

This instrument prepared by:

Robert F. Rogers, Esquire
75 Vineyards Boulevard, Suite 500
Naples, Florida 34119
(239) 353-1973

**THIRD AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF
VENEZIA GRANDE ESTATES HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 15TH day MAY, 2015, by Vineyards Development Corporation, a Florida corporation (the "Developer").

WHEREAS, the Developer has recorded a Declaration of Covenants, Conditions and Restrictions of Venezia Grande Estates Homeowners Association, in Official Records Book 3246, Pages 3293, et seq., of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, the Declaration reserves the right of the Developer to make amendments to the Declaration which the Developer now desires to do.

NOW, THEREFORE, the Developer, pursuant to the aforesaid rights, hereby amends the Declaration as follows:

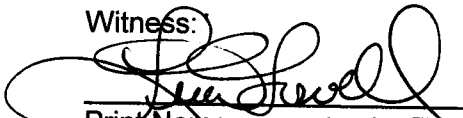
The attached page 5 is hereby amended as noted thereon. The rules regarding pets and animals shall be as stated in paragraph 10.19 of the Declaration.

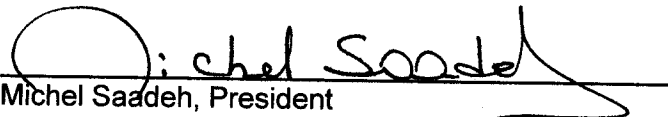
IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to the Declaration of Condominium to be executed by its undersigned duly authorized officer on the date set forth above.

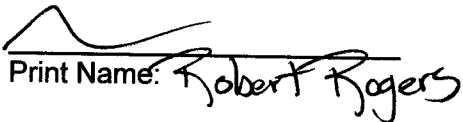
Signed sealed and delivered in the presence of:

VINEYARDS DEVELOPMENT CORPORATION
a Florida corporation

Witness:


Print Name: LUNDA H. FOWLER


Michel Saadeh, President



Print Name: Robert Rogers


Address: 75 Vineyards Boulevard, Suite 500
Naples, Florida 34119

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHEL SAADEH, who is personally known to me and who is known to be the President of VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 15 day of May, 2015.

 ROBERT ROGERS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE834580
Expires 9/12/2016


NOTARY PUBLIC

Guidelines – General



Following are general guidelines for VGEHA, in alphabetical order by topic.

Air Conditioning

All homes in Venezia Grande Estates were constructed with central air conditioning and heating units. Therefore, the installation of external/window air conditioners in any structure on your lot is not permitted.

Landscaping should be placed around all external central air conditioning and heating units, so that this equipment is not visible from the street, golf course or neighbors' properties.

Alterations – House Exterior

Please refer to the "House Exterior Alterations" section found later in this Handbook.

Alterations – Landscape

Please refer to the "Guidelines – Landscape Alterations" section found later in this handbook.

Animals

Your pet(s) should not be a nuisance to your neighbors. Excessive barking by a dog, a dog that frequently escapes from the house or a cat that roams the neighborhood is considered a nuisance. Neighbors should not be disturbed by noise or actions created by household pets.

Animals are not permitted to run loose. They must be confined to your property and walked on a hand-held leash. This is a Collier County law.

You must clean up after your pet, whether on your property or in the neighborhood. Do not allow your pet to urinate on any vegetation, other than that on your lot. Any Member whose pet defecates on any Common Areas of any other Members Property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association.

~~Owners may keep up to two commonly accepted household dogs, not to exceed 50 pounds each, or up to two cats. No horses, cows, hogs, pigs, swine, goat, chickens, pigeons or any other such animal, fowl or reptile shall be kept on any of the Property.~~

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VENEZIA GRANDE ESTATES**

THESE AMENDMENTS are made this 29th day of June, 2016, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates in O.R. Book 3246, Pages 3293, *et seq.*, of the Public Records of Collier County, Florida, (the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 12.02 of the Declaration, Declarant may unilaterally amend this Declaration; and

WHEREAS, the Declarant wishes to amend the Declaration;

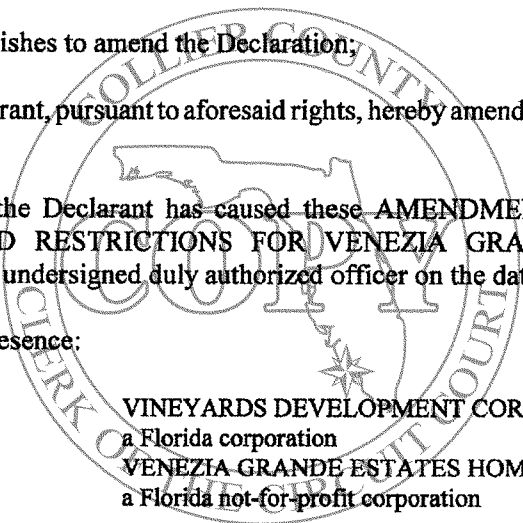
NOW, THEREFORE, Declarant, pursuant to aforesaid rights, hereby amends the Declaration as shown on "Exhibit A" attached hereto:

IN WITNESS WHEREOF, the Declarant has caused these AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION to be executed by its undersigned duly authorized officer on the date set forth above.

Signed, sealed and delivered in our presence:

WITNESSES:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

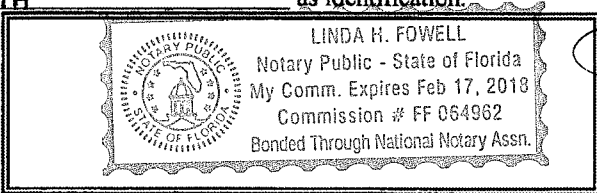


By: Michel Saadeh
Michel Saadeh, President (for both entities)

[Signature]
(Signature)
Robert Rogers
(Print name)
[Signature]
(Signature)
DENISE A. HOLLER
(Print name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of June, 2016 by Michel Saadeh, as President and CEO of Vineyards Development Corporation and Venezia Grande Estates Homeowners' Association, Inc., and who is personally known to me or has produced N/A as identification.



[Signature]
Signature of Notary Public

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

**AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VENEZIA GRANDE ESTATES**

The Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates ("Declaration") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article II, Section 2.02 of the Declaration shall be amended as shown below:

2.02 "Area of Common Responsibility" shall mean and refer to the Common Areas together with those areas which by the terms of this Declaration are the maintenance responsibility of the Venezia Grande Estates Homeowners' Association, ~~including without limitation maintenance of the exterior of Units.~~ The Areas of Common Responsibility shall also include those areas, if any, which are to be maintained by the Venezia Grande Estates Homeowners' Association pursuant to a contract entered into by the Venezia Grande Estates Homeowners' Association and a third party.

2. Article II, Section 2.11 of the Declaration shall be amended as shown below:

2.11 "Declaration" or "Venezia Grande Estates Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates, including all amendments lawfully adopted after the date these documents are recorded.

3. Article II, Section 2.22 of the Declaration shall be amended as shown below:

2.22 "~~Architectural Review New Construction~~ Committee" or "ARC Committee" shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in Venezia Grande Estates.

4. Article II, Section 2.23 of the Declaration shall be amended as shown below:

2.23 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Unit (including Declarant and any Merchant Builders, but excluding any party holding an interest merely as a security for the performance of an obligation). If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. ~~If a Unit is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for purposes of exercising all privileges of membership in the Venezia Grande Estates Homeowners' Association.~~

5. Article III, Section 3.01 of the Declaration shall be amended as shown below:

3.01 ~~Plan for Development.~~

~~(a) General. Declarant presently plans to develop Venezia Grande Estates as single family homes. Declarant also has the right to develop a portion of Venezia Grande Estates as Common Areas, which may include, without limitation, streets, entry signs, lighting and landscaping. Declarant makes no representations or warranties of any kind or nature that it will construct single family homes or any Common Areas in Venezia Grande Estates. Declarant reserves to itself the right, in its sole discretion, to develop~~

~~Venezia Grande Estates in any manner it desires, in accordance with the requirements of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Venezia Grande Estates.~~

(b) Declaration, Venezia Grande Estates Homeowners' Association. This Declaration is not a declaration of condominium. No portion of Venezia Grande Estates is submitted by this Declaration to the condominium form of or ownership. Declarant has caused the Venezia Grande Estates Homeowners' Association to be formed to perform certain administrative and operation functions regarding Venezia Grande Estates as set forth more fully in the Venezia Grande Estates Documents. The Venezia Grande Estates Homeowners' Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. Except as otherwise specifically provided in the Venezia Grande Estates Documents, ~~t~~The expressed intent of the Venezia Grande Estates Documents is that the substantive rights hereunder shall not be affected by legislation subsequent to the date of the execution of the Venezia Grande Estates Documents.

