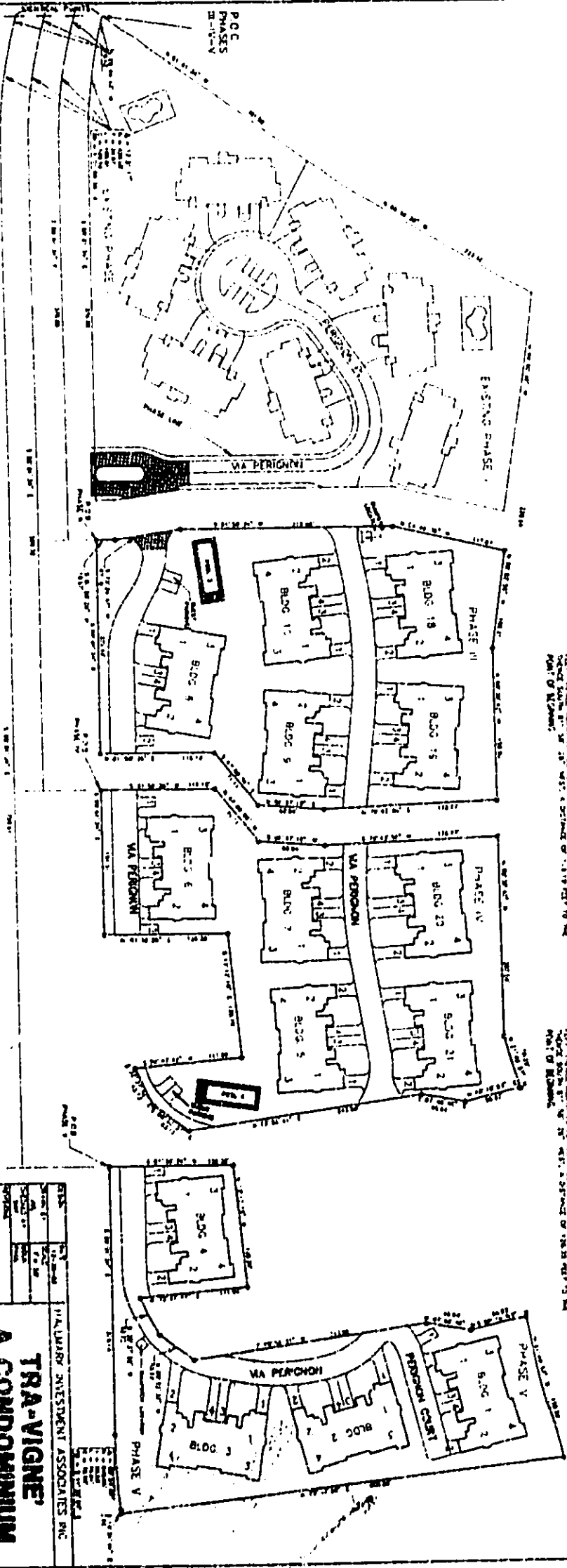
CONDOMINIUM UNIT ONE, PHASE IV, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE IV OF THIS PLAN AS FOLLOWS:

PHASE V

A PORTION OF TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE V OF THIS PLAN AS FOLLOWS:

CONDOMINIUM UNIT ONE, PHASE V, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE V OF THIS PLAN AS FOLLOWS:

CONDOMINIUM UNIT ONE, PHASE V, TRACT 'E', THE VINEYARDS UNIT ONE, AS RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, IS SHOWN IN PHASE V OF THIS PLAN AS FOLLOWS:



TRA-VIGNE'
A CONDOMINIUM

HILTI INVESTMENT ASSOCIATES, INC.

ARCHITECT

ENGINEER

LANDSCAPE ARCHITECT

PLANNING

CONTRACTOR

GENERAL CONTRACTOR

CONCRETE CONTRACTOR

MECHANICAL CONTRACTOR

ELECTRICAL CONTRACTOR

PAINTING CONTRACTOR

ROOFING CONTRACTOR

GLAZING CONTRACTOR

IRONWORK CONTRACTOR

STEEL ERECTION CONTRACTOR

WELDING CONTRACTOR

CONCRETE FINISHING CONTRACTOR

PLASTER CONTRACTOR

PAINT CONTRACTOR

LANDSCAPE CONTRACTOR

IRRIGATION CONTRACTOR

LANDSCAPE LIGHTING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

CONCRETE PAVING CONTRACTOR

CONCRETE CURBING CONTRACTOR

CONCRETE FORMWORK CONTRACTOR

SHEET 3 OF 8

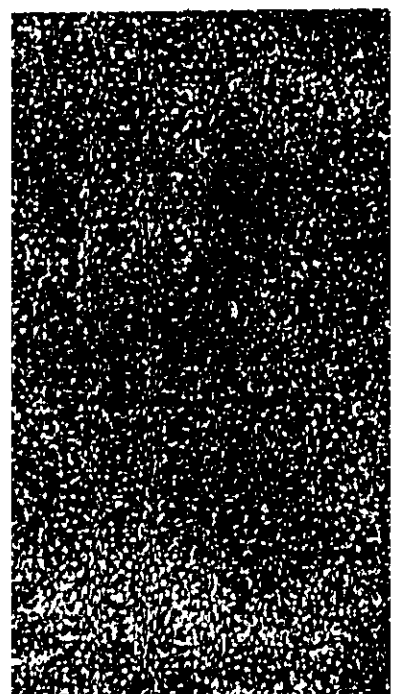
"Exhibit B"

ESTIMATED OPERATING EXPENSES (PHASE I, PHASE II and PHASE III) 41 UNITS

<u>Expense Item</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
Administration of Association	\$ 31.00	\$ 92.00	\$ 369.00
Management Fees	n/a	n/a	n/a
Grounds/Landscape Maintenance	1,500.00	4,500.00	18,000.00
Pool Maintenance	195.00	585.00	2,340.00
Rent for Commonly Used Facilities	n/a	n/a	n/a
Taxes on Association Property	n/a	n/a	n/a
Taxes upon Leased Areas	n/a	n/a	n/a
Insurance	1,045.00	3,135.00	12,540.00
Electricity (Common Elements)	283.00	850.00	3,400.00
Gas	n/a	n/a	n/a
Irrigation Water (Common Elements)	163.00	488.00	1,950.00
Garbage Pickup	98.00	294.00	1,175.00
Pest Control	40.00	120.00	480.00
Security Provisions	n/a	n/a	n/a
Legal & Audit Expenses	50.00	150.00	600.00
Equipment & Supplies	57.00	171.00	685.00
Operating Capital	n/a	n/a	n/a
Miscellaneous	20.00	60.00	240.00
Annual Fees, Division of Land Sales (Condominiums & Mobile Homes)	3.00	10.00	41.00

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	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
Reserves:			
Roof Replacement *			
Estimated life - 20 years **			
Current estimated replacement cost - \$43,200.00	180.00	540.00	2,160.00
** Estimated remaining useful life - 19 years on 9 units - Balance \$465.00			
Building Repainting *			
Estimated life - 5 years **			
Current estimated cost - \$10,500.00	175.00	525.00	2,100.00
** Estimated remaining useful life - 4 years on 9 units - Balance \$525.00			
Pavement Resurfacing *			
Estimated life - 15 years **			
Current estimated cost - \$ 5,560.00	31.00	93.00	370.00
** Estimated remaining useful life - 14 years Balance \$90.00			
Pool Refurbishment *			
Estimated life - 20 years **			
Current estimated cost - \$105,000.00	437.00	1,312.00	5,250.00
** Estimated remaining useful life - 19 years on 1 pool - Balance -0-			
TOTALS (with reserves)	\$4,308.00	\$12,925.00	\$51,700.00
NOTES: *These Budget items are reserves mandated by statute unless waived by the unit owners.			
TOTALS (without reserves)	\$3,485.00	\$10,455.00	\$41,820.00

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BUDGET NOTES

1. This Budget represents the estimated cost of operating the Condominium Association for the first twelve months, which period is expected to begin during 1989. These figures are estimates only.

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2. Utility and Other Services:

(a) Telephone - Unit owners individual expense.

(b) Electric - Each unit has its own meter and will be individually billed. For common areas, there is a separate meter and the electric bills for this area will be an Association expense.

(c) Irrigation and Water - Metered to Association, and cost is included in estimated operating Budget as a common expense.

(d) Other Matters - Unit owners will be responsible for paying own personal insurance, personal property tax, etc.

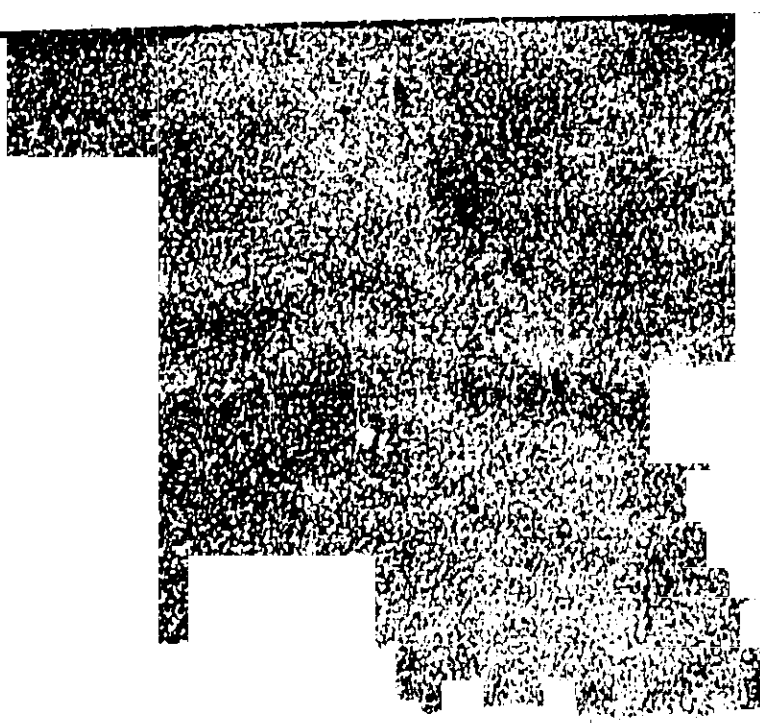
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3. Slight differences in totals caused by rounding of figures.

ESTIMATED MONTHLY, QUARTERLY AND ANNUAL
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>UNIT NO</u>	<u>% SHARE OF COMMON ELEMENTS</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>ANNUALLY</u>
All Units	1/41			
Without Reserves		\$ 85.00	\$255.00	\$1,020.00
With Reserves		\$105.08	\$315.25	\$1,260.98
Guaranteed by Developer for 1990		\$ 89.41	\$268.20	\$1,072.90
Developer for 1991		\$102.82	\$308.50	\$1,233.80

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE UNIT ASSESSMENTS. THE DEVELOPER HAS GUARANTEED THE ASSESSMENTS AT THIS LEVEL FOR A PERIOD BEGINNING THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSING OF SALE FOR THE FIRST UNIT, AND ENDING ON DECEMBER 31, 1991, OR SUCH EARLIER TIME AS THE DEVELOPER RELINQUISHES CONTROL, OR NO LONGER CONTROLS THE CONDOMINIUM. INFORMATION REGARDING THE GUARANTEE IS LOCATED AT PAGE xiii, PARAGRAPH 15 OF THE PROSPECTUS, AND AT SECTION XXIX OF THE PURCHASE AGREEMENT.



THE FOLLOWING THIRTY-TWO (32) PAGES
REPRESENT AMENDED PAGES
TO THE
DECLARATION OF CONDOMINIUM
FOR
TRA-VIGNE', A CONDOMINIUM

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TRA-VIGNE'
A CONDOMINIUM
INDEX OF CONTENTS AND EXHIBITS OF PROSPECTUS

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The Front Cover	First Page
Summary	Second Page
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Description of Condominium	i, paragraphs 2 and 3, ii, ii(a), iii, iv, iv(a), v, and v(a)
Completion Date of Condominium	vii, paragraph 4
Plot Plan and Survey	vii, paragraph 5
Maximum Number of Units that will use Facilities	vii, paragraph 6
Fee Simple Ownership	vii, paragraph 7
Lease of Condominium Units	vii, paragraph 8
Rental of Condominium Units	viii, paragraph 9
Arrangements for Management of the Association and Maintenance and Operation of the Condominium Property	viii, paragraph 10
Provisions Relating to Control of Condominium by any Person Other than Unit Owners	viii, paragraph 11
Manner in which Needs for Utilities and Other Services will be met	viii, paragraph 12, viii(a)
Apportionment of Common Expenses and Ownership of Common Elements	ix, paragraph 13
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PROSPECTUS

1. Name and Location of the Condominium.

The name of the condominium is 'TRA-VIGNE', A condominium. It is located on a parcel of land in the County of Collier, Florida. Reference should be made to Composite Exhibit "A" of the Declaration of Condominium for a graphic description of the location of the Condominium.

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2. Description of the Condominium Property.

The condominium is designed to be constructed as a phased condominium, as provided in Chapter 718.403 of the Florida Statutes, with the undivided fractional interest of unit purchasers to be modified if and when the additional phases are completed. The condominium (Phase I) consists of three buildings, which buildings are two-stories in part and one-story in part and contain a total of nine (9) residential condominium units.

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If and when all contemplated additional phases are constructed and added to the condominium, the entire condominium will consist of five phases, containing a total of seventy-seven (77) units.

Phase II will consist of four buildings, which buildings are two-stories in part and one-story in part, and will contain not less than ten (10) and not more than twelve (12) residential units.

Phase III will consist of five buildings, which buildings are two-stories in part and one story in part, and will contain not less than sixteen (16) and not more than twenty (20) residential units.

Phase IV will consist of five buildings, which buildings are two-stories in part and one-story in part, and will contain not less than sixteen (16) and not more than twenty (20) residential units.

Phase V will consist of four buildings, which buildings are two-stories in part and one-story in part, and will contain not less than thirteen (13) and not more than sixteen (16) residential units.

3. Description of all Planned Phases.

Phase I of the condominium consists of three buildings which buildings are two-stories in part and one story in part. Each building will contain three (3) units designated as the "Chanter" (hereinafter designated as Unit "1"), the "Chandon" (hereinafter designated as Unit "2"), and the "Chappellet" (hereinafter designated as Unit "3"). The buildings of Phase I will be described as Building Nos. 15, 16 and 17.

Phase II of the condominium consists of four buildings, which buildings are two-stories in part and one-story in part, and contains not less than ten (10) and not more than twelve (12) units designated Unit Types "1", "2", and "3". Each building will contain three (3) units designated as the "Chanter" (hereinafter designated as Unit "1"), the "Chandon" (hereinafter designated as Unit "2"), and the "Chappellet" (hereinafter designated as Unit "3"). The buildings of Phase II will be described as Building Nos. 11, 12, 13 and 14.

Phase III of the condominium consists of five buildings, which buildings are two-stories in part and one-story in part, and contains not less than sixteen (16) and not more than twenty (20) units designated Unit Types "1", "2", "3" and "4". Each building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). The buildings of Phase III will be described as Building Nos. 8, 9, 10, 18 and 19.

Phase IV of the condominium consists of five buildings, which buildings are two-stories in part and one-story in part, and contains not less than sixteen (16) and not more than twenty (20) units designated Unit Types "1", "2", "3" and "4". Each building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). The buildings of Phase IV will be described as Building Nos. 5, 6, 7, 20 and 21.

Phase V of the condominium consists of four buildings, which buildings are two-stories in part and one-story in part, and contains not less than thirteen (13) and not more than sixteen (16) units designated Unit Types "1", "2", "3" and "4". Each Building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). The buildings of Phase V will be described as Building Nos. 1, 2, 3, and 4.

