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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
VILLA VISTANA**

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
VILLA VISTANA
HOMEOWNERS' ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 20th day of October, 1998, by **VINEYARDS DEVELOPMENT CORPORATION**, a Florida Corporation, hereinafter referred to as **Declarant**, joined by **VILLA VISTANA HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation.

BACKGROUND

- A. Definitions are set forth in Article II.
- B. Declarant is the equitable owner of the real property described in Plat Book 30 at Pages 99-101 of the Public Records of Collier County, Florida, herein referred to as Villa Vistana or the Property, which is located within the Vineyards subdivision.
- C. Declarant intends, but is not obligated to, develop Villa Vistana.
- D. Villa Vistana is subject to the Master Declaration of the Vineyards, recorded in OR Book 1284, Page 1938, as amended and restated in OR Book 1763, Page 1228, Public Records of Collier County, Florida and all amendments thereto. The Master Declaration is enforced by the Master Association. Each owner of a unit or lot in the Vineyards is a member of the Master Association..
- E. In addition to the Master Declaration and Master Association, other covenants and restrictions, and other associations may be imposed on a neighborhood by Declarant.
- F. Villa Vistana will be encumbered by both the Master Declaration and this Declaration and will be governed by both the Master Association and the Villa Vistana Homeowners' Association.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarant declares that the Property and any and all additional property which is hereinafter subjected to this Declaration shall be held, transferred, sold and conveyed subject to the following covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the Property, be part of the Property and enure to the benefit of, and be enforceable by, each Owner and their successors in title.

**ARTICLE I
INTENT OF DECLARATION**

This Declaration shall be binding on the Property.

This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

The Property will be developed in accordance with all applicable approvals granted by the P.U.D. Agreement for the Vineyards, the development orders and all permits and other approvals for the Property and the Vineyards, as the same may exist from time to time.

**ARTICLE II
DEFINITIONS**

2.01 "Villa Vistana" shall mean the neighborhood constructed on the Property, including but not limited to the Units/Villas and Common Area.

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 Villa Vistana 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 Villa Vistana Homeowners' Association pursuant to a contract entered into by the Villa Vistana Homeowners' Association and a third party.

2.03 "Articles" shall mean and refer to the Articles of Incorporation of Villa Vistana Homeowners' Association, Inc. which are filed with the Secretary of State of Florida, as same may be amended from time to time.

2.04 "Assessments" shall mean Base, Special and Individual Assessments, collectively.

2.05 "Base Assessment" shall mean and refer to assessments levied in accordance with Section 9.02 of this Declaration.

2.06 "Board of Directors" or "Board" shall mean and refer to the governing body of the Villa Vistana Homeowners' Association.

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2.07 "Common Areas" shall mean and refer to those areas of land shown on any plat of Villa Vistana which are dedicated to or owned by the Villa Vistana Homeowners' Association, or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of Members. Common Area may be dedicated by Supplement. The term "Common Area" shall also include any personal property acquired by the Villa Vistana Homeowners' Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Association or the Declarant to be Common Area. Any land or personal property leased by the Association shall lose its character as Common Area upon the expiration of such lease. Common Areas shall include, but not be limited to, streets, perimeter walls and entry features.

2.08 "Community Wide Standards" shall mean the standards of conduct, maintenance or other activity generally prevailing through the Vineyards. Such standards may be more specifically determined pursuant to the Master Community Documents.

2.09 "County" shall mean Collier County, Florida.

2.10 "Declarant" shall mean and refer to Vineyards Development Corporation, a Florida Corporation, and its successors in interest. A person or entity other than the Vineyards Development Corporation shall be deemed a successor in interest of the Declarant only if specifically so designated in a duly recorded supplemental declaration, which supplemental Declaration shall specifically state that the rights of Vineyards Development Corporation under the aforementioned Agreement have expired, and shall be deemed a successor in interest of Declarant only as to the particular rights or interest specifically designated in the recorded Supplement.

2.11 "Declaration" or "Villa Vistana Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Villa Vistana.

2.12 "Director" shall mean a member of the Board of Directors elected or designated as such in the Articles or By-Laws.

2.13 "Eligible Holder" is defined in Section 13.2 hereof.

2.14 "Governing Documents" shall mean and refer to the Master Association Documents and the Villa Vistana Documents.

2.15 "Individual Assessment" shall mean an assessment levied in accordance with Section 9.06 of this Declaration.

2.16 "Institutional Mortgagee" shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Unit in Villa Vistana including, but not limited

to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; a mortgage banking company doing business in the State of Florida; a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage market institution including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA) and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Unit; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire or to construct improvements upon the property in Villa Vistana and who have a mortgage lien or any priority on all or a portion of the property in the Villa Vistana securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Unit; or (e) Declarant.

2.17 "Master Association" shall mean and refer to The Vineyards Community Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Community Documents.

2.18 "Master Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Vineyards, including, but not limited to, the Master Declaration, the articles of incorporation and By-Laws of the Master Association, Design Standards and Guidelines, Community Wide Standards and any procedures, rules, regulations or policies adopted by the Master Association.

2.19 "Master Declaration" shall mean the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Vineyards, recorded in the Public Records of the County and all amendments thereto.