6. Article III, Section 3.02 of the Declaration shall be deleted in its entirety as shown below:

~~3.02—Property. Declarant shall have the right by supplement to change the use of any portion of Venezia Grande Estates subject only to the approval of the Owners of the Property. Additionally, Declarant reserves the right by supplement to determine that any portion of Venezia Grande Estates is no longer subject to this Declaration, subject only to the consent of the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Venezia Grande Estates; provided, however, that any such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of Venezia Grande Estates. In addition to the initial property subject to this Declaration, any property which Declarant shall acquire within Venezia Grande Estates shall be automatically subject to this Declaration.~~

7. Article III, Section 3.03 of the Declaration shall be deleted in its entirety as shown below:

~~3.03—Supplements. Declarant shall have the right, alone and in its sole discretion, to execute and record in the Office of the Clerk of the Circuit Court of the County, a supplement containing provisions which (a) assign a specific use to any portion of Venezia Grande Estates; (b) modify the provisions of this Declaration as they apply to all or any portion of Venezia Grande Estates; (c) create new provisions to this Declaration as they apply to all or any portion of Venezia Grande Estates; (d) withdraw the applicability of any of the provisions of this Declaration; and (e) do anything else permitted by this Declaration.~~

8. Article IV, Section 4.01 of the Declaration shall be amended as shown below:

4.01 Land Use Within Venezia Grande Estates.

(a) ~~In general, Declarant may, in its sole and absolute discretion, establish any use for the Property consistent with the terms of this Declaration, the Master Declarations, the P.U.D. Agreement covering the Vineyards and applicable governmental orders, approval, permits and regulations. The Property shall be subject to the use restrictions set forth in the Master Declaration and the design standards and guidelines adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association as the same may be supplemented by additional guidelines and standards adopted by the New Construction Committee (as defined in the Master Declaration) of the Master Association.~~

(b) Replacements, Repairs and Alterations. All replacements, repairs and other alterations to any of the Units must be consistent with the original design of the Unit, this Declaration and the Master Declaration.

9. Article IV, Section 4.02 of the Declaration shall be amended as shown below:

4.02 Common Areas. The Common Areas shall be those areas specifically designated by Declarant as exclusively or primarily for use by Owners. Declarant shall, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Venezia Grande Estates Homeowners' Association, and the Venezia Grande Estates Homeowners' Association shall accept, all of the Common Area. Certain portions of Venezia Grande Estates may be conveyed to the Master Association as Common Area or Neighborhood Common Area (as those terms are defined in the Master Declaration).

THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREA OR THE DEED TO ANY UNIT, THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Venezia Grande Estates Homeowners Association shall be paid for by the Venezia Grande Estates Homeowners' Association.

10. Article V, Section 5.01 of the Declaration shall be amended as shown below:

5.01 Membership. Every Owner, Merchant Builder and the Declarant, so long as they own Units, shall be members of the Venezia Grande Estates Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Venezia Grande Estates Homeowners' Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Supplement.

The Venezia Grande Estates Homeowners' Association shall have one class ~~two (2) classes~~ of membership, which shall be all owners of Units within Venezia Grande Estates. ~~:(a) Class "A" Members and (b) Class "B" Members as follows:~~

(a) ~~Class "A." Class "A" Members shall be all owners of Units within Venezia Grande Estates other than the Class "B" Member.~~

(b) ~~Class "B." The Class "B" Member shall be the Declarant. The Class "B" Membership shall terminate and be converted to Class "A" Membership on the earlier of (i) the date when the total votes associated with the Class "A" Membership exceed the total votes associated with the Class "B" Membership; (ii) the latest date allowed by law; or (iii) such earlier date as Declarant in its sole discretion establishes by Supplement.~~

11. Article V, Section 5.02 of the Declaration shall be amended as shown below:

5.02 Voting.

(a) ~~Class "A" Members. Class "A" Members shall be entitled to one (1) vote for each Unit owned by the respective Class "A" Member provided, however, there shall be only one (1) vote per Unit.~~

~~(b) Class "B" Member. Class "B" Member shall be entitled to three (3) votes for each Unit owned by the Class "B" Member. After termination of the Class "B" Membership, the Declarant shall be a Class "A" Member entitled to one (1) vote for each Unit owned. So long as Declarant or a Merchant Builder owns one (1) or more Units, Declarant shall have a right to disapprove actions of the Board of Directors and any committee.~~

~~(b e) Joint Ownership by Individuals, Corporations, Partnerships or Trusts. A Unit may be owned by two (2) or more natural persons, or in a 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 co-Owners, a trustee, corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Declaration. No more than one (1) such change will be approved in any twelve (12) month period. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one individual Person holds an interest in a Unit, the vote for the respective Unit shall be exercised by the Primary Occupant, any such Person; provided, however, the Persons holding the interest in the Unit can notify the Secretary of the Venezia Grande Estates Homeowners' Association, in writing, prior to or during any meeting of the manner in which the vote for the Unit is to be exercised, and, in the absence of such notice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Unit owned by Member that is a corporation, partnership, trust or other entity shall be exercised by the Primary Occupant as if the Primary Occupant were the only actual Owner, individual designee from time to time by the Owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.~~

12. Article V, Section 5.03 (b) of the Declaration shall be deleted in its entirety as shown below:

~~(b) Veto Power. So long as the Declarant is entitled to appoint at least one (1) member to the Board, the Declarant shall have a right to disapprove actions of the Board and any committees as more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, the Declarant may exercise its right to disapprove actions of the Board and any committees and the Venezia Grande Estates Homeowners' Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Venezia Grande Estates Homeowners' Association which the Declarant vetoed.~~

~~This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board or the Venezia Grande Estates Homeowners' Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Venezia Grande Estates Homeowners' Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.~~

~~This Section may not be amended without the express, written consent of the Declarant.~~

13. Article VI, Section 6.01 of the Declaration shall be amended as shown below:

6.01 Venezia Grande Estates Homeowners' Association General Maintenance Responsibility.

(a) General Maintenance. The Venezia Grande Estates Homeowners' Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Areas of Common Responsibility and keep the Areas of Common Responsibility in good repair and in accordance with the Venezia Grande Estates Standards, Community Wide Standards and Governing Documents. This obligation shall include, without limitation, maintenance, repair and replacement of streets, landscaping and entry features which are Common Areas of the Venezia Grande Estates Neighborhood, exterior customary maintenance of all lawns and landscaping on the unit (excluding replacement of sod, annuals, perennials, trees and shrubs), drainage and irrigation facilities, and common street lighting mechanisms.

14. Article VI, Section 6.04 of the Declaration shall be amended as shown below:

6.04 Owner's Responsibility. Each Owner shall maintain his or her Unit, including the replacement of sod, annuals, perennials, trees and shrubs on all landscaped areas located on his or her lot and in good repair and in a neat and attractive condition in accordance with the Venezia Grande Estates Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Venezia Grande Estates Homeowners' Association, (b) causes the Venezia Grande Estates Homeowners' Association's insurance premiums to increase or (c) interferes with the Venezia Grande Estates Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Venezia Grande Estates Homeowners' Association may perform it and assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment. Prior to entry, the Venezia Grande Estates Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency. THE VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.

15. Article VI, Section 6.05 of the Declaration shall be amended as shown below:

6.05 Rules and Regulations. The Venezia Grande Estates Homeowners' Association through its Board of Directors may make and enforce reasonable rules and regulations governing Venezia Grande Estates and the use of the Commons Areas (the "Venezia Grande Estates Standards and Guidelines Book"), which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate and which shall constitute a lien upon the Owner's Unit or Units and suspension of the right to vote and the right to use any recreational facilities (if any) on the Common Areas, and exclusion from Venezia Grande Estates of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Venezia Grande Estates Homeowners' Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

16. Article VIII, Section 8.01 of the Declaration shall be amended as shown below:

8.01 Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket

all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover ~~one hundred percent (100%)~~ of the replacement, repair or reconstruction of any insured item subject to reasonable deductibles as determined by the Board ~~cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.~~

Insurance obtained by the Venezia Grande Estates Homeowners' Association shall at a minimum comply with the requirements of the Master Declaration, including the provisions applicable to policy provision, loss adjustment and all other related subjects. All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

The Board shall also obtain a public liability policy covering the Common Areas and the Venezia Grande Estates Homeowners' Association and its Members for all damage or injury caused by the negligence of the Venezia Grande Estates Homeowners' Association or any of its Members or agents. The public liability policy shall have the liability limits established by the Board from time to time.

The Board may also obtain such other insurance policies as it deems appropriate, including, without limitation, Directors and Officers liability insurance and fidelity coverage.

17. Article VIII, Section 8.01 of the Declaration shall be amended as shown below:

8.06 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Venezia Grande Estates Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owners further covenants and agrees that in the event of a partial loss or damage resulting from less than total destruction of structures comprising his Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner Venezia Grande Estates Homeowners' Association shall continue to maintain the Unit in a neat and attractive condition.