Reference should be made to Composite Exhibit "A" of the Declaration for a graphic description of the location of each phase of the condominium; it consists of the following:

BUILDING NOS. 15, 16, and 17

Phase I

Three (3) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of

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1,400 square feet of living space and numbered units 15-1, 16-1 and 17-1 and designated Unit Type "1".

Three (3) three bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 1,800 square feet of living area and numbered units 15-2, 16-2 and 17-2 and designated Unit Type "2".

Three (3) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 15-3, 16-3 and 17-3 and designated Unit Type "3".

TOTAL 9 UNITS

Phase I will contain enclosed garages, landscaping, self contained laundry facilities within each unit and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 11, 12, 13 and 14

Phase II

Four (4) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 11-1, 12-1, 13-1 and 14-1 and designated as Unit Type "1".

Four (4) two bedroom, two bath carriage house condominium units containing a maximum of 2,100 square feet of living area and a minimum of 2,000 square feet of living area and numbered units 11-2, 12-2, 13-2 and 14-2 and designated Unit Type "2".

Four (4) two bedroom, two bath condominium units containing a maximum of 1,500 square feet of living area and a minimum of 1,400 square feet of living area and numbered units 11-3, 12-3, 13-3, and 14-3 and designated Unit Type "3".

TOTAL 12 UNITS

Phase II will contain enclosed garages, landscaping and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 8, 9, 10, 18 and 19

Phase III

Five (5) three bedroom, two and one-half bath condominium units containing a maximum of 2,646 square feet of living area and a minimum of 2,087

square feet of living area and numbered units 8-1, 9-1, 10-1, 18-1 and 19-1 and designated Unit Type "1".

Five (5) two bedroom, two and one-half bath condominium units containing a maximum of 2,439 square feet of living area and a minimum of 1,877 square feet of living area and numbered units 8-2, 9-2, 10-2, 18-2 and 19-2 and designated Unit Type "2".

Five (5) three bedroom, two and one-half bath condominium units containing a maximum of 2,804 square feet of living area and a minimum of 2,265 square feet of living area and numbered units 8-3, 9-3, 10-3, 18-3 and 19-3 and designated Unit Type "3".

Five (5) two bedroom, two and one-half bath condominium units containing a maximum of 2,623 square feet of living area and a minimum of 2,085 square feet of living area and numbered units 8-4, 9-4, 10-4, 18-4 and 19-4 and designated Unit Type "4".

TOTAL 20 UNITS

Phase III will contain enclosed garages, landscaping, laundry facilities and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 5, 6, 7, 20, and 21

Phase IV

Five (5) three bedroom, two and one-half bath condominium units containing a maximum of 2,646 square feet of living area and a minimum of 2,087 square feet of living area and numbered units 5-1, 6-1, 7-1, 20-1 and 21-1 and designated Unit Type "1".

Five (5) two bedroom, two and one-half bath condominium units containing a maximum of 2,439 square feet of living area and a minimum of 1,877 square feet of living area and numbered units 5-2, 6-2, 7-2, 20-2 and 21-2 and designated Unit Type "2".

Five (5) three bedroom, two and one-half bath condominium units containing a maximum of 2,804 square feet of living area and a minimum of 2,266 square feet of living area and numbered units 5-3, 6-3, 7-3, 20-3 and 21-3 and designated Unit Type "3".

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Five (5) two bedroom, two and one-half bath condominium units containing a maximum of 2,623 square feet of living area and a minimum of 2,085 square feet of living area and numbered units 5-4, 6-4, 7-4, 20-4 and 21-4 and designated Unit Type "4".

TOTAL 20 UNITS

Phase IV will contain enclosed garages, landscaping, laundry facilities and other matters, as identified on Composite Exhibit "B".

BUILDING NOS. 1, 2, 3 and 4

Phase V

Four (4) three bedroom two and one-half bath condominium units containing a maximum of 2,646 square feet of living area and a minimum of 2,087

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square feet of living area and numbered units 1-1, 2-1, 3-1 and 4-1 and designated Unit Type "1".

Four (4) two bedroom, two and one-half bath condominium units containing a maximum of 2,439 square feet of living area and a minimum of 1,877 square feet of living area and numbered units 1-2, 2-2, 3-2 and 4-2 and designated Unit Type "2".

Four (4) three bedroom, two and one-half bath condominium units containing a maximum of 2,804 square feet of living area and a minimum of 2,266 square feet of living area and numbered units 1-3, 2-3, 3-3 and 4-3 and designated Unit Type "3".

Four (4) two bedroom, two and one-half bath condominium units containing a maximum of 2,623 square feet of living area and a minimum of 2,085 square feet of living area and numbered units 1-4, 2-4, 3-4 and 4-4 and designated Unit Type "4".

TOTAL 16 UNITS

Phase V will contain enclosed garages, landscaping, and other matters as identified on Composite Exhibit "B".

4. If the additional phases are developed and added to the condominium, such action will have the following impact:

A. Reduction in the applicable fractional share on ownership in the common elements.

B. A dilution of individual voting power by increasing the number of votes.

C. Expansion of the condominium property.

D. Increase in the number of units.

E. Aggregate expenses attributable to maintenance, operation and management of the condominium will be increased.

F. Unit owners in the new phase will be required to contribute to the above expenses, relating to the common elements and the older phase(s) and vice-versa. Such expenses may be reasonably anticipated to be higher with respect to the older phase(s) as a result of age and, therefore, unit owners in the new phase may be contributing a somewhat disproportionately higher share of common expenses of the entire condominium.

G. Insurance burdens may be increased, as may the risk of injuries or damages to the property occurring on the common elements by reason of the fact that the common elements may be more extensive.

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The estimated date of completion of the condominium is in the Purchase Contract in paragraph XXX thereof.

The estimated completion dated for each phase of the condominium is as follows:

Phase I will be completed and added to the condominium no later than June 30, 1989.

Phase II will be completed and added to the condominium no later than December 31, 1990.

Phase III will be completed and added to the condominium no later than December 31, 1992.

Phase IV will be completed and added to the condominium no later than December 31, 1994.

Phase V will be completed and added to the condominium no later than June 30, 1996.

The time period for completion of all additional phases, if any, shall not exceed seven (7) years from the date of recording the Declaration of Condominium.

5. Plot Plan and Survey of the Condominium.

The plot plan and survey of the condominium is graphically described and set forth in Composite Exhibit "B" of the Declaration of Condominium.

6. Maximum Number of Units that Will Use the Facilities in Common with the Construction.

This condominium is a five (5) phase condominium that the Developer proposes to build in Collier County, Florida. The maximum number of units that will use the facilities in common with this condominium including all of the units in all of the completed phases is seventy-seven (77).

7. Fee Simple Interests.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

Title to the land which the Developer will submit to Condominium will be held in FEE SIMPLE.

ALL SALES OF UNITS IN THIS CONDOMINIUM WILL PROVIDE FOR THE TRANSFER TO THE PURCHASER OF A FEE SIMPLE TITLE TO THE UNIT.

8. Leasing of Units.

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The Developer does not presently intend to engage in a program of leasing unsold units, but reserves the right to do so. If a Unit has been previously occupied, the Developer will so advise the prospective purchaser in writing prior to the time that the purchaser is required to execute a purchase agreement.

9. Renting of Units.

Entire units in the condominium may be rented by the unit owner himself or through an authorized rental agent subject to the provisions of Article XIV N. of the Declaration and the rules and regulations of the Association. A unit owner renting his unit shall remain liable for any violations of restrictions and regulations by his tenant.

10. Management, Maintenance and Operation of the Condominium Property.

THE MANAGEMENT OF THE CONDOMINIUM PROPERTY SHALL BE HANDLED BY THE TRA-VIGNE' CONDOMINIUM ASSOCIATION.

Arrangements for the management, maintenance and operation of the condominium property shall be as provided for as the Board of Administration of the condominium may determine from time to time.

11. Developer Control of the Association.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Article VII, Paragraph 7.3 of the Articles of Incorporation of the Association attached as an Exhibit to this Prospectus and Article IV, Paragraph C of the Bylaws of the Association attached as an Exhibit to this Prospectus set forth in detail this right of control.

12. Utility and Other Services.

Electricity for the condominium will be furnished by Florida Power and Light. Telephone services will be furnished by United Telephone Service. Storm drainage will be accomplished according to the requirements of Collier County. Trash and waste disposal will be provided by such waste disposal service as approved by Collier County. Currently Yahl Brothers is the approved disposal

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service. Water services will be furnished by Collier County.
Cable television service will be furnished by Golden Gate

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Cablevision. Sanitary sewer service and irrigation water will be provided by Vineyards Utility, Inc.

13. Apportionment of Common Expenses and Ownership of Common Elements.

The common expenses and ownership of common elements have been apportioned among the units on the basis of fractional share of the total number of units within the condominium. Article IX of the Declaration of Condominium and Composite Exhibit "E" set forth the apportionment of common elements and ownership of common elements for each particular unit.

14. Recreational and Other Common Facilities.

The maximum number of dwelling units which will use the recreational facilities in common with the condominium is seventy-seven (77).

The following facilities ("Recreational Facilities") are to be built concurrently with each phase of the condominium to be built as shown on Composite Exhibit "B" and will be used only by unit owners of the Condominium, their guests, persons leasing or renting units in the Condominium, or owners of other property units constructed on lands designated for future phases, if such phases are not constructed:

PHASE I

One (1) free-form, unheated swimming pool which will have a capacity of not less than 15,800 gallons and a maximum depth of four (4) feet at its deepest point, with a capacity of 30 people. The swimming pool will be surrounded by a pool deck, approximately thirty (30) feet by fifty (50) feet in size inclusive of the pool areas. The pool will be located within Phase I as identified in Composite Exhibit "B" and will be substantially in the form as specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Building Nos. 15, 16 and 17. The maximum number of dwelling units which will use the facility in common with the condominium is 9.

PHASE II



One (1) free-form, unheated swimming pool which will have a capacity of not less than 15,800 gallons and a maximum depth of four (4) feet at its deepest point, with a capacity of 30 people. The swimming pool will be surrounded by a pool deck, approximately thirty (30) feet by fifty (50) feet in size, inclusive of the pool area. The pool will be located within Phase II as identified in Composite Exhibit "B" and will be substantially in the form as specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Building Nos. 11, 12, 13 and 14. The maximum number of dwelling units which will use the facility in common with the condominium is 12.

PHASE III

One (1) unheated swimming pool which will be no less than fifteen (15) feet by fifty-two (52) feet in size and four (4) feet in depth at its deepest point, with a capacity of 50 people. The swimming pool will be enclosed by a pool deck which shall not be less than sixty-six feet by twenty-three (23) feet in size inclusive of the pool area. The pool will be located within Phase III as identified in composite Exhibit "B-1" and will be substantially in the form specified in the swimming pool detail contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common areas for Buildings Nos. 8, 9, 10, 18, 19, and 6, (Phase III and Building 6 of Phase IV). The maximum number of dwellings units which will use the facility in common with the condominium is 24.

PHASE IV

One (1) unheated swimming pool which will be no less than fifteen (15) feet by fifty-two (52) feet in size and four (4) feet in depth at its deepest point, with a capacity of 50 people. The swimming pool will be enclosed by a pool deck which shall not be less than sixty-six feet by twenty-three (23) feet in size inclusive of the pool area. The pool will be located within Phase IV as identified in Composite Exhibit "B-1" and will be substantially in the form specified in the swimming pool detail

contained in that Exhibit. There will be no pool house. The swimming pool will be a limited common element for Buildings Nos. 5, 7, 20, 21, 1, 2, 3, and 4 (Phases IV and V less Building 6 of Phase IV).

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The maximum number dwelling units which will use the facility in common with the condominium is 32.

PHASE V

The pool will be located within Phase IV as identified in Composite Exhibit "B-1" and will be substantially in the form as specified in the swimming pool detail contained in that Exhibit.

In addition to the Recreational Facilities, all Unit Owners of the Condominium, their guests, persons leasing or renting a unit(s) in the Condominium, or Owners of other residential property units constructed on lands designated for future phases, if such phases are not constructed, shall be entitled to use the Common Areas located within The Vineyards, as described in the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards attached hereto as Composite Exhibit "L".

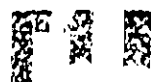
The obligation of the developer to build the Recreational Facilities shall arise during the construction of each phase of the Condominium to be built.

The developer does not make any commitment to furnish any personal property, but the developer may furnish items of personal property for use with the Recreational Facilities.

The Recreational Facilities are for the use and benefit of the Condominium. The Recreational Facilities will be limited common elements of the Condominium.

The Tra-Vigne' Condominium Association (the "Association") will be responsible for maintenance, management, upkeep and replacement of the Recreational Facilities. The Association will assess the units entitled to use the Recreational Facilities for

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Developer guarantees that the assessments for common expenses for calendar year 1989 will not increase above the dollar figures in the Estimated Operating Budget for the first twelve (12) months of the condominium, as pro-rated for the months during 1989 for which assessments are actually due. Developer further guarantees that assessments for calendar years 1990 and 1991 will not increase to more than the following amount for each unit:

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
1990	89.41	268.20	1,072.90
1991	102.82	308.50	1,233.80

The developer will fund any shortfall produced by the collection of assessments at the guaranteed levels for 1990 and 1991, and those portions of 1989 covered by this guarantee. In exchange for this guarantee, developer will not pay assessments on unsold units. This composite guarantee begins upon the first day of the fourth month following the closing of the purchase and sale of the first condominium unit, and ends on December 31, 1991, or until the date the developer relinquishes control or no longer controls the condominium, whichever first occurs.

17. Phased Condominium.

A. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. THE PHASING IS DESCRIBED IN PARAGRAPH 2 OF THE TEXT ON PAGE (1) AND IN ARTICLE III, PARAGRAPH A OF THE DECLARATION OF CONDOMINIUM ATTACHED AS AN EXHIBIT.

B. Reservation of Right to Add Additional Phases and Description of Phases of the Condominium.

1. The Developer may and hereby reserves the right to develop the Condominium in up to five (5) phases, to be designated as Phases I, II, III, IV and V, respectively. The Phases I-V are legally described in Composite Exhibit "A". All land which may become a part of the Condominium, if all five (5) phases are submitted as part of the Condominium, is situated in Collier County, Florida.

2. The initial Phase of this Condominium (Phase I) will be declared and submitted to condominium

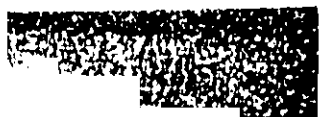
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pursuant to this Declaration as set forth in Articles I and III, the legal description of which is set forth in Composite Exhibit "A".

3. Until seven (7) years after the date of the recording of the Declaration of Condominium, the Developer shall have and hereby reserves the right to amend this Declaration, by recording in the Public Records of Collier County, Florida, an amendment or amendments executed solely by the Developer submitting to the condominium form of ownership, and expanding this condominium to include, any and all of the additional phases of the Condominium legally described and graphically depicted in Composite Exhibits "A" and "B" attached hereto, as Phases II, III, IV, and V, respectively (Phases II-V being sometimes herein referred to as the "Additional Phases"). Phase II, if submitted to condominium ownership as part of the Condominium, will include four residential buildings which are two-stories in part and one-story in part, and will contain a maximum of twelve (12) and a minimum of ten (10) dwelling units; Phase III, if submitted to condominium ownership as part of the Condominium, will include five (5) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of twenty (20) and a minimum of sixteen (16) dwelling units; Phase IV, if submitted to condominium ownership as part of the Condominium will include five (5) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of twenty (20) and a minimum of sixteen (16) dwelling units; Phase V, if submitted to condominium ownership as part of the Condominium, will include four (4) residential buildings, which buildings are two-stories in part and one-story in part, and will contain a maximum of sixteen (16) and a minimum of thirteen (13) dwelling units; for a maximum total of

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fifty-six (56) units, each with the approximate size, boundaries and descriptions of the Units, Common Elements and Limited Common Elements to be similar to that described in Article III of the Declaration of Condominium attached hereto as an exhibit.