All policies of insurance required by the terms of this Section shall name the Venezia Grande Estates Homeowners' Association as an additional insured and shall require that the Venezia Grande Estates Homeowners' Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

18. Article VIII, Section 8.07 (b) of the Declaration shall be amended as shown below:

Repair and Reconstruction. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless (i) ~~the Class "B" Member (so long as it exists); and~~ (ii) at least seventy-five percent (75%) of the total votes eligible to be cast by the ~~Class "A" Members~~ shall decide within one hundred twenty (120) sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Venezia Grande Estates Homeowners' Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the

affected portion of Venezia Grande Estates shall be restored to its natural state and maintained by the Venezia Grande Estates Homeowners' Association in a neat and attractive condition.

19. Article IX, Section 9.06 of the Declaration shall be amended as shown below:

9.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Venezia Grande Estates Documents, or any expense of the Venezia Grande Estates Homeowners' Association which is the obligation of an Owner or which is incurred by the Venezia Grande Estates Homeowner's Association on behalf of the Owner pursuant to Venezia Grande Estates Documents, shall be an Individual Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment. 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. Whenever title to a Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges (including late fees, costs, interest and attorneys fees) against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

20. Article IX, Section 9.07 of the Declaration shall be deleted in its entirety as shown below:

9.07 THIS SECTION INTENTIONALLY LEFT BLANK. ~~Declarant's Obligation for Assessments. Beginning on the date of the recordation hereof, and continuing until termination of the Class B Membership, Declarant may, in its sole discretion, elect not to pay Base Assessments on Units it owns, but pay the difference, if any, between the amount of Base Assessments payable by Owners other than Declarant and the actual Venezia Grande Estates Expenses. If Declarant determines not to pay the difference between the amount of Base Assessments payable by Owners other than Declarant and the actual Venezia Grande Estates Expenses, then Declarant shall pay Base Assessments as any other Owner pays for Units. Unless Declarant otherwise notifies the Board, in writing, at least (60) days prior to the end of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.~~

21. Article IX, Section 9.08 of the Declaration shall be amended as shown below:

9.08 Establishment of Lien. Failure to pay any and all Assessments when due, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees, shall be a charge on the Unit and shall be continuing lien upon the Unit against which such Assessment is made. The lien relates back to the date of the recording of this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the Public Records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; ~~except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.~~

~~Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning~~

~~any recorded mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Venezia Grande Estates Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Venezia Grande Estates Homeowners' Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Venezia Grande Estates Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.~~

22. Article IX, Section 9.11 of the Declaration shall be amended as shown below:

9.11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Venezia Grande Estates Homeowners' Association or the manager and payment of a processing fee set by the Venezia Grande Estates Homeowners' Association from time to time, not to exceed the highest amount allowed by law or one hundred dollars (\$100.00), whichever is greater ~~fifty dollars (\$50)~~, any Owner or Institutional Mortgagee of a Unit may request confirmation from the Venezia Grande Estates Homeowners' Association setting forth:

- (a) ~~The amount of any unpaid Assessments (whether Base, Special or Individual), interest, late charges, costs, expenses and attorneys' fees then existing against a particular Unit;~~
- (b) ~~The amount of the current periodic installments of the base Assessment and the date through which they are paid; and,~~
- (c) ~~Any other information deemed proper by the Venezia Grande Estates Homeowners' Association.~~

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

Prior to the issuance of such a statement, the Venezia Grande Estates Homeowners' Association may request the name of any proposed transferee of the Unit and the scheduled closing date. This will permit the records of the Venezia Grande Estates Homeowners' Association to accurately identify Members.

23. Article IX, Section 9.13 of the Declaration shall be amended as shown below:

9.13 Assessments Levied By The Master Association. The Venezia Grande Estates Homeowners' Association shall, upon the request of the Master Association, collect assessments owed to the Master Association by Owners. The Venezia Grande Estates Homeowners' Association shall remit these collected this amounts to the Master Association within ten (10) days of its receipt of these collected amounts along with an accounting of the Owners who have made payments and the amounts thereof. In the event any collected amount owed the Master Association is not timely paid to the Master Association by the Owners or the Venezia Grande Estates Homeowners' Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Venezia Grande Estates Homeowners' Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

24. A new Section 9.14 shall be added to Article IX of the Declaration as shown below:

9.14 Mortgage Foreclosure. Except as otherwise provided by the Homeowner's Association Act as it presently exists or is amended from time to time, the liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(a) The unit's unpaid common expenses and regular periodic or special assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this paragraph 9.14 (b) apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

25. A new Section 9.15 shall be added to Article IX of the Declaration as shown below:

9.15 Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, the Association's lien for unpaid charges or assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other lien or mortgage regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Homeowners Association Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

26. A new Section 9.16 shall be added to Article IX of the Declaration as shown below:

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

27. A new Section 9.17 shall be added to Article IX of the Declaration as shown below:

9.17 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid forty-five (45) 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, attorney 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 acceleration, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 720.3085 of the Homeowner Association Act, or may be sent separately.

If a Unit Owner fails to pay in full all assessments due under a lien and said default shall continue

into a new fiscal year, the Association shall have the right to accelerate the due date of the entire balance of the Unit's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal year. The right to accelerate a new fiscal year's assessments shall be exercised by sending to the delinquent Owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

28. Article X, Section 10.04 of the Declaration shall be amended as shown below:

10.04 Damage or Destruction on Units. In the event of damage or destruction to the improvements located on any Unit, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction or, in the event of total destruction to substantially all of the structures on a Unit, the Owner may elect to remove all structures on that Unit and landscape the Unit in accordance with a plan approved by the Board of Directors. If such repair and restoration or removal is not commenced within sixty (60) days from the date of such damage or destruction, the Venezia Grande Estates Homeowners' Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than the highest amount allowed by law and this Declaration ~~fifty dollars (\$50.00)~~ per day on the Owner unless the Owner can prove to the satisfaction of the Venezia Grande Estates Homeowners' Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be an Individual Assessment.

29. Article X, Section 10.05 of the Declaration shall be amended as shown below:

10.05 Abandoned, Inoperable, Commercial or Oversized Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Unit by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof ~~must~~ may be sent to personally served upon the Owner or by electronic mail and also by certified or registered mail, return receipt requested, to the address of the owner which is listed in the Association records posted on the unused vehicle; if such vehicle has not been removed within seventy two (72) hours thereafter, the Venezia Grande Estates Homeowners' Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

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

Subject to applicable laws and ordinances, any vehicles parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Venezia Grande Estates Homeowners' Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Venezia Grande Estates Homeowners' Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be

grounds for relief of any kind.

Owners are required to garage all owned vehicles; provided however, that if the Owner has been approved for more than two (2) vehicles, Owner shall be required to garage two (2) vehicles before utilizing the driveway for additional parking.

30. Article X, Section 10.07 of the Declaration shall be amended as shown below:

10.07 Construction Regulations of the Venezia Grande Estates Design Review Criteria. All Owners and their contractors shall comply with the construction regulations of the Venezia Grande Estates Design Review Criteria, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Venezia Grande Estates at any time; the conservation of landscape materials; and fire protection. Whenever a Unit Owner contracts for the alteration, addition or improvement of any portion of the exterior of any Unit or the Common Areas, including tree removal or major pruning of landscaping, approval from the Association is required pursuant to the Venezia Grande Estates Community Standards and Guidelines Handbook. As a condition of Association approval, such Owner shall warrant to the Association and its members that his or her contractor is 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.

31. Article X, Section 10.09 of the Declaration shall be amended as shown below:

10.09 Annoying Lights, Sounds or Odors. No light, sound or odor shall be emitted from any Unit which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, and those approved by the Board of Directors of Venezia Grande Estates Homeowners' Association, Inc., shall be permitted.

32. Article X, Section 10.15 of the Declaration shall be amended as shown below:

10.15 Leasing and Ownership of Units.

10.15.1 Forms of ownership:

(a) A Unit may be owned by one natural person.

(b) Co-ownership. Co-ownership of Units is permitted. If there are co-owners, the Board shall be entitled to require the owners to designate one (1) 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 must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(c) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. 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. A trustee, or corporation, partnership or other entity as a Unit Owner shall be required to designate one (1) natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by

the Board of Directors. 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 (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.

(e) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such residence, and occupancy of the residence 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 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 and shall be subject to subsection (b) above.

10.15.2 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 10.15.3 (a)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse or non-spouse companion 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 10.15.3 below.

(d) Committee Approval. 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.

10.15.3 Procedures.

(a) Notice to Association.

(1) Sale or Gift. An owner of a Unit intending to make a sale or gift of his 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 or non-spouse companion, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee of a Unit

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.

(3) 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 Unit 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 the Vice-President of the Association in recordable form and delivered to the transferee of the Unit. 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. Approval of the Association shall be withheld or denied only for good cause, and then 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:

(1) The person seeking approval or others who will occupy the Unit have 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;

(2) The person seeking approval or others who will occupy the Unit have a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(3) The person seeking approval or others who will occupy the Unit give the Board reasonable cause to believe those persons intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the property;

(4) The person seeking approval or others who will occupy the Unit have a history of disruptive behavior or disregard for the rights or property of others;

(5) The person seeking approval or others who will occupy the Unit have evidenced an attitude of disregard for Association rules by their conduct in Venezia Grande Estates as a tenant, Unit owner or occupant of a residence;

(6) The parties to the proposed transfer or others who will occupy the Unit have 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

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

10.15.4 Exception. The provisions of Sections 10.15.2 and 10.15.3 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.

10.15.5 Unapproved Transfers. Any sale or transfer of ownership of a Unit which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall not be concluded; and if it is concluded in disregard of this Section, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

10.15.6 Fees Related to the Sale, Lease or Other Transfer of Units. Whenever herein the Board's approval is required to allow the sale, lease or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law or one hundred dollars (\$100) per applicant, whichever is greater. In addition to the transfer fee, the Association may perform a background and credit review for all potential occupants over the age of eighteen (18), and the applicant or potential occupants shall be responsible for the cost of those reviews.

10.15.7 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. An 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. The legal responsibility for paying Association assessments may not be delegated to the lessee. If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand by notice as provided by Statute that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Unit. A tenant is immune from any claim by the Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the association releases the tenant or the tenant discontinues tenancy in the unit. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Unit Owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The Association may issue notice under s. 83.56, Florida Statutes, and may sue for eviction under ss. 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under chapter 83 and specifically has no obligations under s. 83.51. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Unit owner to vote in any election or to examine the books and records of the Association.

10.15.8 Procedures.

(a) Notice by the 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 ten (10) 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 or her spouse or non-spouse companion, if any, as a pre-condition to approval.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) 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 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 property;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
or

(10) the Unit Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

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

10.15.9 Term of Lease and Frequency of Leasing. No Unit may be leased more often than four (4) 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.

10.15.10 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 restrictions. If the lessee and all of his family members within the first degree of relationship are absent, no other person may occupy the Unit.

10.15.11 Regulation by Association. All of the provisions of the governing 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 governing 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.

~~Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Venezia Grande Estates rules and regulations.~~

~~(a) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;~~

~~(b) The lease shall be specifically subject to the Venezia Grande Estates Documents and any failure of the tenant to comply with the Venezia Grande Estates Documents shall be a default under the lease; and;~~

~~(c) The Owner shall be liable for any violation of the Venezia Grande Estates Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.~~

33. Article X, Section 10.17 of the Declaration shall be amended as shown below:

10.17 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected, posted, or displayed anywhere within Venezia Grande Estates, including those posted on any Unit or in windows of buildings or motor vehicles, unless the same complies with the standards and guidelines established pursuant to the Master Community Documents and has been approved by the Master Association, except as may be required by legal proceedings. The Master Association reserves the right to restrict the size, color, lettering, height, material and location of signs. The Venezia Grande Estates Homeowners' Association shall have the right to remove signs which fail to comply with standards set by the Master Association and upon prior approval of the Master Association may set more stringent sign requirements for the Units.

34. Article X, Section 10.19 of the Declaration shall be amended as shown below:

10.19 Pets and Animals. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. 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 Venezia Grande Estates. The Owner of any pet shall hold the Association, its officers, and directors harmless from any liability or loss arising from the keeping of the pet in Venezia Grande Estates. All animals shall be contained on the Owner's Unit and shall not be permitted to roam freely. Any Owner whose pet defecates on any Common Areas or any other lot Owners property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons, or any other such animal, fowl or reptile shall be kept on any of the Property.

35. A new Section 10.21 shall be added to Article X of the Declaration to read as shown below:

10.21 All homes in Venezia Grande Estates were constructed with central air conditioning and heating units. Therefore, the installation of external/window air conditioners in any structure on your lot is not permitted. Landscaping should be placed around all external central air conditioning and heating units, so that this equipment is not visible from the street, golf course or neighbors' properties.

36. Article XI of the Declaration shall be amended as shown below:

ARTICLE XI
ARCHITECTURAL REVIEW NEW CONSTRUCTION COMMITTEE

11.01 Membership. There is hereby established an Architectural Review New Construction Committee ("ARC") which shall be responsible for the administration of the Venezia Grande Estates Standards, new construction and modifications to existing improvements. The ARC Committee shall be composed of a minimum of three (3) persons, who need not be Members of the Association. All of the members of the ARC Committee shall serve at the pleasure of the Board and shall be appointed, removed and replaced by the Board of Directors.

11.02 Purpose. The ARC Committee shall review, study and either approve or reject proposed alterations to improvements to the lot or on the Units, all in compliance with this Declaration and as further set forth in any rules and regulations and the Venezia Grande Estates Design Review Criteria as shall be adopted and established and may be amended from time to time by the ~~Declarant or the~~ Board of Directors. Notwithstanding any provision herein, the ARC Committee shall have the power only to review and comment on improvements initially constructed on vacant Units. Sole jurisdiction for approval of such initial construction shall be within the purview of the ARC New Construction Committee described in the Master Community Documents. Said comments shall be provided to the appropriate committee pursuant to its architectural review powers under the Master Community Documents. The ARC Committee shall exercise its best judgment to see that all improvements conform and harmonize with any existing buildings as to external design, quality and type of construction materials, color, plot plan, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the ARC Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.03 Organization and Operation of ARC Committee.

(a) The term of office of each member of the ARC Committee, subject to Section 11.01, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC Committee member die, retire, become incapacitated or be temporarily absent,

a successor may be appointed as provided in Section 11.01.

- (b) The chairman shall be appointed by the Board of Directors.
- (c) The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each ARC Committee member prior to any meeting.
- (d) The affirmative vote of a majority of the ARC Committee members present at a meeting at which a quorum is present shall govern its actions and may be the act of the ARC Committee. A quorum shall consist of a majority of the members.
- (e) The ARC Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

11.04 Expenses. Except as hereinafter provided, all expenses of the ARC Committee shall be paid by Venezia Grande Estates Homeowners' Association. The ARC Committee shall have the right to charge a reasonable filing fee for each application submitted to it for review, in an amount established by the ARC Committee from time to time, which amount is designed to cover the costs of the ARC Committee. The filing fees shall be collected by the ARC Committee and remitted to the Venezia Grande Estates Homeowners' Association to help defray the expenses of the ARC's Committee's operation.

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

11.06 Limitation of Liability. The ARC Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Board of Directors, the ARC Committee, nor any individual member thereof, shall be liable to any person for any official act of the ARC Committee in connection with submitted plans and specifications, except to the extent the ARC Committee or any individual member thereof acted with malice or wrongful intent. Approval by the ARC Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the ARC Committee has approved plans and specifications, neither the ARC Committee nor any of its members shall be responsible or liable to any Owner or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve. Neither the Board, the ARC New Construction Committee nor any agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Venezia Grande Estates Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Board of Directors and the ARC Committee shall be defended and indemnified by the Venezia Grande Estates Homeowners' Association in any suit or proceeding.

11.07 Approval Required. Any reconstruction or the refinishing or alteration of any part of the exterior of any building or other improvement on the Units is absolutely prohibited until and unless the Owner first obtains approval thereof from the ARC New Construction Committee and otherwise complies with the provisions hereof. All improvements shall be constructed only in accordance with the approved plans.

11.08 Removal of Non-Conforming Improvements. The Venezia Grande Estates Homeowners' Association, upon request of the ARC Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Venezia Grande Estates Homeowners' Association for all expenses incurred in connection therewith.