4. If and when any of the Additional Phases are submitted to condominium ownership as a part of this Condominium, all definitions and provisions of said Declaration, and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall apply to all units, common Elements and Limited Common Elements in such Additional Phase or Phases except for descriptions and sizes of particular units, common elements and limited common elements which may differ.

5. An amendment to the Declaration of Condominium, attached hereto as an exhibit, executed by the Developer pursuant to this Article III, shall be effective at the time of filing of the amendment in the Public Records of Collier County, Florida, and shall be effective and binding on all unit owners and units within the Condominium. The joinder or consent of unit owners or mortgagees shall not be necessary for such an amendment to be effective.

6. The Developer shall not be obligated to declare and submit any, all or any combination of the Phases II-V property, as a part of the Condominium, or to declare any one of them if it declares any other or others of them to be a part of the Condominium Property, or to add them to the Condominium, if at all, in ascending numerical order or any other particular order. The Developer shall have and reserves the right to develop (including as a separate condominium or condominiums) or sell any, all or a portion of such property in any manner or to any person or entity free of any restriction hereunder.

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with their undivided interest therein being as set forth or determined in the applicable schedule of Composite Exhibit "E" attached hereto.

C. The maximum number of buildings containing units will be twenty-one (21), the total number of units in each building will not exceed four (4) and shall not be less than three (3). The square footage of the units that may be contained with each of Phases III, IV and V, which may be added to the condominium will be no less than 1,877 total square feet and no more than 3,100 square feet in total area.

D. Reference to "substantial changes" in additional buildings and units per Florida Statutes 718.504(14)(c).

18. Use Restrictions.

Use of the Condominium property, as provided for in Article XIV of the Declaration of Condominium beginning on Page 36, shall be in accordance with the following provisions:

A. Units. Each of the Units shall be occupied only by an Owner, members of his or her family, his or her servants, guests and lessees, as a residence and for no other purpose. Where title to a Unit is held in a partnership, trust, corporation or other than individual name or names, the Unit Owner(s) shall, by certificate delivered to the Secretary of the Association, appoint a Designated Family as the primary occupant entitled to use of the Unit and name one (1) member of the Designated Family as the Voting Member. In such case, no more than one (1) family occupant may be designated at a time, unless the Board of Directors of the Association consents. Where title to a Unit is held in the name of any individual (with or without spouse) or jointly with another individual (with or without spouse), the Unit Owners may designate the families of all Unit Owners as the primary occupants entitled to use of the Unit but shall, by certificate delivered to the Secretary of the Association, designate one (1) of the Unit Owners as the Voting Member.

The Board of Directors shall have the right to approve or disapprove each Designated Family. No Unit may be divided

to be built, although the Developer may make non-material changes in the legal description of each phase.

Each phase, if and as each is added to the Condominium, shall contain no less than nine (9) Units and not more than twenty (20) Units. Phase I of the Condominium shall consist of three (3) buildings, which buildings shall not exceed two (2) stories in height. The Units are designated as the "Chanter", the "Chappellet" and the "Chandon" (hereinafter Unit Types 1, 2, and 3, respectively. Unit Type 1 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area. Unit Type 2 shall contain a minimum of 1,800 square feet of living area and a maximum of 2,100 square feet of living area. Unit Type 3 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area.

Phase II of the Condominium shall consist of four (4) buildings, which buildings shall not exceed two (2) stories in height. The Units are designated as the "Chanter", the "Chappellet" and the "Chandon" (hereinafter Unit Types 1, 2, and 3, respectively. Unit Type 1 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area. Unit Type 2 shall contain a minimum of 2,000 square feet of living area and a maximum of 2,100 square feet of living area. Unit Type 3 shall contain a minimum of 1,400 square feet of living area and a maximum of 1,500 square feet of living area.

Phases III and IV of the Condominium shall consist of five (5) buildings each, which buildings shall not exceed two (2) stories in height. The Units are designated as the "Tattinger" and the "Moet" (hereinafter Unit Types 1, 2, 3 and 4, respectively. Unit Type 1 shall contain a minimum of 2,087 square feet of living area and a maximum of 2,646 square feet of living area. Unit Type 2 shall contain a minimum of 1,877 square feet of living area and a maximum of 2,439 square feet of living area. Unit Type 3 shall contain a minimum of 2,266 square feet of living area and a maximum of 2,804 square feet of living area.

Unit Type 4 shall contain a minimum of 2,085 square feet of living area and a maximum of 2,623 square feet of living area.

Phase V of the Condominium shall consist of four (4) buildings, which buildings shall not exceed two (2) stories in height. The Units are designated as the "Tattinger" and the "Moet" (hereinafter Unit Types 1, 2, 3 and 4, respectively. Unit Type 1 shall contain a minimum of 2,087 square feet of living area and a maximum of 2,646 square feet of living area. Unit Type 2 shall contain a minimum of 1,877 square feet of living area and a maximum of 2,439 square feet of living area. Unit Type 3 shall contain a minimum of 2,266 square feet of living area and a maximum of 2,804 square feet of living area. Unit Type 4 shall contain a minimum of 2,085 square feet of living area and a maximum of 2,623 square feet of living area.

Phase II of the Condominium, if developed, will consist of four (4) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than ten (10) Units and not more than twelve (12) Units. Phase II also will have enclosed garages, landscaping, and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase III of the condominium, if developed, will consist of five (5) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than sixteen (16) and not more than twenty (20) units designated Unit Types "1", "2", "3" and "4". Each building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). Phase III also will have enclosed garages, landscaping, and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase IV of the Condominium, if developed, will consist of five (5) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one

(1) story in part, and will contain not less than sixteen (16) and not more than twenty (20) units designated Unit Types "1", "2", "3" and "4". Each building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). Phase IV also will have enclosed garages, landscaping and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

Phase V of the Condominium, if developed will consist of four (4) buildings and the Land indicated on Composite Exhibit "B", which buildings will be two (2) stories in part and one (1) story in part, and will contain not less than thirteen (13) and not more than sixteen (16) units designated Unit Types "1", "2", "3" and "4". Each building will contain four (4) units designated as the "Tattinger" (hereinafter designated as Units "1" and "3"), and the "Moet" (hereinafter designated as Units "2" and "4"). Phase V also will have enclosed garages, landscaping and other matters, as identified on the drawing attached hereto as Composite Exhibit "B".

3. Each Unit's undivided share of ownership in the Common Elements and Common Surplus, if any, and each Unit's proportionate share in the Common Expenses, as each phase is added, if each phase is so added, shall be computed by the following formula for reallocating each Unit's proportion or percentage of ownership in the Common Elements and manner of sharing Common Expenses and owning Common Surplus as additional Units are added to the Condominium by the addition of any land: the number of Unit(s) owned by a Unit Owner divided by the total number of Units submitted to Condominium.

4. BY THIS DECLARATION, THE DEVELOPER IS SUBMITTING TO THE CONDOMINIUM FORM OF OWNERSHIP ONLY PHASE I AND IS SPECIFICALLY RESERVING THE RIGHTS TO ADD OR NOT ADD, IN ITS SOLE DISCRETION, THE ADDITIONAL PHASES REFERENCED HEREIN AND DESCRIBED ON THE ATTACHED COMPOSITE EXHIBIT "B". FURTHER, THE DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO DEVELOP THE PHASES IN ANY ORDER WHICH IT DEEMS ADVISABLE, IN ITS SOLE DISCRETION, REGARDLESS OF THE DESIGNATED NUMBER OF THE PHASE. FURTHER, THE DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE, ALTER, VARY, OR MODIFY, SUBJECT TO THE PROVISIONS OF THE CONDOMINIUM ACT, THE SIZE, NUMBER, STYLE AND FLOOR PLAN OF THE UNITS CONTAINED IN PHASE I.

5. The Recreation Area and Facilities (the "Recreational Facilities") indicated on Composite Exhibit "B" and the entrance

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Road, indicated on Composite Exhibit "B", will be owned by The Association. The Recreational Facilities, if built, and the Entrance Road will be maintained by the Tra-Vigne'

Condominium Association (the "Association") solely for the use and benefit of and solely at the expense of the owner of residential property units within the land depicted on Composite Exhibit "B". The Recreational Facilities will include one (1) swimming pool constructed and located within Phase I and said pool being a limited common element for the buildings and units constructed in Phase I. One (1) swimming pool will be constructed and located within Phase II and said pool being a limited common element for the buildings and units constructed in Phase II. Two (2) additional swimming pools will be constructed and located within Phases III and IV, respectively, and each swimming pool being a limited common element for the buildings and units constructed in Phases III, IV and V, respectively. If the Recreational Facilities are developed, then the Common Expenses will increase to include the assessment by the Association for the maintenance of the Recreational Facilities and any reserves provided therefor. In any event, the Recreational Facilities shall be built concurrently with each phase that is submitted to the Condominium.

In addition to the Recreational Facilities, all Unit Owners of the Condominium, their guests, persons leasing or renting a Unit(s) in the Condominium, or Owners of other residential property units constructed on lands designated for future phases, if such phases are not constructed, shall be entitled to use the Common Areas located within The Vineyards, as described in the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards attached hereto as Composite Exhibit "L".

6. The membership vote and other appurtenances relating to membership in the Association attributable to each Unit in each phase as each phase is added can be computed by means of the formula above-described. The results, if any phase or phases are not developed and added as part of the Condominium, can also be computed by means of said formula.

7. Timeshare estates will not be created with respect to Units in any phase.

8. The Developer reserves the right, subsequent to the recording of this Declaration of Condominium, to change: the estimated completion date of any Phase; the size, configuration and boundaries for any Phase; the location of proposed building and improvements; the Unit's percentage of ownership in the common elements as each Phase is added; the membership vote and ownership in the Association attributable to each Unit in each Phase;

provided, however, the Developer amends this Declaration accordingly and such amendment is consistent with the provisions of Section 718.403(2), Florida Statutes.

9. Composite Exhibit "B" identifies the Condominium units, Common Elements, and Limited Common Elements in relation to each other, shows the proposed phases, as yet not substantially complete and, if and when such construction is substantially completed, the Developer shall amend this Declaration to include the certificate required by Section 718.104(4)(e), Florida Statutes.

Each Condominium Unit is identified by specific number and no Condominium Unit bears the same designation as any other Condominium Unit. Similarly, any parking space constituting a Limited Common Element bears a different designation from all other parking spaces constituting Common Element.

10. If all Phases are added, the Condominium shall consist of not less than sixty-two (62) total Units and not more than seventy-seven (77) total Units and contain twenty-one (21) buildings.

11. All Units shall be sold as "fee simple" condominiums.

12. Developer reserves the right to change the interior design arrangement for any and all Units prior to contracting for the sale of said Units, and to alter the boundaries between Units, so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the common elements without amendment to this Declaration by approval of the Association of Unit Owners and Mortgagees of record, except as otherwise provided herein. If Developer shall make any changes in the boundaries between Units so authorized, such changes shall be reflected by an Amendment to this Declaration.

13. The time period for completion of all additional phases of the condominium, if any, shall not exceed seven (7) years from the date of recording the declaration of condominium or extend beyond June 30, 1996, whichever is earlier.

portion as their percentage of ownership interest in the Common Elements, as specified and set forth in Composite Exhibit "E" attached hereto. The foregoing ratio of sharing Common Expenses, Assessments and of owning Common Surplus shall remain, regardless of the purchase price of the Units and their locations.

ARTICLE X

ASSESSMENTS

The Association, through its Board of Directors, shall have the duty and power to fix, determine, make and collect Assessments, from time to time, Special Assessments, and such other Assessments as are provided for by the Condominium Act, this Declaration and the By-Laws.

A. SHARE OF COMMON EXPENSES. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as provided in Article IX and Composite Exhibit "E" of this Declaration.

B. COMMON EXPENSES INCLUDE. Common Expenses shall include, but not be limited to, the following: expenses of administration and management; property taxes and assessments against the Condominium Property (until such time as the taxes and assessments are made against the Condominium Units, individually, and thereafter, only such taxes and/or assessments, if any, as may be assessed against the Condominium as a whole, the Common Elements or any property owned by the Association); insurance premiums for fire, windstorm, flood and extended coverage insurance on the Condominium Property and Association Property, public liability insurance and such other insurance as the Association shall deem necessary; legal and accounting fees; management fees; maintenance, repair and replacement expenses (but only as to the Common Elements, Limited Common Elements, and portions of Units, if any, to be maintained by the Association pursuant to this Declaration, and property owned or leased by the Association, except for emergency repairs or replacements to Units deemed necessary to protect the Common Elements and properly chargeable to the individual Unit concerned); assessments of Master

Association; the creation of reasonable contingency or reserve requirements for the protection of Unit Owners and the Condominium Property (e.g. reserve for replacements and operating reserve to cover deficiencies in collections); all expenses for water and sewer service for the Common Elements, Limited Common Elements, and Units, if any, to be maintained by the Association pursuant to this Declaration, and property owned by the Association; all expenses declared to be Common Expenses by this Declaration; all expenses agreed upon as Common Expenses by the Association; all other expenses declared by the Board of Directors of the Association to be Common Expenses; and all expenses for any valid charge against the Condominium as a whole.

Unit Owners will pay either directly or indirectly for all their utility services including, but not limited to, water and sewer for the individual Unit. Cable television and telephone service will be paid for directly or on an individual Unit Owner basis. Electronic or automatic security systems, if ultimately supplied to the Condominium and available to Unit Owners, may be contracted for and paid directly to the supplier of said service by the Unit Owners or may be billed directly to the Association and made a part of the Common Expenses as the Board of Directors of the Association shall determine. Electricity for each Unit will be paid for directly to the supplier of said service on an individual Unit basis. Electricity and water service for the Common Areas will be a Common Expense. Trash, refuse and/or dumpster, and storm sewer service, if any, charges will be assessed as part of the Common Expenses.

C. NONAVOIDANCE OF ASSESSMENT LIABILITY. The liability for Assessments may not be avoided by either the waiver of the use or enjoyment of any Common Elements, or by the abandonment of the Unit against which the Assessment is made.

D. DUE DATE; INTEREST; APPLICATION OF PAYMENTS. The Board of Directors shall determine the Assessment for each year annually in advance of such year. The first annual Assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual

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Assessment against each Unit at least thirty (30) days in advance of each annual Assessment. Written notice of the annual Assessment shall be sent to every owner subject thereto. The due date shall be

action, sentence, clause, phrase or work, in other circumstances, shall not be affected thereby.

D. NOTICES. Whenever notices are required to be sent hereunder, the same may, except when specifically provided otherwise, be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their place of residence in the Condominium, unless the Unit Owners have, by written notice duly given, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by an affidavit of personal mailing or personal delivering of said notices. Notices to the Association shall be delivered by hand or by mail to the Secretary of the Association, and in the Secretary's absence, then to the President of the Association, and in his absence, to any member of the Board of Directors of the Association at either the office of the Association in the Condominium, if there be one, or to such person's residence in the Condominium.