11.09 Compliance. Any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of the Venezia Grande Estates Design Review Criteria and the procedures promulgated by the ARC Committee may be excluded by the Board from the Unit without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

11.10 Appeal of ARC Decisions. Any Owner aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

37. Article XII, Section 12.02 of the Declaration shall be amended as shown below:

12.02 Amendment. Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration. After such termination, the Declarant may unilaterally amend this Declaration at any time and from time to time as such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an Institutional Mortgagee to enable such lender or a purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. So long as it still owns any of the Property for development or sale in Venezia Grande Estates, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Venezia Grande Estates Homeowners' Association, who are present and voting, in person or by proxy, at a duly called meeting, called for the purpose, including sixty-seven percent (67%) of the votes held by the Class A Members and the Class B Member, so long as such membership exists; provided, however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of Collier the County to be effective.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and the third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

38. Article XII, Section 12.06 of the Declaration shall be amended as shown below:

12.06 Litigation. Except as otherwise provided by the Homeowners Association Act as amended from time to time, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought, but shall not be required to 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 of a residential Owner; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

No judicial or administrative proceeding shall be commenced or prosecuted by the Venezia Grande Estates Homeowners' Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members of the Venezia Grande Estates Homeowners' Association. This Section shall not apply, however, to: (a) actions brought by the Venezia Grande Estates Homeowners' Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Venezia Grande Estates Homeowners' Association in proceedings instituted against it. In the event any claim is made against Declarant or any litigation is instituted against Declarant, then the Venezia Grande Estates Homeowners' Association shall assess all Members of the Venezia Grande Estates Homeowners' Association, other than the Declarant, for the costs of said claim or litigation, including without limitation, attorneys' fees incurred, and funds from any other Assessments shall not be used for any such claim or litigation. In the event the Declarant is the prevailing party, the Venezia Grande Estates Homeowners' Association shall levy a Special Assessment against all Owners of Units in Venezia Grande Estates, other than the Declarant, and pay to the Declarant all of its cost, including attorney fees both at trial and on appeal, for any such claim or litigation. This provision shall not be amended unless such amendment is made by the Declarant or is approved by the percentage of votes and pursuant to the same procedures necessary to institute proceedings as provided above.

39. Article XIII, Section 13.03 (b) of the Declaration shall be amended as shown below:

(b) The approval of at least fifty-one (51%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to add to or amend any material provision of the Venezia Grande Estates Documents which establish, provide for, govern or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- ~~(1) Voting;~~
- ~~(2) Assessments, Assessment liens, subordination of such liens;~~
- ~~(1 3) Insurance or fidelity bonds; or~~
- ~~(4) Any provisions which are for the express benefit of mortgagees;~~
- ~~(2 5) Boundaries of any Unit, ; or;~~
- ~~(6) Leasing of Units.~~

40. A new Section 14.04 shall be added to Article XIV of the Declaration to read as shown below:

14.04 Contradiction With Community Standards and Guidelines Handbook. THIS DECLARATION IS SUPPLEMENTED BY THE VENEZIA GRANDE ESTATES COMMUNITY STANDARDS & GUIDELINES HANDBOOK, ATTACHED AS EXHIBIT C. IF THERE IS A CONTRADICTION BETWEEN THIS DECLARATION AND THE COMMUNITY STANDARDS AND GUIDELINES HANDBOOK, THE DECLARATION SHALL CONTROL.

AMENDMENTS TO THE GENERAL GUIDELINES
OF
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.

The General Guidelines of Venezia Grande Estates Homeowners' Association, Inc. ("Guidelines") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

41. The Introduction to the Guidelines shall be amended as shown below:

The Board of Directors of Venezia Grande Estates Homeowners' Association (VGEHA) created this Handbook to summarize certain components of the *Declaration of Neighborhood Covenants, Conditions and Restrictions for Venezia Grande Estates (CC&Rs)* and the *Articles of Incorporation and By-Laws of Venezia Grande Estates Homeowners' Association, Inc.* All the documents listed above comprise VGEHA's Governing Documents.

This Handbook updates, summarizes and complements a wide variety of rules, regulations, covenants and guidelines regarding the use, maintenance and modification of our community, common areas, as well as your property and residence.

Overall, we intend for this Handbook to help you, the Member, to:

- Maintain a safe and pleasant environment for all Venezia Grande Estates residents to enjoy,
- Maintain a sense of community,
- Maintain consistent architectural and landscaping qualities and features and
- Keep our community competitive in the real estate market.

Please note: *The Governing Documents for Vineyards and Venezia Grande Estates contain covenants, conditions and restrictions all residents and guests must follow. Legally, these covenants are part of the deed for each home and are binding upon all homeowners and their guests regardless of whether these Members are familiar with such covenants. This handbook is provided as a summary of the Governing Documents. If any of the Governing Documents conflict with each other, the following order shall apply: the Master Declaration, the Venezia Grande Estates Declaration, the Articles, the By-Laws and the General Guidelines whichever document is stricter shall control.*

42. The Board of Directors' Responsibility Section of the Guidelines shall be amended as shown below:

The Board's responsibilities and powers are delineated in the VGEHA Governing Documents Declaration.

43. The Budget Section of the Guidelines shall be amended as shown below:

Each year, the Board develops a budget for the calendar year which is presented to the Members at the annual meeting.

The budget includes, but is not limited to, the following items:

- ~~VGEHA's payments to the VCA for maintenance;~~ A access control and basic cable television subscription,
- Accounting and legal fees,
- Insurance,
- Office and administration expenses,
- Funds for the maintenance, repair and replacement of improvements to the Areas of Common Responsibility.
- Common Area Ground and road reserves and
- Special projects.

The Board may revise the budget, as the year progresses, within the legal guidelines of the Governing Documents and Florida Law.

44. The Committees Section of the Guidelines shall be amended as shown below:

The Board may appoint committees to address specific concerns in the community. These committees are for information only, to be used at the Boards' discretion.

An *Architectural Review Committee (ARC)* is a standing committee, dedicated to ensuring all modifications and alterations to homes, property and landscaping are made within the guidelines established for Venezia Grande Estates. ~~Until turnover, this committee is controlled by the Developer.~~

45. The Animals Section of the Guidelines shall be amended as shown below:

Your pet(s) should not be an unreasonable annoyance or nuisance to your neighbors. Excessive barking by a dog, a dog that frequently escapes from the house or a cat that roams the neighborhood is considered an unreasonable annoyance or nuisance. Neighbors should not be disturbed by noise or actions created by household pets.

Animals are not permitted to run loose. They must be confined to your property and walked on a hand-held leash. This is a Collier County law.

You must clean up after your pet, whether on your property or in the neighborhood. Do not allow your pet to urinate on any vegetation, other than that on your lot. Any Member whose pet defecates on any Common Areas or on of any other Members Property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association.

46. The CC&Rs - Covenants, Conditions and Restrictions Section of the Guidelines shall be amended as shown below:

A copy of the *Covenants, Conditions and Restrictions for Venezia Grande Estates* and the *By-Laws of Venezia Grande Estates Homeowners' Association, Inc.* is delivered to all homeowners prior to closing on their lot/house. ~~To obtain a copy of these documents, please call and make a request to the Vineyards Development Corporation. Copies of these documents will be mailed to you for a duplication/assembly fee.~~

47. The Clotheslines Section of the Guidelines shall be amended as shown below:

No clotheslines or drying yards shall be located as to be visible from neighboring residences or from the interior roadways within Venezia Grande Estates. ~~Laundry or wash may not be dried on a line outside of~~

~~your house or visible to a neighbor, golfer or passerby. No clotheslines or drying racks are permitted on the exterior of the home.~~

48. The Damage and Destruction Section of the Guidelines shall be amended as shown below:

Each Member is responsible for the upkeep of their property.

If any portion of your property becomes damaged or destroyed, for whatever reason, you are responsible to begin repairs within thirty (30) days of the date of the damaging or destructive event and finish as soon as possible, but within no more than six months of the event. Failure to comply could result in an fine assessment by the VGEHA to the Member of one hundred dollars (\$100) \$50.00 per day or the maximum amount permitted by law or the Venezia Grande Estates Declaration as amended from time to time unless the Member can satisfactorily prove that such failure is due to circumstances beyond your control.

49. The Garages Section of the Guidelines shall be amended as shown below:

Your garage is to be used for parking your vehicles and/or storage.

You cannot modify your garage to become a temporary or permanent living space.

For safety, security and appearance, you are required to keep your garage doors closed at all times unless you are actively using your garage. Owners are required to garage all owned vehicles; provided however, that if the Owner has been approved for more than two (2) vehicles, Owner shall be required to garage two (2) vehicles before utilizing the driveway for additional parking. All cars must be parked in the garage at all times. No cars or trucks are allowed in the driveway or street overnight at any time. Your guest(s) should park in your driveway. Your service resources should park in your driveway, not on the street. No vehicles may be parked overnight on the street. Guest vehicles parked overnight in your driveway for a period of more than one week require the approval of VGEHA and VCA.

50. The Inappropriate Activity Section of the Guidelines shall be amended as shown below:

Any activity that can be deemed an unreasonable annoyance, offensive, noxious, illegal, unhealthful, injurious, unwholesome, harmful or dangerous by the general community will not be tolerated within Venezia Grande Estates.

51. The Screens and Screening Material Section of the Guidelines shall be amended as shown below:

Window, porch and screened enclosures/cage screens should be maintained and free of holes. Screening material can be brown, black or bronze. Replacement of cages or screens with colors that are different from the original materials This requires the approval of VGEHA and VCA.

52. The Signs Section of the Guidelines shall be amended as shown below:

No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any home unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the VGEHA and VCA.

All signs must also conform with governmental codes and regulation and with design standards and guidelines for signs established by the VGEHA and VCA.