Notices to the Developer shall be delivered by hand or mail to Hallmark Investment Associates, Inc., 20 Napa Boulevard, Naples, Florida 33999.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly given. Notices required to be given to the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party as his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any Mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage or constitutes major damage as hereinbefore defined;

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THE FOLLOWING SEVEN (7) PAGES

MARKED AS "EXHIBIT B-1"

REPRESENT ADDITIONAL EXHIBITS

TO THE

DECLARATION OF CONDOMINIUM

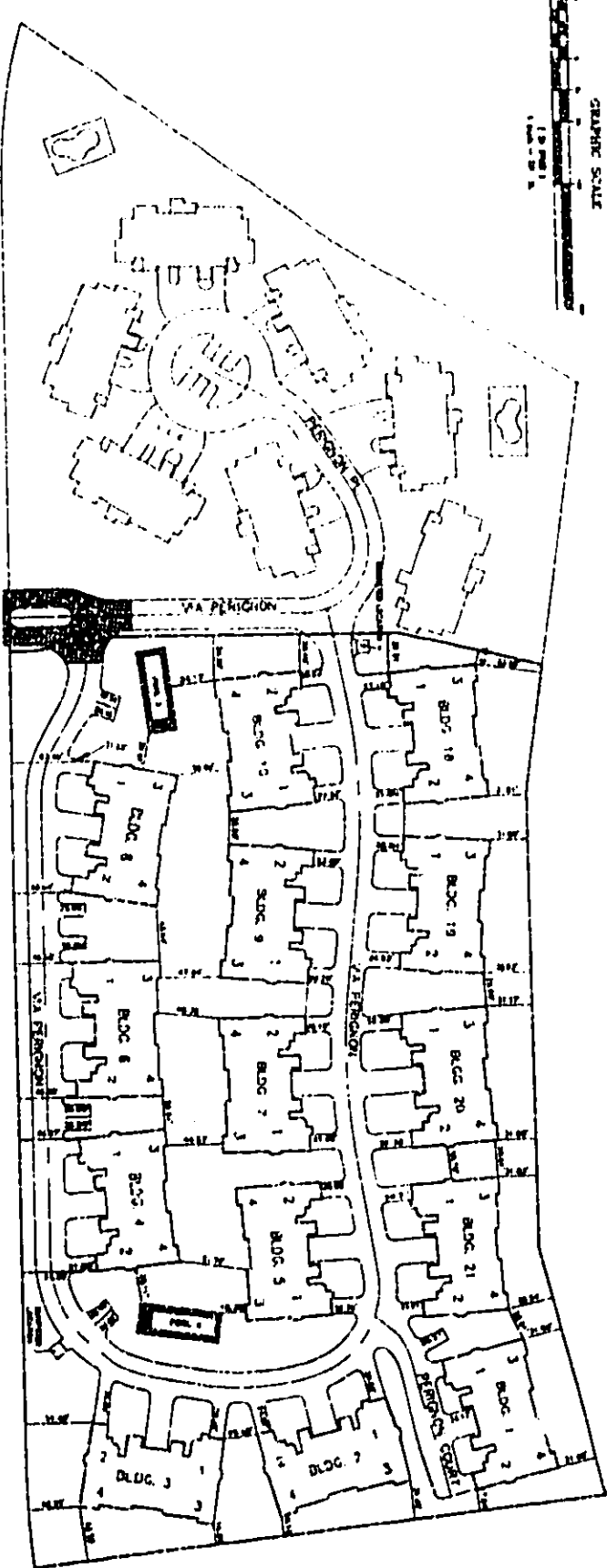
FOR

TRA-VIGNE', A CONDOMINIUM

TRA-VIGNE', A CONDOMINIUM

A PART OF TRACT 'E', THE VINEYARDS UNIT ONE
AS RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 74,
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

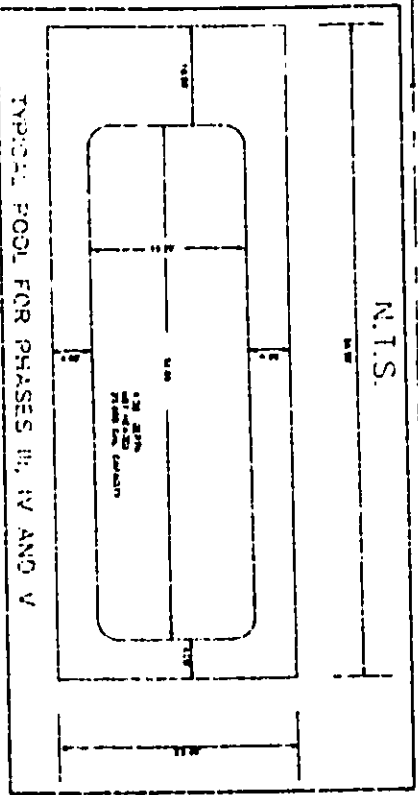
BUILDING LOCATION PLAN
PHASE III, IV, AND V



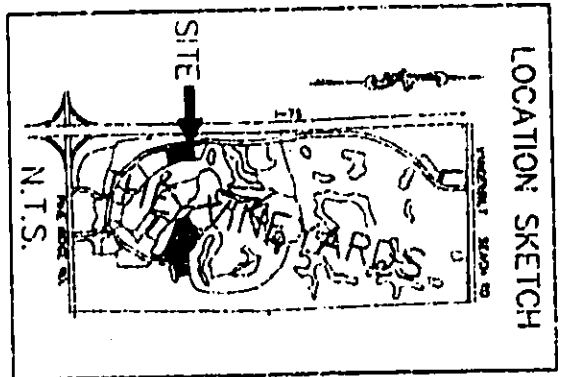
NOT TO SCALE
SEE PLAT BOOK 14, PAGES 87 THROUGH 74,
PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

VINEYARDS BLVD.

N.T.S.



SHEET 2 OF 8



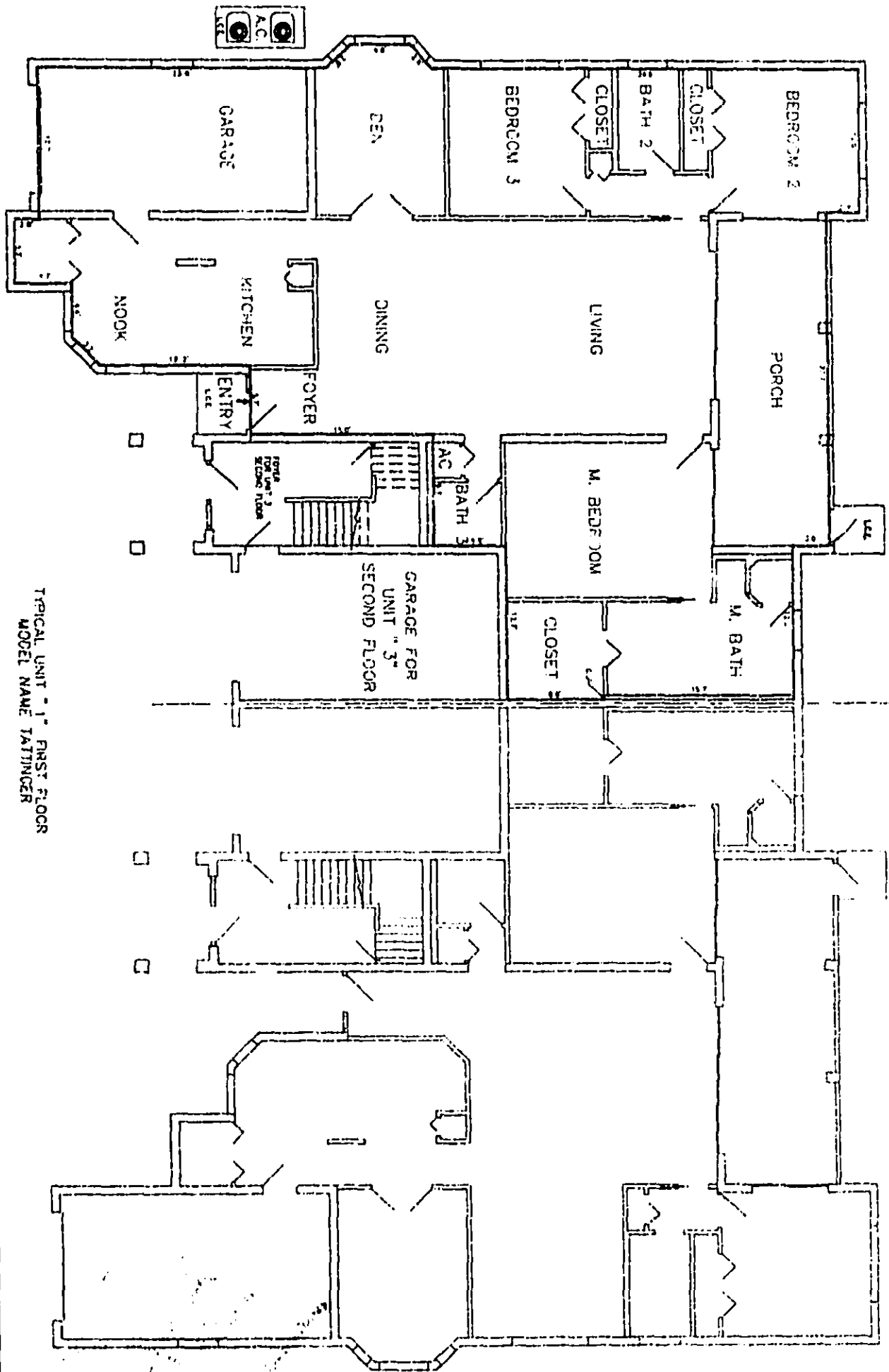
CONDOMINIUM BOOK _____ PAGE _____

DATE	BY	REVISION

HALLMARK BRESTWICK ASSOCIATES INC.

TRA-VIGNE' A CONDOMINIUM

Architect/Engineering



TYPICAL UNIT - 1ST FLOOR
MODEL NAME TATINGER

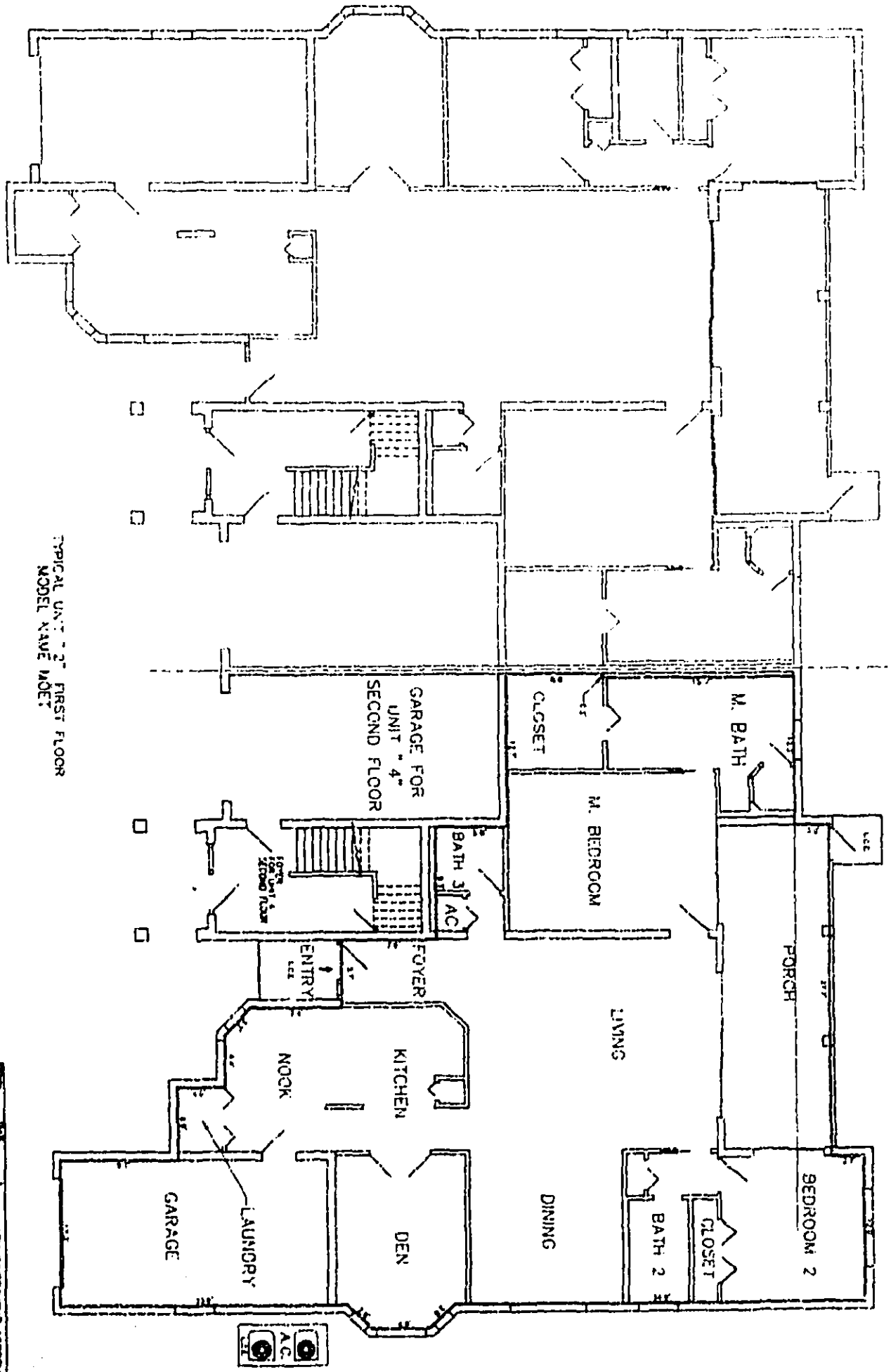


1) UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 2) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 3) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 4) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 5) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 6) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 7) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 8) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 9) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT. 10) THE UNIT MUST BE OCCUPIED FOR 90 DAYS PER YEAR BY THE OWNER OR A PERSON WHO RESIDES IN THE UNIT.

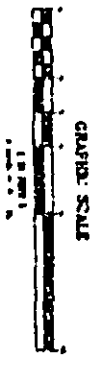
UNIT #	101
FLOOR	1
DATE	10/1/88
BY	TRAVIGNER
FOR	TRAVIGNER
PROJECT	TRAVIGNER

TRAVIGNER
A CONDOMINIUM

HALMARK INVESTMENT ASSOCIATES INC.
Architect/Engineer



TYPICAL UNIT - 2ND FIRST FLOOR
MODEL NAME: MOET



LEGEND:

- 1. WALL PLUMB AND FINISH INDICATIONS - SEE SHEET 11
- 2. DOOR AND WINDOW SCHEDULES - SEE SHEET 12
- 3. FLOOR FINISHES - SEE SHEET 13
- 4. CEILING FINISHES - SEE SHEET 14
- 5. LIGHT FIXTURES - SEE SHEET 15
- 6. MECHANICAL EQUIPMENT AND SYMBOLS - SEE SHEET 16
- 7. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 17
- 8. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 18
- 9. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 19
- 10. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 20
- 11. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 21
- 12. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 22
- 13. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 23
- 14. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 24
- 15. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 25
- 16. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 26
- 17. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 27
- 18. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 28
- 19. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 29
- 20. FINISHES AT POINTS OF CONTACT WITH ADJACENT UNITS - SEE SHEET 30

SHEET 3 OF 8

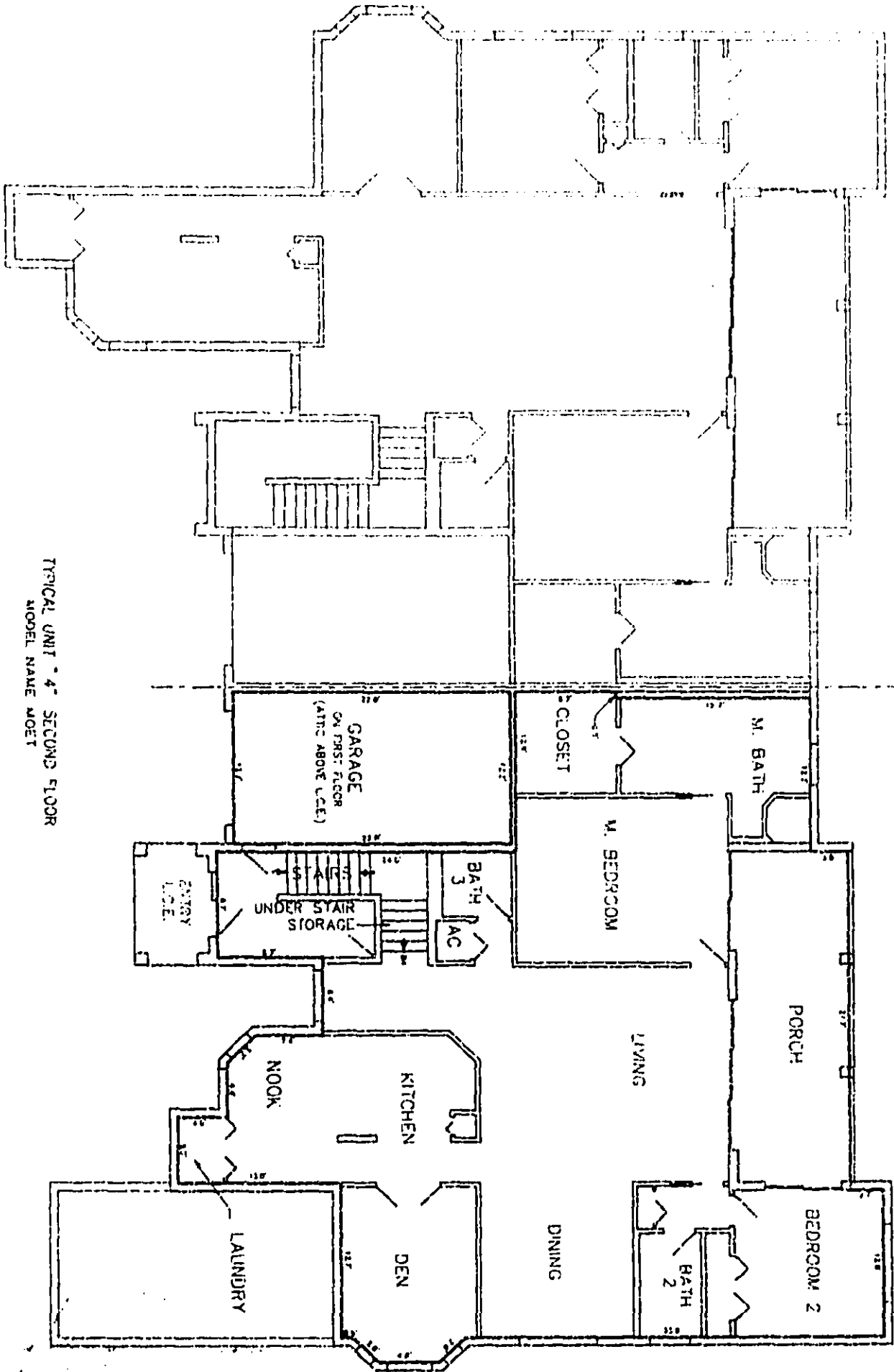
WALLMAN APARTMENT ASSOCIATES INC.

TRA-VIGNE
A CONDOMINIUM

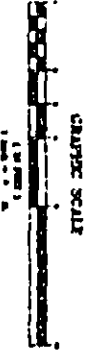
Architect: [Name]

Engineer: [Name]

DATE: [Date]

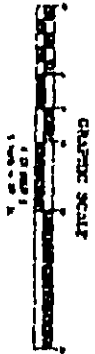
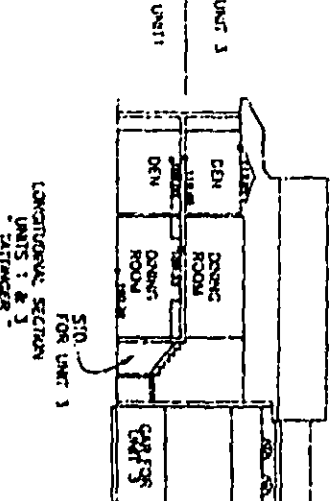
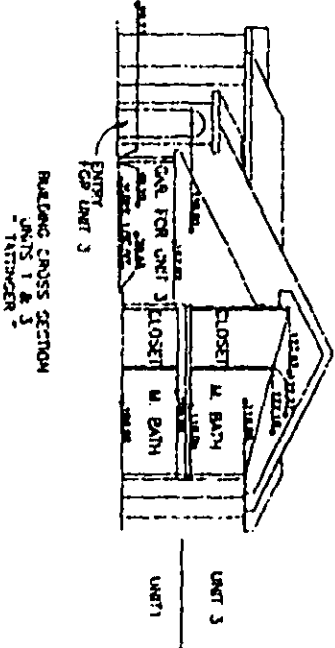
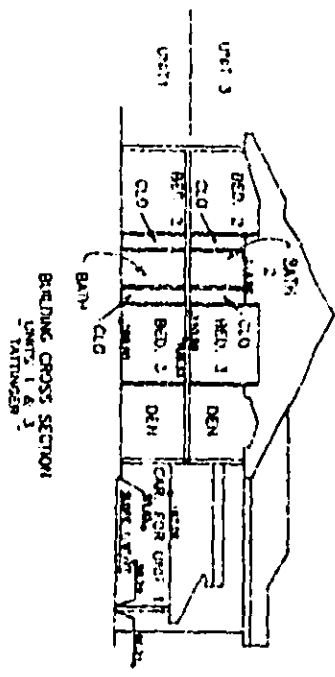
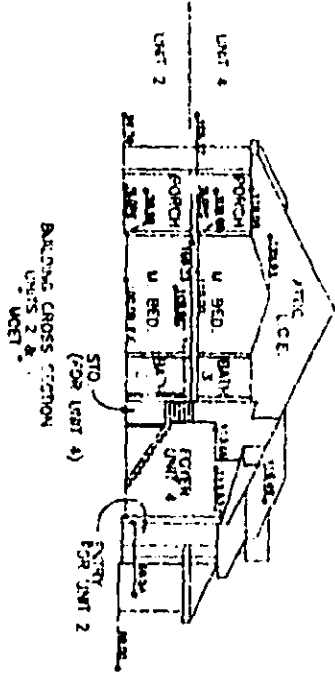


TYPICAL UNIT "4" SECOND FLOOR
MODEL NAME MOET



- NOTES:**
- 1) UNIT IS NOT TO BE CONSIDERED AS A COMPLETE UNIT UNLESS ALL ITEMS LISTED ARE INCLUDED.
 - 2) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - 3) ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
 - 4) ALL FLOORS ARE 1 1/2" THICK UNLESS OTHERWISE NOTED.
 - 5) ALL CEILING ARE 8' UNLESS OTHERWISE NOTED.
 - 6) ALL DOORS ARE 6' 8" HIGH UNLESS OTHERWISE NOTED.
 - 7) ALL WINDOWS ARE 6' 0" HIGH UNLESS OTHERWISE NOTED.
 - 8) ALL STAIRS ARE 8" RISE BY 11" RUN UNLESS OTHERWISE NOTED.
 - 9) ALL HALLS ARE 4' 0" WIDE UNLESS OTHERWISE NOTED.
 - 10) ALL CORNICES ARE 4" HIGH UNLESS OTHERWISE NOTED.
 - 11) ALL CASES ARE 12" DEEP UNLESS OTHERWISE NOTED.
 - 12) ALL SINKS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 13) ALL TUBS ARE 60" LONG UNLESS OTHERWISE NOTED.
 - 14) ALL TOILETS ARE 30" WIDE UNLESS OTHERWISE NOTED.
 - 15) ALL SHOWERS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 - 16) ALL BATHS ARE 5' 0" WIDE UNLESS OTHERWISE NOTED.
 - 17) ALL BEDS ARE 7' 6" LONG UNLESS OTHERWISE NOTED.
 - 18) ALL SOFAS ARE 7' 0" LONG UNLESS OTHERWISE NOTED.
 - 19) ALL CHAIRS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 20) ALL TABLES ARE 30" WIDE UNLESS OTHERWISE NOTED.
 - 21) ALL COUNTERS ARE 3" THICK UNLESS OTHERWISE NOTED.
 - 22) ALL APPLIANCES ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 23) ALL REFRIGERATORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 - 24) ALL DISHWASHERS ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 25) ALL OVEN ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 26) ALL STOVE ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 27) ALL SINKS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 28) ALL TUBS ARE 60" LONG UNLESS OTHERWISE NOTED.
 - 29) ALL TOILETS ARE 30" WIDE UNLESS OTHERWISE NOTED.
 - 30) ALL SHOWERS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 - 31) ALL BATHS ARE 5' 0" WIDE UNLESS OTHERWISE NOTED.
 - 32) ALL BEDS ARE 7' 6" LONG UNLESS OTHERWISE NOTED.
 - 33) ALL SOFAS ARE 7' 0" LONG UNLESS OTHERWISE NOTED.
 - 34) ALL CHAIRS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 35) ALL TABLES ARE 30" WIDE UNLESS OTHERWISE NOTED.
 - 36) ALL COUNTERS ARE 3" THICK UNLESS OTHERWISE NOTED.
 - 37) ALL APPLIANCES ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 38) ALL REFRIGERATORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 - 39) ALL DISHWASHERS ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 40) ALL OVEN ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 41) ALL STOVE ARE 24" WIDE UNLESS OTHERWISE NOTED.
 - 42) ALL SINKS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 43) ALL TUBS ARE 60" LONG UNLESS OTHERWISE NOTED.
 - 44) ALL TOILETS ARE 30" WIDE UNLESS OTHERWISE NOTED.
 - 45) ALL SHOWERS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 - 46) ALL BATHS ARE 5' 0" WIDE UNLESS OTHERWISE NOTED.
 - 47) ALL BEDS ARE 7' 6" LONG UNLESS OTHERWISE NOTED.
 - 48) ALL SOFAS ARE 7' 0" LONG UNLESS OTHERWISE NOTED.
 - 49) ALL CHAIRS ARE 18" WIDE UNLESS OTHERWISE NOTED.
 - 50) ALL TABLES ARE 30" WIDE UNLESS OTHERWISE NOTED.

VALUARD INVESTMENT ASSOCIATES INC
TRA-VIGNE
A CONDOMINIUM
 Architect: [Name]
 Engineer: [Name]
 Designer: [Name]
 Date: [Date]



SHEET 8 OF 8

HALLMARK INVESTMENTS ASSOCIATE, INC.
TRA-VIGNE
 A CONDOMINIUM
 LANDMARK DEVELOPMENT

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

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Terry A. Lurie, Esquire
Terry A. Lurie, P.A.
98 Vineyards Boulevard
Naples, Florida 33999
(813) 353-0020

01734732
COLLIER COUNTY

1993 AUG 27 AM 8:16
RECORDED

REC 178
PRM 258
DOC _____
INT _____
IND _____

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
TRA-VIGNE', A CONDOMINIUM

ADDING PHASE IV

KNOW ALL MEN BY THESE PRESENTS that Hallmark Investment Associates, Inc., a Florida corporation, the Developer as described in that certain Declaration of Condominium for Tra-Vigne', a Condominium, as recorded amongst the Public Records of Collier County, Florida, in Official Records Book 1437, Pages 296 through 556, inclusive, and as amended in Official Records Book 1527, Pages 350 through 356 inclusive, and Official Records Book 1596, Pages 899 through 945 inclusive; and,

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in Article I and III as set forth in Composite "Exhibit A" of said Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase I" property on the date of the execution and recording of said Declaration of Condominium; and,

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in "Exhibit A" of said Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase II" property on the date of the execution and recording of said Amendment thereto; and,

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in "Exhibit A-1" of the Second Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase III" property on the date of the execution and recording of said Amendment thereto; and

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC. is the present owner and holder of the property as described on "Exhibit A-1" attached hereto and made a part hereof of this Third Amendment, which property is in the aggregate designated as the "Phase IV" property on said Exhibit,

NOW, THEREFORE, in accordance with the provisions of Paragraph 17 of the Prospectus entitled "Phased Condominium", and Article III, Paragraph A.3., of the Declaration of Condominium entitled "Phased Condominium", and the requirements of the Condominium Act of the State of Florida, HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation does hereby declare and submit effective on the 28th day of January, 1993, to condominium ownership the property described in "Phase IV" in "Exhibit A" attached hereto, declaring and making said "Phase IV" property a part of the Condominium and Condominium Property of Tra-Vigne', a Condominium.

FURTHER, THE DEVELOPER does hereby amend said Declaration of Condominium for Tra-Vigne', a Condominium, as reflected on the amended pages which are attached hereto and made a part hereof, and which amendments are in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

BOOK 1859
PAGE 001172

THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS attributable to each Unit upon the addition of Phase IV is established on "Exhibit B" attached hereto and made a part hereof, and which designation is in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

IN WITNESS WHEREOF, HALLMARK INVESTMENT ASSOCIATES, INC., has caused this THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF TRA-VIGNE', A CONDOMINIUM, ADDING PHASE IV to be executed by its duly authorized officers and its seal to be affixed this 5th day of February, 1993.

Signed, sealed and delivered in our presence

HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation

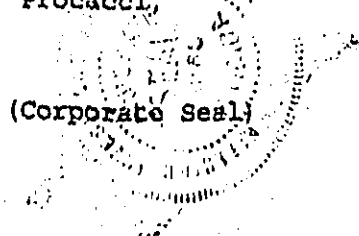


BY: 

Witness
Printed Name: Terry A. Lurie

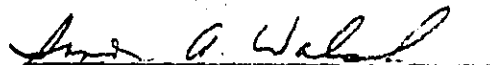
Michael J. Procacci,
President


Witness
Printed Name: Mary Lou Dunnigan

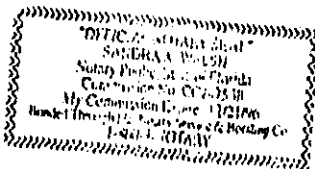


STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5th day of February, 1993, by MICHAEL PROCACCI as President of HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation, who is personally known to me or who has produced n/a as identification, and who did not take an oath.


Notary Public
Printed Name: Sandra A. Walsh
(SEAL)

My Commission Expires:



re/travigne/document.3

1859
OR BOOK

001174
PAGE

PHASE IV

LEGAL DESCRIPTION

A PORTION OF TRACT E, THE VINEYARDS, UNIT ONE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT E, THENCE SOUTH 05°49'43" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VINEYARDS BOULEVARD A DISTANCE OF 19.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 13°51'17", A CHORD BEARING OF SOUTH 01°05'55" EAST A TANGENT LENGTH OF 54.67 FEET AND A CHORD LENGTH OF 108.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°01'34" EAST A DISTANCE OF 599.30 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 08°01'34" EAST, A DISTANCE OF 151.31 FEET; THENCE NORTH 81°58'26" EAST, A DISTANCE OF 126.35 FEET; THENCE SOUTH 13°12'18" EAST, A DISTANCE OF 128.20 FEET; THENCE SOUTH 76°47'42" WEST, A DISTANCE OF 111.99 FEET; THENCE SOUTH 35°37'02" EAST A DISTANCE OF 43.73 FEET; THENCE SOUTH 60°52'37" EAST, A DISTANCE OF 43.73 FEET; THENCE NORTH 73°56'41" EAST A DISTANCE OF 243.98 FEET; THENCE SOUTH 87°48'46" EAST A DISTANCE OF 45.64 FEET; THENCE NORTH 68°01'03" EAST, A DISTANCE OF 55.92 FEET; THENCE NORTH 21°49'57" WEST, A DISTANCE OF 55.20 FEET; THENCE NORTH 08°30'42" WEST, A DISTANCE OF 207.54 FEET; THENCE SOUTH 79°43'56" WEST, A DISTANCE OF 178.77 FEET, THENCE SOUTH 86°37'10" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 47°00'00" WEST, A DISTANCE OF 71.11 FEET; THENCE SOUTH 81°58'26" WEST, A DISTANCE OF 116.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

**'TRA-VIGNE', A CONDOMINIUM
SHARE OF COMMON ELEMENTS, COMMON EXPENSES
AND COMMON SURPLUS**

PHASE I

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
15	1	1/61st	17	1	1/61st
15	2	1/61st	17	2	1/61st
15	3	1/61st	17	3	1/61st
16	1	1/61st			
16	2	1/61st			
16	3	1/61st			

PHASE II

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
11	1	1/61st	13	1	1/61st
11	2	1/61st	13	2	1/61st
11	3	1/61st	13	3	1/61st
12	1	1/61st	14	1	1/61st
12	2	1/61st	14	2	1/61st
12	3	1/61st	14	3	1/61st

PHASE III

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
8	1	1/61st	18	1	1/61st
8	2	1/61st	18	2	1/61st
8	3	1/61st	18	3	1/61st
8	4	1/61st	18	4	1/61st
9	1	1/61st	19	1	1/61st
9	2	1/61st	19	2	1/61st
9	3	1/61st	19	3	1/61st
9	4	1/61st	19	4	1/61st
10	1	1/61st			
10	2	1/61st			
10	3	1/61st			
10	4	1/61st			

PHASE IV

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
5	1	1/61st	20	1	1/61st
5	2	1/61st	20	2	1/61st
5	3	1/61st	20	3	1/61st
5	4	1/61st	20	4	1/61st
6	1	1/61st	21	1	1/61st
6	2	1/61st	21	2	1/61st
6	3	1/61st	21	3	1/61st
6	4	1/61st	21	4	1/61st
7	1	1/61st			
7	2	1/61st			
7	3	1/61st			
7	4	1/61st			

NOTE: If and when Phase V is added to the Condominium form of ownership, the prorata share of assessments for each unit will be assessed at 1/77th share.