A single approved "Open House" sign may be placed at the entrance of Venezia Grande Estates, as well as on your lot, from 9 AM to 5 PM on Saturdays and Sundays only.

"Open House" signs must be 12" x 18", white, PVC, 2-sided with hunter green lettering and a white stake. Signs are available for purchase from Naples Board of Realtors or Cecil's Copy Express.

Except as otherwise provided by Florida law, as amended from time to time, a sign from your alarm/security company in conformance with VGEHA and VCA standards and guidelines may not be placed on your lot. No signs of any size or type may be placed in or on any windows on any lot or upon any vehicle.

53. The Solar Equipment Section of the Guidelines shall be amended as shown below:

Except as otherwise provided by Florida law, as amended from time to time, sSolar equipment, including solar panels, is not permitted in Venezia Grande Estates.



**AMENDMENT TO THE
BYLAWS OF
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this 29th day of June, 2016, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, pursuant to Article VII of the Bylaws of the Association, the Bylaws may be amended by the Board of Directors of the Association; and

WHEREAS, the Board of Directors of the Association wishes to amend the Bylaws;

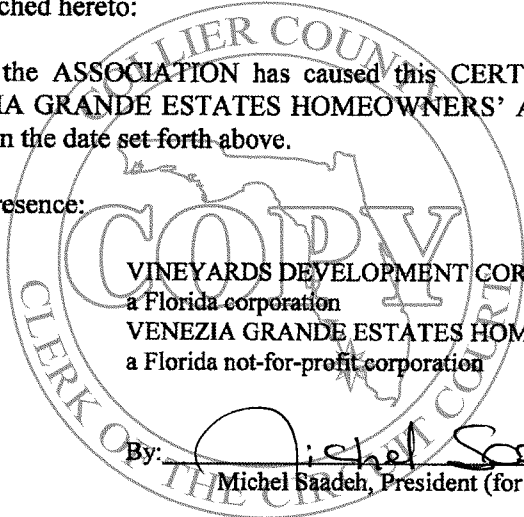
NOW, THEREFORE, the Board of Directors of the Association, pursuant to aforesaid rights, hereby amends the Bylaws as shown on "Exhibit A" attached hereto:

IN WITNESS WHEREOF, the ASSOCIATION has caused this CERTIFICATE for the AMENDED AND RESTATED BYLAWS OF VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION to be executed by its undersigned duly authorized officer on the date set forth above.

Signed, sealed and delivered in our presence:

WITNESSES:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation



[Signature]
(Signature)

Robert Rogers
(Print name)

[Signature]
(Signature)

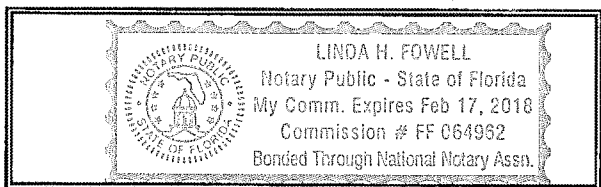
Denise A. Holler
(Print name)

By: [Signature]
Michel Saadeh, President (for both entities)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of June, 2016 by Michel Saadeh, as President and CEO of Vineyards Development Corporation and Venezia Grande Estates Homeowners' Association, Inc., and who is personally known to me or has produced N/A as identification.

[Signature]
Signature of Notary Public



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

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

**AMENDED AND RESTATED
BYLAWS
OF
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

1. GENERAL. These are the Amended and Restated Bylaws of Venezia Grande Estates Homeowners' Association, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at such location within Collier County, Florida as may be determined 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 "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal may be required.

1.3 Definitions. The definitions set forth in Article II of the Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates Homeowners' Association shall apply to terms used in these Bylaws, unless the context clearly requires another meaning.

2. MEMBERS. The members of the Association are the record owners of legal title to the twenty-four (24) residential lots within Venezia Grande Estates. In the case of a lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the lot solely for purposes of determining use rights. If a lot is subject to a life estate, the life tenant is deemed the lot owner, and joint life tenants are deemed joint owners for the purposes of this provision. Membership becomes effective upon the occurrence of the last to occur of the following events.

- (A) Approval of the transfer of ownership by the Board of Directors as provided for in Section 10.15 of the Declaration.
- (B) Recording in the public records of a deed or other instrument evidencing legal title to the lot in the member.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of primary occupant.

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

2.2 Approval or Disapproval of Matters. Whenever the decision of a lot 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 lot at an Association meeting as stated in Section 2.1 above, unless the joinder of all record owners is specifically required.

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

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

3. MEMBERS’ MEETINGS; VOTING.

3.1 Annual Meeting. There shall be noticed an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. During the annual meeting, 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 Board of Directors, and may also be called by members having at least twenty-five percent (25%) of the voting interests. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of all meetings of the members must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery or by electronic transmission. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. If ownership of a lot has been transferred or the Association is not notified of such transfer after

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notice has been mailed, no separate notice to the new owner is required. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. Notice of lot owner meetings, except lot owner meetings called to recall the Board members may be given by electronic transmission to lot owners who consent to receive notice by electronic transmission.

3.4 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least a thirty percent (30%) 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 lot owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy, or the Association may conduct membership votes through an internet-based online voting system if a member consents, in writing, to online voting and the requirements of Section 720.317, Florida Statutes, as amended from time to time, are substantially followed. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. 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 the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. 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. Holders of proxies need not be members.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is then present.

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

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)

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- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives at all reasonable times. Minutes of a meeting must be reduced to written form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. 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 and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect on the date the requisite number of written consents are received, as if on the date the requisite number of written consents are received the action had been approved by vote of the members at a meeting of the members held on said date. Within ten (10) days after the date the requisite number of consents is received, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this section, the list of lot 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 lot owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for continuity of experience by establishing a system of staggered terms, in the 2017 annual election, the number of Directors to be elected shall be three (3). The one (1) candidate receiving the highest number of votes shall be elected for a two (2) year term. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only three (3) 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, and one (1) Director shall be elected in odd numbered years and two (2) Directors shall be elected in even numbered years. A

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Director's term ends at the annual election at which his successor is to be duly elected. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a lot owner or the primary occupant, or the spouse or non-spouse companion of the owner or primary occupant.

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

- (A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to lot owners who so consent, to each lot owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any lot owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Candidates may not be nominated from the floor at the meeting at which the election is to be held.
- (B) **Second Notice; Candidate Information Sheets.** If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all lot owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association.
- (C) **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be elected, but no lot may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, or if there is no agreement, the Association shall proceed with a runoff election pursuant to the rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes.
- (D) In lieu of the double envelope system, the Association may conduct elections through an internet-based online voting system if a member consents, in writing, to online voting and

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the requirements of Section 720.317, Florida Statutes, as amended from time to time, are substantially followed.

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

- (A) Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. If a vacancy is not so filled or if no Director remains, the replacement may be elected by the members or, on the petition of any member, by appointment of the Circuit Court of the county where the Community is located.
- (B) If a vacancy occurs on the Board as a result of an increase in the number of Directors or a recall in which less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum, to fill the vacancy for the unexpired term of the seat being filled.
- (C) If vacancies occur on the Board as a result of a recall, and a majority or more of the Directors are removed, the vacancies shall be filled in accordance with Rule 61B-81, Florida Administrative Code, as amended from time to time, which provides procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.
- (D) A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under §617.0807 or otherwise, may be filled before the vacancy occurs. However the new Director may not take office until the vacancy occurs.

4.5 Recall of Directors. Any or all Directors may be recalled, with or without cause, by a majority vote of the entire membership, either by a written petition or at a meeting called for that purpose no earlier than sixty (60) days after the Directors have been elected and no later than sixty (60) days before the next election. If a meeting is held or a petition is filed for the removal of more than one (1) Director, the question shall be determined separately as to each Director sought to be recalled. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days after the date of notice of the meeting.

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors, or by petition of twenty percent (20%) of the total voting interests of the Association. Notice of meetings shall

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be given to each Director, personally or by mail, telephone, telegram or electronic transmission at least forty-eight (48) hours before the meeting and as otherwise required by law.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or meetings of the Board held to discuss personnel matters, and notices of all Board meetings, together with an agenda, shall be posted conspicuously in the community at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of assessments and the notice shall be provided to the owners by mail, delivery or electronic transmission or broadcast on closed-circuit cable television and conspicuously posted on the property at least fourteen (14) days prior to the meeting. Notice of any Board meeting where rules that regulate the use of lots in the community may be adopted, amended or revoked must be provided by mail, delivery or electronic transmission or broadcast on closed-circuit cable television to all members and conspicuously posted on the property at least fourteen (14) days before the meeting. The notice must include a statement that changes to the rules regarding the use of lots will be considered at the meeting.