EXHIBIT B

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. HROCK, CLERK

BOOK

1859

PAGE

001175

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Donna M. More, Esquire
98 Vineyards Boulevard
Naples, Florida 33999
(813) 352-1973

2029819 OR: 2155 PG: 1228
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/06/96 at 08:23AM DWIGHT B. BROCK, CLERK
REC FEE 10.50

Retn:
DONNA M MORE
98 VINEYARDS BLVD
NAPLES FL 33999

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
TRA-VIGNE', A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS that Hallmark Investment Associates, Inc., a Florida corporation, the Developer as described in that certain Declaration of Condominium for Tra-Vigne', a Condominium, as recorded in the Public Records of Collier County, Florida, in Official Records Book 1437, Pages 296 through 556, inclusive, and as amended in Official Records Book 1527, Pages 350 through 356 inclusive; as further amended in Official Records Book 1596, Pages 899 through 945 inclusive; and as further amended in O.R. Book 1859, Pages 1172 through 1175 inclusive, all of the Public Records of Collier County, Florida.

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC. desires to amend certain exhibits to the Declaration of Condominium to reflect certain changes to be made thereto.

NOW, THEREFORE, in accordance with the provisions of the said Declaration of Condominium and the requirements of the Condominium Act of the State of Florida, Chapter 718, HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation does hereby amend said Declaration of Condominium for Tra-Vigne', a Condominium, as reflected on the amended pages which are attached hereto and made a part hereof, and which amendments are in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

The specific amendments are as follows:

1. The name and address of the Escrow Agent in the Purchase Agreement which is attached to the Declaration as Exhibit "H" is hereby changed to: Donna M. More, Esquire, 98 Vineyards Boulevard, Naples, FL 33999.
2. The name and address of the Escrow Agent in the Escrow Agreement attached to the Declaration as Exhibit "I" are hereby changed to: Donna M. More, Esquire, 98 Vineyards Boulevard, Naples, FL 33999. The address of the Developer in the Escrow Agreement is changed to: 98 Vineyards Boulevard, Naples, FL 33999.
3. All references to reservation deposits in the Escrow Agreement are hereby deleted.
4. All references in the Purchase Agreement to a developer's guarantee of assessments are hereby deleted, as the guarantee period has expired.
5. The document known as the "Frequently Asked Questions and Answers Sheet" is hereby added to the list of required documents in Paragraph XXIX of the Purchase Agreement. A copy of the 1996 form of the "Frequently Asked Questions and Answers Sheet" is attached to the revised Purchase Agreement.

6. Article III, Section A of the By-Laws of the Association is hereby revised to reflect that the date for the Annual Membership Meeting has been changed to the second Tuesday in February.

IN WITNESS WHEREOF, HALLMARK INVESTMENT ASSOCIATES, INC., has caused this FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF TRAVIGNE, A CONDOMINIUM, to be executed by its duly authorized officer and its seal to be affixed this 14th day of February, 1996.

Signed, sealed and delivered
in our presence

Donna More

Witness

DONNA MORE

Printed Name

Sebrach Harris

Witness

Sebrach Harris

Printed Name

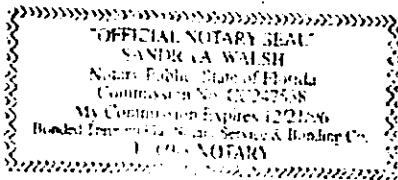
HALLMARK INVESTMENT ASSOCIATES,
INC., a Florida corporation

By: *Michael Procacci*
Michael Procacci, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day of February, 1996, by MICHAEL PROCACCI as President of HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation, who is personally known to me or who has produced n/a as identification.

Sandra A. Walsh
Notary Public



users/donna/develop/travigne/docamend.4

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Donna M. More, Esquire
98 Vineyards Boulevard
Naples, Florida 33999
941-353-1973

2048734 OR: 2175 PG: 0296
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
04/25/96 at 02:48PM DWIGHT B. BROCK, CLERK
RBC P28 20.50
Recd:
DONNA M MORE
98 VINEYARDS BLVD
NAPLES FL 33999

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
TRA-VIGNE', A CONDOMINIUM**

ADDING PHASE V

KNOW ALL MEN BY THESE PRESENTS that Hallmark Investment Associates, Inc., a Florida corporation, the Developer as described in that certain Declaration of Condominium for Tra-Vigne', a Condominium, as recorded amongst the Public Records of Collier County, Florida, in Official Records Book 1437, Pages 296 through 556, inclusive, and as amended in Official Records Book 1527, Pages 350 through 356 inclusive, and Official Records Book 1596, Pages 899 through 945 inclusive, and O.R. Book 1859, Pages 1172 through 1175, inclusive; and Official Records Book 2155, Pages 1228 through 1229, inclusive; and

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in Article I and III as set forth in Composite "Exhibit A" of said Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase I" property on the date of the execution and recording of said Declaration of Condominium; and,

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in "Exhibit A" of said Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase II" property on the date of the execution and recording of said Amendment thereto; and,

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in "Exhibit A-1" of the Second Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase III" property on the date of the execution and recording of said Amendment thereto; and

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC., is the owner and holder of all the property as described in "Exhibit A" of the Third Amendment to Declaration of Condominium for Tra-Vigne', a Condominium, as the "Phase IV" property on the date of the execution and recording of said Amendment thereto; and

WHEREAS, HALLMARK INVESTMENT ASSOCIATES, INC. is the present owner and holder of the property as described on "Exhibit A" attached hereto and made a part hereof of this Fifth Amendment, which property is in the aggregate designated as the "Phase V" property on said Exhibit.

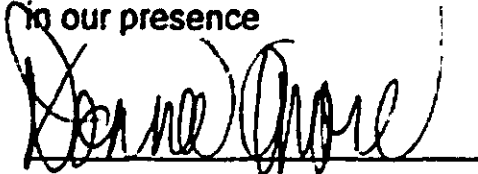
NOW, THEREFORE, in accordance with the provisions of Paragraph 17 of the Prospectus entitled "Phased Condominium", and Article III, Paragraph A.3., of the Declaration of Condominium entitled "Phased Condominium", and the requirements of the Condominium Act of the State of Florida, HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation does hereby declare and submit effective on the 1st day of March, 1996, to condominium ownership the property described in "Phase V" in "Exhibit A" attached hereto, declaring and making said "Phase V" property a part of the Condominium and Condominium Property of Tra-Vigne', a Condominium.

FURTHER, THE DEVELOPER does hereby amend said Declaration of Condominium for Tra-Vigne', a Condominium, as reflected on the amended pages which are attached hereto and made a part hereof, and which amendments are in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

THE COMPLETE LIST OF ALL UNIT AND BUILDING NUMBERS, THE SHARE OF THE COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS attributable to each Unit upon the addition of Phase V is established on "Exhibit B" attached hereto and made a part hereof, and which designation is in accordance with the Declaration of Condominium as above described and originally recorded and amended thereafter.

IN WITNESS WHEREOF, HALLMARK INVESTMENT ASSOCIATES, INC., has caused this FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF TRA-VIGNE', A CONDOMINIUM, ADDING PHASE V to be executed by its duly authorized officers and its seal to be affixed this 1st day of March, 1996.

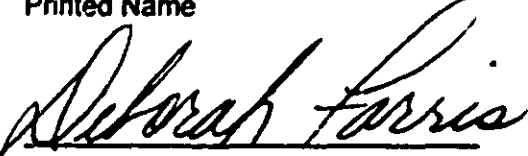
Signed, sealed and delivered
in our presence



Witness
DONNA MORE
Printed Name

HALLMARK INVESTMENT ASSOCIATES,
INC., a Florida corporation

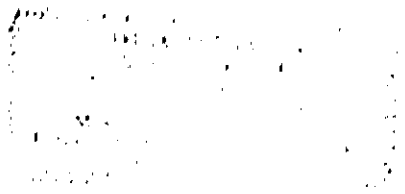
By: 
Michael Procacci, President

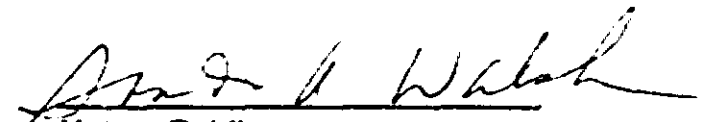


Witness
Deborah Farris
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of March, 1996 by MICHAEL PROCACCI as President of HALLMARK INVESTMENT ASSOCIATES, INC., a Florida corporation, who is personally known to me or who has produced n/a as identification.




Notary Public

re/travigne/docamend 5

OR: 2175 PG: 0297

EXHIBIT "A"

PHASE V

LEGAL DESCRIPTION

A PORTION OF TRACT E, THE VINEYARDS, UNIT ONE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 14, PAGES 67 THROUGH 74, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT E, THENCE SOUTH 05°49'43" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VINEYARDS BOULEVARD A DISTANCE OF 19.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 13°51'17", A CHORD BEARING OF SOUTH 01°05'56" EAST, A TANGENT LENGTH OF 54.67 FEET AND A CHORD LENGTH OF 108.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°01'34" EAST, A DISTANCE OF 750.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°01'34" EAST, A DISTANCE OF 279.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 06°53'07", A CHORD BEARING OF SOUTH 11°28'08" EAST, A TANGENT LENGTH OF 38.50 FEET AND A CHORD LENGTH OF 76.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°54'41" EAST, A DISTANCE OF 3.82 FEET; THENCE NORTH 75°42'08" EAST, A DISTANCE OF 455.88 FEET; THENCE NORTH 21°49'57" WEST, A DISTANCE OF 150.59 FEET; THENCE SOUTH 68°10'03" WEST, A DISTANCE OF 55.92 FEET; THENCE NORTH 87°48'46" WEST, A DISTANCE OF 45.64 FEET; THENCE SOUTH 73°56'41" WEST, A DISTANCE OF 243.98 FEET; THENCE NORTH 60°52'37" WEST, A DISTANCE OF 43.73 FEET; THENCE NORTH 35°37'02" WEST, A DISTANCE OF 43.73 FEET; THENCE NORTH 70°47'42" EAST, A DISTANCE OF 111.99 FEET; THENCE NORTH 13°12'18" WEST, A DISTANCE OF 128.20 FEET; THENCE SOUTH 81°58'26" WEST, A DISTANCE OF 126.35 FEET TO THE POINT OF BEGINNING.

OR: 2175 PG: 0298

TRA-VIGNE', A CONDOMINIUM
 SHARE OF COMMON ELEMENTS, COMMON EXPENSES
 AND COMMON SURPLUS

PHASE I

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
15	1	1/77th	17	1	1/77th
15	2	1/77th	17	2	1/77th
15	3	1/77th	17	3	1/77th
16	1	1/77th			
16	2	1/77th			
16	3	1/77th			

PHASE II

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
11	1	1/77th	13	1	1/77th
11	2	1/77th	13	2	1/77th
11	3	1/77th	13	3	1/77th
12	1	1/77th	14	1	1/77th
12	2	1/77th	14	2	1/77th
12	3	1/77th	14	3	1/77th

PHASE III

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
8	1	1/77th	18	1	1/77th
8	2	1/77th	18	2	1/77th
8	3	1/77th	18	3	1/77th
8	4	1/77th	18	4	1/77th
9	1	1/77th	19	1	1/77th
9	2	1/77th	19	2	1/77th
9	3	1/77th	19	3	1/77th
9	4	1/77th	19	4	1/77th
10	1	1/77th			
10	2	1/77th			
10	3	1/77th			
10	4	1/77th			

OK: 2175 PG: 0299

PHASE IV

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
5	1	1/77th	20	1	1/77th
5	2	1/77th	20	2	1/77th
5	3	1/77th	20	3	1/77th
5	4	1/77th	20	4	1/77th
6	1	1/77th	21	1	1/77th
6	2	1/77th	21	2	1/77th
6	3	1/77th	21	3	1/77th
6	4	1/77th	21	4	1/77th
7	1	1/77th			
7	2	1/77th			
7	3	1/77th			
7	4	1/77th			

PHASE V

<u>Building</u>	<u>Unit</u>	<u>Share</u>	<u>Building</u>	<u>Unit</u>	<u>Share</u>
1	1	1/77th	3	1	1/77th
1	2	1/77th	3	2	1/77th
1	3	1/77th	3	3	1/77th
1	4	1/77th	3	4	1/77th
2	1	1/77th	4	1	1/77th
2	2	1/77th	4	2	1/77th
2	3	1/77th	4	3	1/77th
2	4	1/77th	4	4	1/77th

OR: 2175 PG: 0300

EXHIBIT B

Notar:
ROBERT EMMETT ET AL
5121 CASTELLO DR # 1
NAPLES FL 34103

2351237 OR: 2445 PG: 0492
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL REC PER
07/27/98 at 02:52PM DAUGHTER B. BROCK, CLERK

10.50

This instrument prepared by:
Tamela Eady Wiseman, Esquire
DeBoest, Knudsen, Stockman & Wiseman, P.A.
5121 Castello Drive, Suite 1
Naples, Florida 34103
(941) 263-5040

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that, at a duly called special meeting of the members, held on the April 14, 1998, where a quorum was present, after due notice, all the resolutions set forth below were approved and adopted by two-thirds percent (2/3rds%) of the votes of the members for the purpose of amending the By-Laws of Tra Vigné Condominium Association, Inc., as originally recorded as Exhibit "D" to the Declaration of Condominium which is recorded in Official Records Book 1437, Page 296, Public Records of Collier County, Florida.

RESOLVED: That the By-Laws of this corporation be and are hereby amended, and the amendment is adopted in the form attached hereto and made a part hereof. The Declaration of Condominium is also amended by virtue of the amendment to Exhibit "D" thereto, in accordance with Article V of said Declaration.

5/18/98
Date

Tra Vigné Condominium Association, Inc.

Attest:

Kim Coomer
Secretary

By: Joe H. Jacobsmeyer
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 18 day of May, 1998, personally appeared before me Joseph Jacobsmeyer, as President and Kim Coomer, Secretary respectively of Tra Vigné Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation.

Notary Public-State of Florida:

Sign Kelly A. Zillman
Print Kelly A. Zillman
Personally Known ; or Produced
Identification
Type of Identification
Produced: N/A
Affix Seal Below:



KELLY A. ZILLMAN
My Commission CC473388
Expires Jan. 18, 1999
Bonded by AMS
888-888-8878

**AMENDMENT TO THE BY-LAWS OF
TRA-VIGNE CONDOMINIUM ASSOCIATION, INC.**

The By-Laws of Tra-Vigné Condominium Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in struck-through type.

1. Article IV of the By-Laws shall be amended as follows:

ARTICLE IV

BOARD OF ADMINISTRATION

A. Board of Administration. The Directors of the Association shall be members of the Board of Administration with the titles being interchangeable with the meaning of these By-Laws and the other related condominium documents. ~~The first Board of Administration shall consist of four (4) persons (the "Directors") who are so identified in the Articles; succeeding Each Boards shall not consist of not less than five (5) four (4) persons. Upon the effective date of this amendment, the Board shall appoint a fifth (5th) director to serve until the 1999 annual election. Thereupon, in order to provide for a continuity of experience by establishing a system of staggered terms, in the 1999 annual election, the number of Directors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only five (5) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled. Directors need not be Members of the Association. Subject to Article IV, Paragraph C, the Developer shall have the right to elect in the manner provided in Paragraph B, Article IV, of these By-Laws one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.~~

OR: 2445
PG: 0493

This instrument prepared by:
Tamela Eady Wiseman, Esquire
DeBoest, Knudsen, Stockman, Wiseman, Decker & Dryden, P.A.
600 Fifth Avenue South, Suite 301
Naples, Florida 34102
(941) 263-5040

Retn:
DUBOIST KNUDSEN ET AL
600 FIFTH AVE S #301
NAPLES FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the foregoing were duly adopted by two-thirds (2/3rds) of the Board of Directors at a duly called meeting called for the purpose and held on the February 15th day of February, 2000. The undersigned further certify that the foregoing, at a duly called annual meeting of the members, held on the February 14, 2000, where a quorum was present, after due notice, all the resolutions set forth below were approved and adopted by two-thirds percent (2/3rds%) of the votes of the members for the purpose of amending and restating the Declaration of Condominium as originally recorded in Official Records Book 1437, Page 296, Public Records of Collier County, Florida and the Articles of Incorporation and Bylaws.

RESOLVED: That the Declaration of Condominium of Tra-Vigné be and is hereby amended and restated, and the Amended and Restated Declaration of Condominium is adopted in the form attached hereto and made a part hereof; and

RESOLVED: That the Articles of Incorporation of this corporation be and are hereby amended and restated, and the Amended and Restated Articles of Incorporation are adopted in the form attached hereto and made a part hereof.

RESOLVED: That the Bylaws of this corporation be and are hereby amended and restated, and the Amended and Restated Bylaws are adopted in the form attached hereto and made a part hereof.

RESOLVED: That the Bylaws of this corporation be and are hereby amended, and the amendment is adopted in the form attached hereto and made a part hereof.

March 6, 2000
Date

Tra-Vigné Condominium Association, Inc.

Attest:

[Signature]
Secretary

By: [Signature]
President

(SEAL - FLORIDA CORPORATION
NOT FOR PROFIT)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 16th day of March, 2000, personally appeared before me Joseph J. Adamson, as President and Beryl Zeswitz, Secretary respectively of Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation.

Notary Public State of Florida

Sign

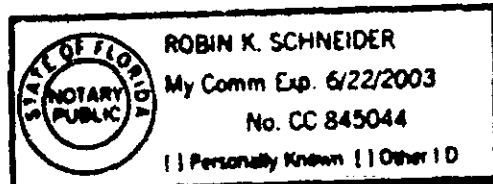
Print

Personally Known X; or Produced
Identification

Type of Identification

Produced:

Affix Seal Below:



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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

TRA-VIGNÉ, A CONDOMINIUM

On May 1, 1989, the original Declaration of Condominium of Tra-Vigné, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1437, at Page 296 *et seq.*, of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended in part and is restated in its entirety. Article XVI of the original Declaration entitled "Termination" is not being amended, but is set forth herein as Section 18, with appropriate cross-references.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP:** This Amended and Restated Declaration of Condominium is made by Tra-Vigné Condominium Association, Inc, a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium parcels. The acquisition of title to a unit or any other interest in the Condominium property, or the lease, occupancy, or use of any portion of a unit or the Condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. **NAME AND ADDRESS:** The name of this Condominium is Tra-Vigné, a Condominium, and its located on Via Perignon and Perignon Place, Naples, Florida 34119.

3. **DESCRIPTION OF CONDOMINIUM PROPERTY:** The land submitted to the condominium form of ownership by the original Declaration (hereinafter the "Land") is legally described as Phases I through V in Exhibit "A" attached hereto and made a part hereof.

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

4.1 **"Apartment"** has the same meaning as the term "unit" as defined in the Condominium Act.

DECLARATION

Page 1

4.2 "Apartment Owner" or "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

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

4.4 "Association" means Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

4.5 "Association property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.7 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.8 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

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

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

4.9 "Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.10 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a Condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, 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. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.11 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

DECLARATION

Page 2

4.12 "**Limited Common Elements**" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.13 "**Master Association**" means The Vineyards Community Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common properties within The Vineyards, as described in the Master Documents. All unit owners in this Condominium shall be Class "A" members of the Master Association.

4.14 "**Master Documents**" means the Declaration of Master Covenants, Conditions and Restrictions for The Vineyards, as recorded in Official Records Book 1284, Page 1938, *et seq.* of the Public Records of Collier County, Florida including all recorded exhibits thereto, as the same may be amended from time to time.

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

4.16 "**Primary Institutional Mortgagee**" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

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

4.18 "**Rules and Regulations**" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.19 "**Voting Interest**" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are seventy-seven (77) units, so the total number of voting interests is seventy-seven (77) votes.

4.20 "**Vineyards**" means the master planned community in which the Condominium is located. This Condominium is considered a Neighborhood of The Vineyards pursuant to the Master Declaration and that certain Declaration of Neighborhood Covenants, Conditions and Restrictions for Tra-Vigné, originally recorded at Official Record Book 1350, Page 109, *et seq.* and re-recorded at O.R. Book 1437, Page 546, *et seq.* both of the Public Records of Collier County, Florida.

5. **DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:**

5.1 **Survey and Plot Plans.** Attached to the original Declaration as Exhibit "B", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

DECLARATION

Page 3

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

- (A) **Upper and Lower Boundaries.** The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:
 - (1) **Upper Boundaries.** The horizontal plane of the unpainted, finished lower surface of the ceiling of the unit.
 - (2) **Lower Boundaries.** The horizontal plane of the unpainted, finished upper surface of the concrete floor of the unit.
- (B) **Perimeter Boundaries.** The perimeter boundaries of the unit shall be the vertical planes of the unpainted, finished interior surfaces of the plasterboard walls bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.
- (C) **Interior Walls.** All bearing walls located within a unit constitute part of the common elements up to the unpainted, finished surfaces of said walls. Non-structural interior partition walls within an apartment shall be considered part of a unit.
- (D) **Apertures.** Windows, doors, screens, skylights and all framings, casings and hardware therefor, are included in the unit up to the exterior unfinished surfaces thereof.
- (E) **Utilities.** The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over Exhibit "B". Nothing herein shall be construed as purporting to change the boundaries of the units as provided in the original Declaration.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains seventy-seven (77) units. The owner of each unit shall also own a one-seventy-seventh (1/77th) undivided share in the common elements and the common surplus.

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

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

DECLARATION

Page 4

- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.
- (C) Class "A" membership rights in The Vineyards Community Association, Inc., with all rights and obligations provided in the Master Documents.
- (D) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (E) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (F) Other appurtenances as may be provided in this Declaration and its exhibits.

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

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. An owner is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the Condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements and limited common elements shall be governed by the Condominium documents and by the rules and regulations adopted by the Board of Directors, as set forth in Section 7 of the Bylaws.

7. COMMON ELEMENTS; EASEMENTS:

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

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

DECLARATION

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7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the common elements or Association property, and to grant easements or relocate any existing easements in any portion of the common elements or Association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.
- (B) **Encroachments.** If for any reason other than the intentional act of the unit owner or the Association, any unit encroaches upon any of the common elements or upon any other unit, or any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (D) **Support.** Each unit shall have an easement of support and necessity and shall be subject to an easement of support and necessity in favor of all other units and common elements.
- (E) **Air Space.** An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

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

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8. LIMITED COMMON ELEMENTS:

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

- (A) Entries, Stoops and Exterior Stairs. Any entries, stoops, exterior stairways, exterior stairwells and exterior railings which are attached to and which exclusively serve particular units are limited common elements for the exclusive use of the units which they serve. The maintenance, repair and replacement thereof shall be the responsibility of the Association and shall be a common expense.
- (B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.
- (C) Balconies, Lanais and Porches. Any balcony, lanais or porch attached to and serving exclusively a unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. No balcony, lanai or porch may be carpeted, tiled, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved carpeting, tile, covering or enclosure shall be the responsibility of the unit owner. No carpeting of any kind or description may be installed over concrete floors exposed to the elements except with the prior written approval of the Board.
- (D) Garages. All garages are limited common elements for the exclusive use of the units which they serve. Each unit shall have the exclusive right to use the garage assigned to it. All maintenance of a garage, including overhead doors and electrical installations shall be the unit owner's responsibility except that the Association shall perform all exterior painting as a common expense.
- (E) Attics. All attics which are attached to and which exclusively serve particular units are limited common elements for the exclusive use of the units which they serve. The owner of the unit shall be responsible for day-to-day cleaning and care, but all repairs and maintenance of said attics shall be the responsibility of the Association as a common expense.
- (F) Driveways and Mailbox Stands. All driveways and mailbox stands which exclusively serve particular units are limited common elements for the exclusive use of the units which they serve. All maintenance, repair and replacement thereof shall be the responsibility of the Association as a common expense.

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- (G) **Others.** Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not.

8.2 Exclusive Use. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION: The operation of the Condominium is by Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

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

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these Condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium property and Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

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

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

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

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.8 and 9.9 above.

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

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association property, the Association shall not be liable to individual unit owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement and insurance of the common elements and Association property, the expenses of operating the Association, assessments levied against the members by the Master Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be an individual unit owner expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. Alternatively, the Master Association has the authority to enter into such an agreement and to include the proportionate costs thereof in the assessments levied against members.

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

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below as to certain first mortgagees, whenever title to a Condominium parcel is transferred for any reason, the new owner becomes jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain first mortgagees. Nothing herein shall be construed to prevent the Association from compromising or settling a claim for past due assessments for less than full payment, if the Board determines that such compromise or settlement is in the best interest of the Association.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law (currently eighteen percent (18%) per annum), calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law (currently the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that payment is late). Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which

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notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Said lien cannot secure fines, charges or other fees. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the Condominium parcel, the name of the record owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

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

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

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

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

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Rough plumbing.

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- (C) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (D) The entrance doors to the units.
- (E) All exterior building walls.
- (F) The main water supply shut-off valves for units.
- (G) Maintenance, repair and replacement of awnings, window frames including sidelight frames, and skylights.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit unless such work can only be reasonably accomplished by gaining access to an adjacent unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner or his predecessor in title, nor shall the Association be responsible for repair or restoration costs if the need for the work was caused by the negligence of the owner, nor shall the Association be responsible for unavoidable damage to surface treatments or decorations.

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

- (A) The interior surface of the entrance door.
- (B) All other doors within or affording access to the unit.
- (C) Unit screens and window glass (including sidelight glass).
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.

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- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (L) All interior, non-load bearing partition walls.
- (M) All drywall, lath, plasterboard, furring and similar materials in the perimeter walls and ceilings of the unit.

11.3 Other Unit Owner Responsibilities:

- (A) Balconies, Lanais and Porches. Where a limited common element consists of a balcony, lanai or porch area, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building, the concrete slabs and any screen framing located thereon. The owner shall be responsible for the screening material.
- (B) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Flooring.— All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements without prior written Board approval.
- (D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

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- (E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the Condominium property.
- (F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

11.4 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium.

11.5 Alterations and Additions to Common Elements and Association property. The protection, maintenance, repair, insurance and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than \$10,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.6 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall

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be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, if any.

11.7 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 8.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. Any costs incurred by the Association under the terms of this Section shall be the responsibility of the owner, and the costs shall be secured as a charge.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

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

11.10 Hurricane Shutters. The Board of Directors shall adopt hurricane shutter specifications for each building within the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building

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code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. All maintenance, repair and replacement of hurricane shutters shall be the responsibility of the unit owner. Should it become reasonably necessary in the opinion of the Board to have the shutters temporarily removed to perform work which is the Association's responsibility, the owner shall be responsible for all costs of removing, storing and reinstalling the shutters.

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

12.1 Units. Each unit shall be occupied by only one family and its guests at any time, as a residence and for no other purpose. No business, commercial activity or profession shall be conducted in or from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2 Motor Vehicles; Parking. Parking at the Condominium is restricted to private automobiles and passenger-type "mini-vans," motorcycles, jeeps and pick-up trucks having a capacity of no more than three quarters (3/4ths) of a tons. Any motorcycle or pick-up truck shall be housed at all times in a garage. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer; provided however, this shall not include operable vehicles left on the Condominium property by owners while on vacation. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailers shall be permitted to be parked or to be stored on the Condominium property. For the purpose of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding. The prohibitions on parking contained above in this Section 12.2 shall not apply to temporary parking of commercial vehicles such as for providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but in garages or on paved areas intended for that purpose.

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

12.4 Pets. The owner of each unit may keep not more than two (2) small pets, of a normal domesticated household type (defined and limited to a cat, dog, or a bird in a cage) in the unit, provided that no pet may exceed ten (10) pounds. Any pet must be carried under the owner's arm or be leashed at all times while on the Condominium property outside of the unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. No pets

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of any kind are permitted in leased units. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium.

12.5 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the Condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.6 Signs. No person may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere within the Condominium or on the Condominium property, except as may be permitted by the Board of Directors in the Association rules and regulations.

12.7 Use of Common Elements. Common hallways, stairways and other common elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, lanais, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.8 Holiday Decorations. Outdoor decorations shall be permitted from Thanksgiving to the following January 10th only and are subject to the rules of the Master Association.

12.9 Additional Restrictions. The Master Documents contain additional restrictions which are applicable to the condominium property and the unit owners. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Documents, the provisions of the Master Documents shall control; provided, however, that the Declaration and the other condominium documents may contain provisions which are more restrictive than those contained in the Master Documents, in which event the more restrictive provisions shall control.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

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

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- (B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- (C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
- (1) the unit owner is delinquent in the payment of assessments at the time the application is considered;
 - (2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
 - (3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
 - (4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (7) the prospective lessee evidences a strong probability of financial irresponsibility;
 - (8) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules;
 - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
or
 - (10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.
- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have

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the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.
- (F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

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

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

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term, except as otherwise may be required by law subject to regulation by the Board of Directors.

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

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13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

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

14.1 Forms of Ownership:

- (A) One Person. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) Two or More Persons. Co-ownership of units by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.
- (C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- (D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

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- (E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

14.2 Transfers.

- (A) Sale or Gift. No unit owner may dispose of a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.
- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.
- (D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

- (A) Notice to Association.
- (1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval. The Board may in its sole discretion elect to waive the twenty (20) day notice requirement.

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- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.
- (3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- (B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.
- (C) Disapproval.
- (1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:
- (a) the person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (b) the person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
 - (c) the person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

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- (d) the person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
 - (e) the person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;
 - (f) the transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium;
 - (g) the person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or
 - (h) the transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.
- (2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.
- (3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

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

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

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant).