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

4.10 Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting by such means is equivalent to presence in person.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing 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, and the vote by each Director present on each matter voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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 those Directors present.

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of Venezia Grande Estates Homeowners' Association, Inc. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions requiring the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to a specific Lot owned by a Member shall hold meetings that are open to Members and such committees shall give notice and hold their meetings with the same formalities as are required for Board Meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified lot of residential property owned by a member of the community may not vote by proxy or secret ballot.

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

- (A) The Board may name as assistant officer's persons who are not Directors, which assistant officers will have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil

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authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which the Community is located, or have declared that area a “disaster area.” A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by 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 (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one 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 and documents requiring the execution of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for 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 governing 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. The Treasurer shall oversee the disbursement of Association funds, keeping proper documentation for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

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5.6 Compensation of officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

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

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

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each lot. Such account shall designate the name and mailing address of each lot owner, the amount and due date of each assessment or charge against the lot, the amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board may establish in the budget one or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget.

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 any increase in annual assessments shall be sent to all members prior to the beginning of the year the increase takes effect, but failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made, at the time the first quarterly payment for that year is due, it shall be presumed that the amount of such installment is the same as the last prior quarterly payment, and shall be continued at such rate until a budget is adopted and new quarterly installments are calculated at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments made coming

due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests, present, in person or by proxy at a meeting called for the purpose first consent. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

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

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member in accordance with Chapter 720, Florida Statutes. These full reporting requirements of Section 720.303(7), Florida Statutes, may be waived if approved by at least a majority of the voting interests present in person or by proxy at a meeting called for the purpose.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by approval 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 owners.

6.10 Application of Payments and Co-Mingling of Funds. All money collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges; and regular or special assessments, in such manner and amounts as the Board may determine.

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

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each lot owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 6.05 of the Declaration the following shall apply:

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against any members who are delinquent for more than ninety (90) days in paying a monetary obligation due to the Association

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or against members, or a member's tenants or guests or both who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. A Suspension cannot be imposed to prevent access or utility services to the parcel. The procedure for imposing fines and/or suspensions shall be as follows:

- (A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed 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 Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
 - (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 - (4) The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.
- (B) Hearing: At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) non-Director lot owners appointed by the Board, none of whom may then be serving as Directors or officers or who are employees of the Association, or the spouse or non-spouse companion, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the fine, and/or suspension, it may not be levied. If the committee agrees with the fine, and/or suspension, the Board of Directors shall levy same.

8.2 Correction of Health and Safety Hazards. Any violations of Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner.

8.3 Mandatory Mediation. In the event of any dispute as defined in Section 720.311, Florida Statutes, between a lot owner and the Association arising from the operation of the Community, the parties must submit the dispute to mandatory mediation. Nothing herein shall be construed to require mediation of disputes related to the levy or collection of fees or assessments.

8.4 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

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utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the property free from unreasonable disruptions and annoyance.

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

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

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

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, a proposed amendment to these Bylaws shall be adopted if it is approved at least two-thirds (2/3rds) of the voting interests who are 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.

9.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate reciting the facts of its adoption, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded.

10. MISCELLANEOUS.

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

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

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

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**AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this 29th day of June, 2016, by VINEYARDS DEVELOPMENT CORPORATION, a Florida corporation (the "Declarant") joined by VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates in O.R. Book 3246, Pages 3293, *et seq.*, of the Public Records of Collier County, Florida, (the "Declaration"); and

WHEREAS, pursuant to Article XII, Section 12.02 of the Declaration, Declarant may unilaterally amend this Declaration; and

WHEREAS, the Articles of Incorporation ("Articles") are recorded as an Exhibit to the Declaration and the Declarant wishes to amend the Articles;

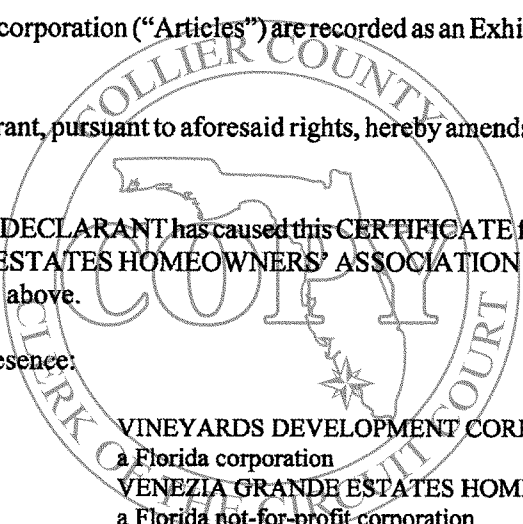
NOW, THEREFORE, Declarant, pursuant to aforesaid rights, hereby amends the Articles in their entirety as shown on "Exhibit A" attached hereto:

IN WITNESS WHEREOF, the DECLARANT has caused this CERTIFICATE for the AMENDED AND RESTATED ARTICLES OF VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION to be executed by its undersigned duly authorized officer on the date set forth above.

Signed, sealed and delivered in our presence:

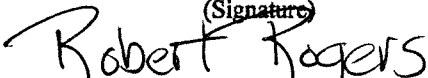
WITNESSES:

VINEYARDS DEVELOPMENT CORPORATION,
a Florida corporation
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation






(Signature)


Robert Rogers


(Print name)



(Signature)

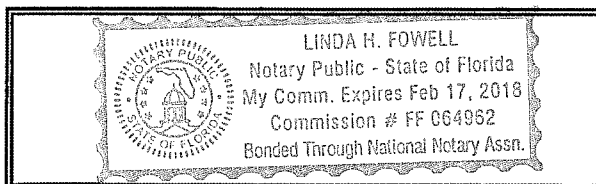
Denise A. Holler

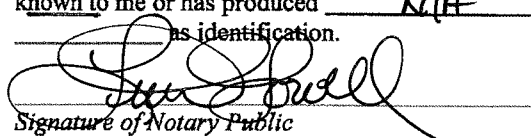
(Print name)

By: 
Michel Saadeh, President (for both entities)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of June, 2016 by Michel Saadeh, as President and CEO of Vineyards Development Corporation and Venezia Grande Estates Homeowners' Association, Inc., and who is personally known to me or has produced N/A as identification.





Signature of Notary Public

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

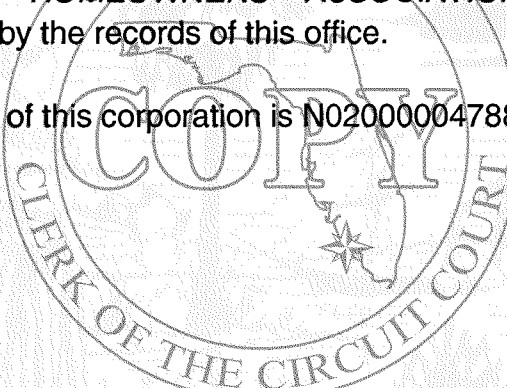
State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on July 11, 2016, for VENEZIA GRANDE HOMEOWNERS' ASSOCIATION, INC. which changed its name to VENEZIA GRANDE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N02000004788.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of July, 2016



Ken Detzner

Ken Detzner
Secretary of State

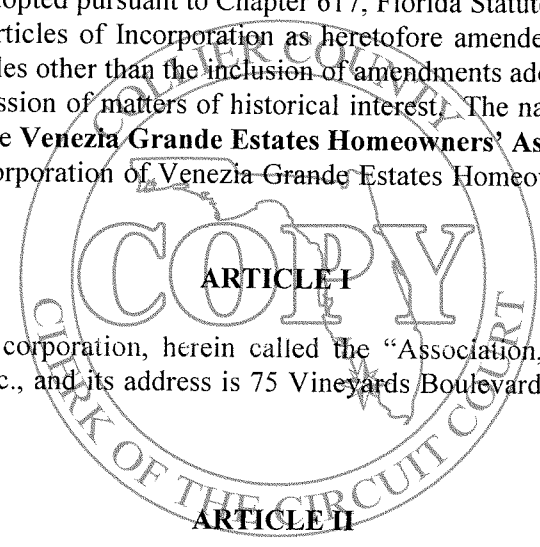
**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION,
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VENEZIA GRANDE HOMEOWNERS' ASSOCIATION, INC.
NOW KNOWN AS
VENEZIA GRANDE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

2011 JUL 11 AM 2:22
CLERK OF DISTRICT COURT
CORPORATION

FILED

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Venezia Grande Homeowners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on June 24, 2002 are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The name of the Corporation is now changed and shall hereafter be **Venezia Grande Estates Homeowners' Association, Inc.** The Amended and Restated Articles of Incorporation of Venezia Grande Estates Homeowners' Association, Inc., shall henceforth be as follows:



ARTICLE I

NAME: The name of the corporation, herein called the "Association," is Venezia Grande Estates Homeowners Association, Inc., and its address is 75 Vineyards Boulevard, Third Floor, Naples, Florida 34119.

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be located at 75 Vineyards Boulevard, Third Floor, Naples, Florida 34119.

ARTICLE III

DEFINITIONS: The definitions set forth in Article II of the Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates Homeowners' Association shall apply to terms used in these Articles, unless the context clearly requires another meaning.

ARTICLE IV

PURPOSE AND POWERS: 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 this Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit

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corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions and Restrictions originally recorded in the Public Records of Collier County, Florida, at O.R. Book 3246 at Pages 3293 *et seq.*, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants, Conditions and Restrictions, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

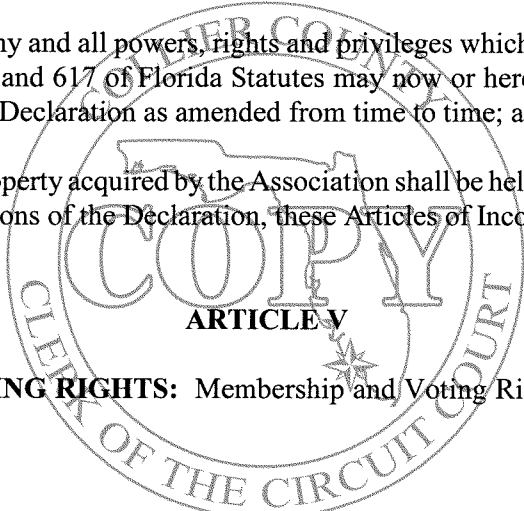
- (A) To fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) The power to employ the personnel required for the operation of the Venezia Grande Homeowners' Association and the operation and maintenance of the Areas of Common Responsibility;
- (C) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;
- (D) To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;
- (E) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (F) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties;
- (G) To own, dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests agreeing to such dedication, sale or transfer or where such action has been approved by two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose;
- (H) To borrow money, and with the prior approval of two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (I) To maintain, repair, replace and provide insurance for the common areas.

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-3-

- (J) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (K) The power to establish additional officers and/or directors of the Venezia Grande Estates Homeowners' Association and to appoint all officers except as otherwise provided in the Bylaws;
- (L) The power to appoint committees as the Board of Directors may deem appropriate.
- (M) The power to engage in any other activities which will foster, promote and advance the common interests of the members.
- (N) The power to require all owners of units in Venezia Grande Estates to become members of the Venezia Grande Estates Homeowners' Association.
- (O) To exercise any and all powers, rights and privileges which a corporation organized under Chapters 720 and 617 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time; and

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, these Articles of Incorporation and the Bylaws.



ARTICLE V

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE VI

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VII

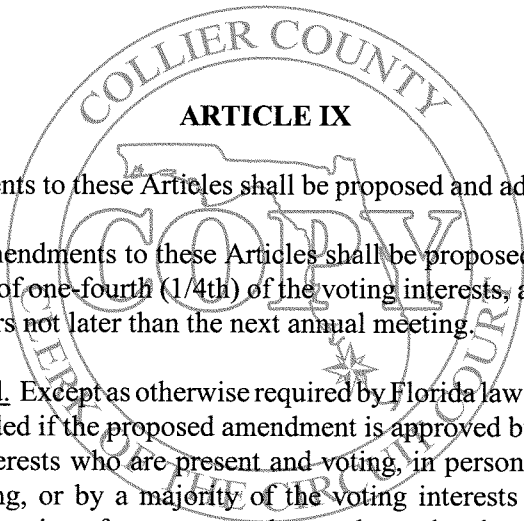
BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

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ARTICLE VIII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.



ARTICLE IX

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

- (A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation 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 any annual or special meeting, or by a majority of the voting interests in writing without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (C) 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 with the same formalities as are required in the Declaration for recording amendments to the Declaration.

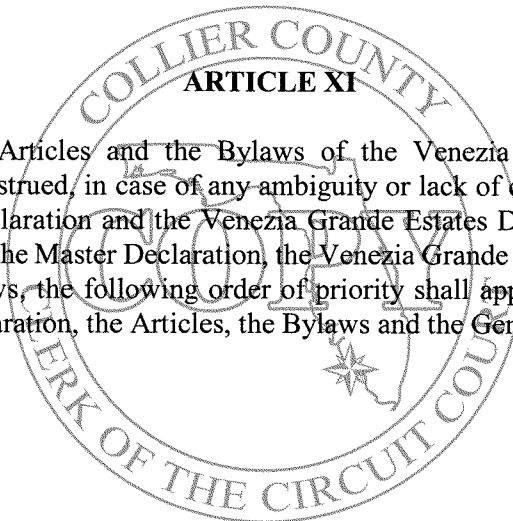
ARTICLE X

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

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- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) 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 or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the 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.



ARTICLE XI

CONSTRUCTION: These Articles and the Bylaws of the Venezia Grande Estates Homeowners' Association, Inc. shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Master Declaration and the Venezia Grande Estates Declaration. In the event of any conflict between the terms of the Master Declaration, the Venezia Grande Estates Declaration, the Articles of Incorporation or the Bylaws, the following order of priority shall apply: the Master Declaration, the Venezia Grande Estates Declaration, the Articles, the Bylaws and the General Guidelines.


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CERTIFICATE


The undersigned, being the Declarant and the duly elected and acting President of Venezia Grande Estates Homeowners' Association, Inc., hereby certifies that pursuant to the powers of the Declarant set forth in the Declaration of Covenants, Conditions and Restrictions for Venezia Grande Estates recorded in O.R. Book 3246, Pages 3293, *et seq.*, of the Public Records of Collier County, Florida, (the "Declaration") and pursuant to Article XII of that Declaration and; whereas, the Articles of Incorporation are an Exhibit to the Declaration and therefore, may be amended by the Declarant, and whereas the Declarant wishes to amend the Articles of Incorporation recorded as an Exhibit to the Declaration, now therefore, the Declarant hereby amends the Articles of Incorporation in their entirety.

Executed this 29th day of June, 2016.

**VENEZIA GRANDE ESTATES
HOMEOWNERS' ASSOCIATION, INC.**


Michel Saadeh, President
75 Vineyards Blvd.
Naples, FL 34119

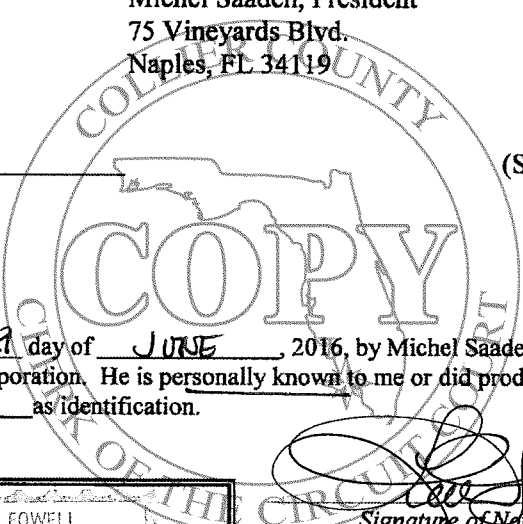
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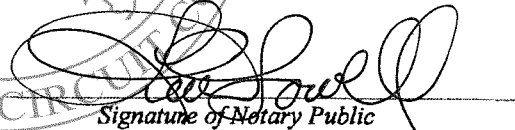

Secretary

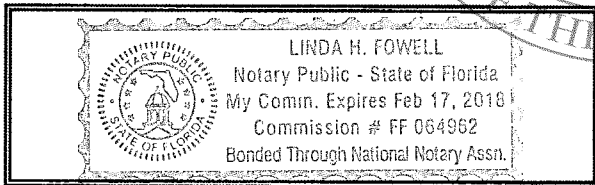
(SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 29 day of JUNE, 2016, by Michel Saadeh, as President of the aforementioned corporation, on behalf of the corporation. He is personally known to me or did produce N/A as identification.



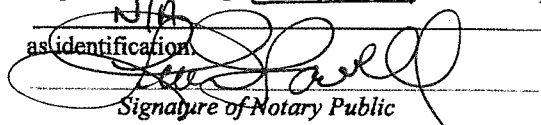

Signature of Notary Public

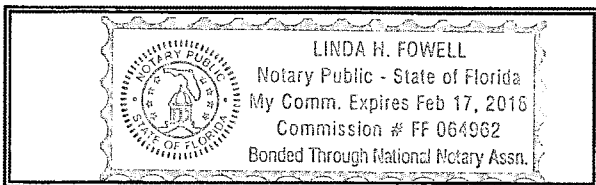


(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 29 day of JUNE, 2016, by Robert Rogers, as Secretary of the aforementioned corporation, on behalf of the corporation. He is personally known to me or did produce N/A as identification.


Signature of Notary Public



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

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