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

15.1 By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

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

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

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(E) Statutory Fidelity Bond.

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

- (A) Flood insurance.
- (B) Boiler and Machinery coverage (includes breakdown on air conditioning units).
- (C) Broad Form Comprehensive General Liability Endorsement.
- (D) Directors and Officers Liability.
- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

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

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association except as otherwise provided in Section 15.9 below in instances where an Insurance Trustee has been appointed. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- (A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- (B) Units. Proceeds on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units, less the deductible.
- (C) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage

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or mortgages which it may hold against unit or units, except when the funds are not used for repairs or to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

- (D) Deductible. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or would be required to pay for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

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

- (A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.
- (B) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 Association as Agent; Insurance Trustee. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property. Alternatively, the Board of Directors may select an independent Insurance Trustee. In such event any proceeds will be paid to or any undisbursed proceeds in the control of the Association will be paid over to the independent Insurance Trustee. All persons for whose benefit such insurance is held shall be bound by the Association's selection of the Insurance Trustee.

The independent Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur

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in the performance of its duties hereunder; such fees and costs to be assessed against and collected from unit owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible to actually make the reconstruction and repair, and the amount distributed by the Association shall be reduced by the amount of the Association's deductible or share thereof based upon the share of the insurance proceeds attributable to each unit.

16.2 Damage to Common Elements - Not Considered "Major" Damage. Where loss or damage occurs to the common elements, but the loss is not considered "major damage", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Major" Damage. As used in this Declaration, the term "major" damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4ths) of the total units cannot reasonably be rendered habitable within sixty (60) days. Should such "major" damage occur then:

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium property or Association property as might be reasonable under the circumstances to protect the Condominium property or Association property from further

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damage or deterioration. This authority includes the authority to expend any and all available Association funds.

- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
 - (1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored or repaired unless two-thirds (2/3rds) of the total voting interests vote for termination, in which case the Condominium shall be terminated.
 - (2) If upon the advice of legal counsel, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then unless two-thirds (2/3rds) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy such assessments as are necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.
- (D) If any dispute shall arise as to whether "major" damage has occurred, or as to the amount of special assessments required, a determination approved by at least two-thirds (2/3rds) of the Board of Directors shall be conclusive, and shall be binding upon all unit owners.

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

16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period

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of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

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

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

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

17.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation, except as may otherwise be required by F.S. 73.073.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a unit and the remaining portion of the unit can be made habitable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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- (A) Restoration of Unit. The unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) Adjustment of Shares in Common Elements. If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Payment of Award. The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.
- (E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by

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computing the arithmetic average of their appraisals of the unit. If there is a first mortgage, the first mortgagee shall have the right, but not the obligation, to appoint a third state certified appraiser to participate in this process. A judgment of specific performance upon the fair market value calculated in this manner may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements only shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

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

18. TERMINATION: The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

- (A) **Destruction.** In the event that it is determined that there has been "major damage", as defined in Section 16, captioned "Reconstruction or Repair After Casualty", the Condominium Plan of Ownership will thereby be terminated without agreement.
- (B) **Agreement.** If the proposed voluntary termination is submitted to a meeting of the Voting Members of the Association pursuant to notice, and is approved in writing within sixty (60) days of said meeting by the holders of two-thirds (2/3rds) of the total votes of the membership of the Association, and by the holders of record of their first mortgages, then the Association and the approving unit owners shall have an option to purchase all of the parcels of the other unit owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The options shall be exercised upon the following terms:
 - (1) **Exercise of Option.** An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase shall be delivered by personal delivery or mail to each of the record owners of the parcels to be purchased, and such delivery or mailing shall be deemed to be an exercise of the option. The agreement shall indicate which parcels shall be purchased by each participating unit owner and/or the Association, and shall require the purchase of all parcels owned by unit owners not approving the termination. But the agreement shall effect a separate contract between each seller and his purchaser.
 - (2) **Price.** The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery

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or mailing of such agreement; and, in the absence of agreement as to the price, it shall be determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrators shall be two (2) appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon an average of their appraisals of the units; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (3) **Payment.** The purchase price shall be paid in cash.
- (4) **Closing.** The sale shall be closed within thirty (30) days following the determination of the sale price. Marketable title shall be conveyed by general warranty deed and the cost of documentary stamps, title insurance premium and any and all sales tax shall be paid by the Seller.
- (C) **Certificate.** The termination of the Condominium regardless of the reason of termination, shall be evidenced by a certificate of the Association, executed by the President, and Secretary or Assistant Secretary, certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.
- (D) **Amendment.** This section concerning termination cannot be amended without consent of the holders of two-thirds (2/3rds) of the votes of the membership of the Association and the holders of record of first mortgages on units which represent two-thirds (2/3rds) of such votes.
- (E) **Ownership After Termination.** After termination of the Condominium, the unit owners shall own the Condominium property and all assets and property which were owned by the Association as tenants-in-common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to each unit owner's unit prior to the termination, and their respective mortgagees and lienors shall have mortgages and liens upon the undivided shares of their respective unit owners.

19. ENFORCEMENT:

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

- (A) The Association;
- (B) A unit owner;
- (C) Anyone who occupies or is a tenant or guest in a unit; or

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

19.2 Creation and Enforcement of Charges. The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

19.3 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the condominium documents.

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

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

20. RIGHTS OF MORTGAGEES:

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

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

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

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title to a Condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

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

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the Condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

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

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

- (A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage shall not be deemed a material modification under this paragraph, nor shall any change in coverage which is mandatory under the Condominium Act as amended from time to time.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

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

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

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

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at

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any annual or special meeting called for the purpose. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.11 of the Bylaws.

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

21.5 Proviso. No amendment may change the boundaries or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

21.6 Enlargement of Common Elements. The common elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of Exhibits "A" and "B" to this Declaration. The amendment must be approved by the record owners of all units and all mortgagees of record on all units. The amendment divests the Association of title and vests title in the unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the units.

22. MISCELLANEOUS:

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

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

22.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

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

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

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22.6 **Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

22.8 **Time Share Prohibited.** No time share estates may be created in this Condominium.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration the day and year first above written.

Signed in the presence of:

[Signature]
Witness
BERYL ZERIVITZ

Tra-Vigné Condominium Association, Inc.

Printed name of witness
Kim A. Coomer
Witness
KIM A. COOMER
Printed name of witness

[Signature]
Its President

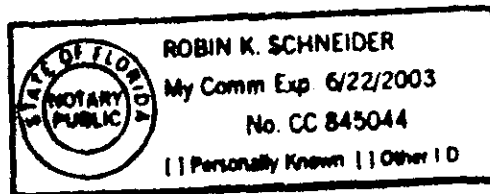
STATE OF FLORIDA
COUNTY OF COLLIER

(Seal - Florida Corporation
Not for Profit)

I hereby certify that on the 16th day of MARCH, 2000, personally appeared before me JOE JACOBSMAYER, as President of Tra-Vigné Condominium Association, Inc., a Florida corporation, who executed the foregoing certificate in the name and on behalf of said corporation

Notary Public-State of Florida:

Sign [Signature]
Print ROBIN K. SCHNEIDER
Personally Known ; or Produced
Identification _____
Type of Identification _____
Produced: _____
Affix Seal Below: _____



EXHIBITS TO DECLARATION

The following exhibits were recorded on May 1, 1989, together with the Declaration of Condominium of Tra-Vigné, a Condominium, by Declaration created on the same date, at Book 1437, Page 296 et seq., Public Records of Collier County, Florida. These exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Declaration of Condominium.

EXHIBIT "A" - LEGAL DESCRIPTION AND SURVEY OF CONDOMINIUM PROPERTY
EXHIBIT "B" - SURVEY

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

EXHIBIT "C" - ARTICLES OF INCORPORATION OF ASSOCIATION
EXHIBIT "D" - BYLAWS OF THE ASSOCIATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on March 20, 2000, for TRA-VIGNE' CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N31490.

OR: 2660 PG: 2500

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

Articles of Incorporation
Page 1

Exhibit "C"

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

TRA-VIGNÉ CONDOMINIUM ASSOCIATION, INC.

FILED
03 MAR 20 AM 8:58
TAMPA, FLORIDA

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation of Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 3, 1989 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Tra-Vigné Condominium Association Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Tra-Vigné Condominium Association, Inc., and its address is 11983 Tamiami Trail North, Suite 152, Naples, Florida 34110.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Tra-Vigné, a Condominium, located in Collier County, Florida.

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

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

- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money if necessary to perform its other functions hereunder.

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

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

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

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4th) of the voting interests.
- (B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.

- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and committee member of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, officer or committee member of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested members of the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

CERTIFICATE

The undersigned, being the duly elected and acting President and Secretary of Tra-Vigné Condominium Association, Inc., hereby certify that the foregoing were approved by the members owning not less than two-thirds (2/3rds) of the units in the condominium on the 15th day of February, 2000, which was a sufficient number for approval, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this 6 day of MARCH, 2000.

Tra-Vigné Condominium Association, Inc.

Joe H. Jacobsmeier
President

Attest:

(SEAL)

Beryl Zervitz
Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 16th day of March, 2000, by JOE JACOBSMAYER and BERYL ZERVITZ, President and Secretary, respectively, of Tra-Vigné Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

Notary Public-State of Florida:

Sign Robin K. Schneider

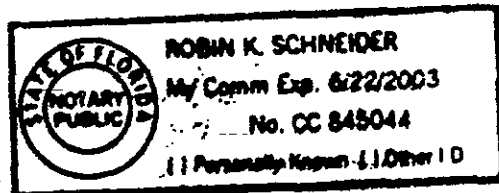
Print Robin K. Schneider

Personally Known ; or Produced Identification _____

Type of Identification _____

Produced: _____

Affix Seal Below:



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

AMENDED AND RESTATED BYLAWS

OF

TRA-VIGNÉ CONDOMINIUM ASSOCIATION, INC.

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

1.1 Principal Office. The principal office of the Association is at 11983 Tamiami Trail North, Suite 152, Naples, Florida 34110 or such other address as may be selected from time to time by the Board of Directors.

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

1.3 Definitions. The definitions set forth in Section 4 of the Declaration of Condominium shall also apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective after all of the following events have occurred.

- (A) Delivery to the Association, if required, of a written designation of a primary occupant. __
- (B) Approval by the Board of Directors as provided for in Section 14 of the Declaration of Condominium.
- (C) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (D) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

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

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

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall automatically terminate.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of February at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting all ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings. Notice of members meetings, including a recall meeting and the annual meeting, which must include an identification of agenda items, must state the time, date, and place of the meeting, and shall be delivered or mailed to each unit owner by first class mail, unless waived in writing, at least 14 days prior to the meeting. An officer of the Association or the Manager shall execute an affidavit of mailing or delivery per F.S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof

of such mailing or delivery. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners shall by duly adopted rule designate a specific location the Condominium property upon which all notices of unit owner meetings shall be posted.

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

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

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

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

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

- (A) Counting of ballots in annual election (if necessary).
- (B) Call of the roll or determination of quorum.
- (C) Reading or disposal of any unapproved minutes.
- (D) Reports of Officers.
- (E) Reports of Committees.
- (F) Unfinished Business.
- (G) New Business.

(H) Adjournment.

3.9 Minutes and Inspection of Records. Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner, shall be reduced to written form within thirty (30) days, and kept for a period of seven (7) years after the meeting. These minutes, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within five (5) working days after receipt of a written request by the Board or its designee. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying on the Condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.

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

3.11 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 above. If the vote is taken by the method described in this Section, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors shall be elected for two (2) year staggered terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members as

described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a member of the Association or the spouse of a member.

4.3 Elections. In each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

- (A) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the scheduled election the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than thirty (35) days before the election, on one side of a sheet, no larger than 8 1/2 inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall have no liability for its contents but shall not edit, alter, or otherwise modify the content of the information sheet. However, in order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.
- (B) A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from a member of the Board of Directors or other unit owner but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.
- (C) There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.
- (D) An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.
- (E) In the event of a tie for a designated position of the Board, the tie shall be resolved by agreement of the candidates, if possible; otherwise, a runoff election shall be held in accordance with Rule 61B-23.0021 of the Florida Administrative Code.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor. In the alternative, at the option of the Board, the successor may be elected by secret ballot of the members in a special election conducted in conjunction with a special meeting of the members. Any successor appointed or elected pursuant to this Paragraph (A) shall serve the entire remaining term of his predecessor.
- (B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum, provided however, that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled as provided by law.

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

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, facsimile machine, or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium property or Association property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of units may be approved shall be mailed to each owner at least fourteen (14) days before the meeting, except in an emergency, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall be given as stated in Section 6.2 below. The right of owners to attend Board meetings includes the right to speak.

on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

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

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

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

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

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

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association, to act for and in the place of the Board or to make recommendations to the Board regarding the Association budget, the committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings. Meetings of all other committees shall be exempted from these requirements. Committees for the purpose of nominating candidates for election to the Board of Directors are prohibited. The Board, however, may appoint a search committee to encourage qualified persons to become candidates for the Board.

4.16 Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

- (A) In anticipation of or during any emergency defined in Paragraph (E) below, the Board of Directors of the Association may:
 - (1) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent of the Association; and
 - (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (B) During an emergency defined in Paragraph (E) below:
 - (1) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;
 - (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum; and
 - (3) The Director or Directors in attendance at a meeting shall constitute a quorum.
- (C) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:
 - (1) Binds the Association; and
 - (2) May not be used to impose liability on a Director, officer, employee, or agent of the Association.
- (D) An officer, Director, or employee of the Association acting in accordance with any emergency Bylaws is only liable for willful misconduct.
- (E) An emergency exists for purposes of the Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

4.17 Voting on Master Association Matters. A Neighborhood Representative shall cast the votes of the members, where required, in matters of The Vineyards Community Association, Inc., (the "Master Association"). The Neighborhood Representative shall cast all votes of the members, which votes shall be cast in a block unless otherwise provided in the Master Documents. The Neighborhood Representative shall not be required to obtain a consensus or approval on any voting matters from the unit owners, unless specifically required by the Master Documents. The Neighborhood Representative shall be the President of the Association or his appointee, provided that such appointee is a member of the Association.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board, from time to time, may appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

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

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

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

6.1 Depository; Commingling. The Association shall maintain its funds in federally insured investment vehicles and accounts as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. Reserve and operating funds shall not be commingled except to the extent permitted by the Condominium Act, as amended from time to time.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be fully funded unless the members subsequently determine at a duly called meeting by vote of a majority of the voting interests in person or by limited proxy to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by majority vote at a duly called members' meeting.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any

Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

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

6.8 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with F.S. 718.111(13) or in lieu thereof (if required by Rule 61B-23.004 Florida Administrative Code) a complete set of financial statements. A copy of the report or the financial statements shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

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

6.10 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

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

8.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or the rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law (currently \$100.00 per violation), and no fine may be levied against an unoccupied unit. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount allowed by law (currently \$1,000.00). The procedure for imposing fines shall be as follows:

- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
- (1) A statement of the date, time and place of the hearing;
 - (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated; and,
 - (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 - (4) The amount of any proposed fine.
- (B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

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

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

9. CONTRACTS FOR PRODUCTS AND SERVICES; REQUIREMENTS. All contracts for the purchase, lease, or renting of materials or equipment or for services, or which are not to be fully performed within one year, shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, and for attorneys, accountants, architects, engineering and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within Collier County. The Association need not accept the lowest bid. This Paragraph shall be deemed to incorporate the provisions of the Condominium Act as it exists from time to time including the right of the Association to opt out of the requirements of this Paragraph.

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

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

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

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

10.4 Recording; Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

11. MISCELLANEOUS.

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

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

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

11.4 Fire Safety Compliance. The Board of Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the units with the applicable Fire and Life Safety Code.