2.20 "Members" shall mean and refer to any person or entity holding memberships in the Villa Vistana Homeowners' Association. All Owners of Units shall be Members; provided, however, that there shall be no more than one(1) Membership for each Unit.

2.21 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Unit (including Declarant, 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 Villa Vistana Homeowners' Association.

2.23 "Property" or "Properties" shall mean and refer to Villa Vistana.

2.23 "Special Assessments" shall mean an assessment levied in accordance with Section 9.05 of this Declaration.

2.24 "Streets" shall mean and refer to any roadway which is constructed by Declarant and dedicated to the Villa Vistana Homeowners' Association, Streets and all median landscaping and specially surface treatments such as, but not limited to, pavers or stamped concrete shall be Common Area.

2.25 "Supplement" shall mean a written amendment or supplement to this Declaration executed by or consented to by Declarant for the purpose of subjecting additional property to this Declaration; or for assigning or designating a portion of the Property for a particular use or value; or for such other purpose or purposes permitted elsewhere in this Declaration to modify these restrictions as they apply to a portion of Villa Vistana; or to impose, expressly or by reference, additional restrictions and obligations on all or any portion of Villa Vistana.

2.26 "Units or Villas" shall be dwellings which share a common wall or walls and shall mean a portion of Villa Vistana, whether developed or undeveloped, intended for development, use, and occupancy as residential dwelling units and shall, unless otherwise specified, include within its meaning vacant land intended for development. The term shall include all portions of the lot owned as well as any structure thereon. Each dwelling shall be deemed to be a separate Villa. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the current site plan approved by the Architectural Review Board of the Vineyards and the local governmental entity having jurisdiction of Villa Vistana, until such time as a certificate of occupancy is issued on all or a portion thereof by the local governmental entity having jurisdiction, after which time the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above, and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this Section.

2.27 "Vineyards" shall mean the real property which is subject to the Master Declaration pursuant to the terms thereof.

2.28 "Villa Vistana Homeowners' Association" shall mean and refer to Villa Vistana Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and the By-Laws.

2.29 "Villa Vistana Documents" shall mean, collectively, any and all documents, instruments and agreements governing Villa Vistana, including, but not limited to, the Villa Vistana Declaration, the Articles of Incorporation, By-Laws, Design Standards and Guidelines, the Villa Vistana Design Review Criteria and any procedures, rules, regulations or policies adopted thereunder by which the Villa Vistana Homeowners' Association administers Villa Vistana.

2.30 "Villa Vistana Expenses" shall mean and include those actual estimated common expenses incurred or to be incurred by the Villa Vistana Homeowners' Association to benefit primarily the Owners of Units within Villa Vistana.

2.31 "Villa Vistana Representative" shall mean the individual permitted to vote on behalf of and represent the Members on Master Association matters.

2.32 "Villa Vistana Standards" shall mean the standards of conduct, construction, maintenance, architecture, landscaping or other activity generally prevailing throughout Villa Vistana. Such standards may be more specifically determined by the Declarant or by the Board of Directors of the Villa Vistana Homeowners' Association, but shall in no event be less restrictive than the Community Wide Standards.

**ARTICLE III
GENERAL PLAN FOR DEVELOPMENT OF
VILLA VISTANA PROPERTY; SUPPLEMENTS**

3.01 Plan for Development.

(a) General. Declarant presently plans to develop Villa Vistana as single family homes. Declarant also has the right to develop a portion of Villa Vistana 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 Villa Vistana. Declarant reserves to itself the right, in its sole discretion, to develop Villa Vistana 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 Villa Vistana.

(b) Declaration, Villa Vistana Homeowners' Association. This Declaration is not a declaration of condominium. No portion of Villa Vistana is submitted by this Declaration to the condominium form or ownership. Declarant has caused the Villa Vistana Homeowners' Association to be formed to perform certain administrative and operation functions regarding Villa Vistana as set forth more fully in the Villa Vistana Documents. The Villa Vistana Homeowners' Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. The expressed intent of the Villa Vistana Documents is that the substantive rights hereunder shall not be

affected by legislation subsequent to the date of the execution of the Villa Vistana Documents.

3.02 Property. Declarant shall have the right by supplement to change the use of any portion of Villa Vistana owned by Declarant or approved by the Owners of the Property. Additionally, Declarant reserves the right by supplement to determine that any portion of Villa Vistana 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 Villa Vistana; provided, however, that any such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of Villa Vistana. In addition to the initial property subject to this Declaration, any property which Declarant shall acquire within Villa Vistana shall be automatically subject to this Declaration.

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 Villa Vistana; (b) modify the provisions of this Declaration as they apply to all or any portion of Villa Vistana; (c) create new provisions to this Declaration as they apply to all or any portion of Villa Vistana; (d) withdraw the applicability of any of the provisions of this Declaration; and (e) do anything else permitted by this Declaration.

ARTICLE IV LAND USE WITHIN VILLA VISTANA AND COMMON AREAS

4.01 Land Use Within Villa Vistana.

(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 Declaration, 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.

(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.

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 Villa Vistana Homeowners' Association, and the Villa

Vistana Homeowners' Association shall accept, all of the Common Area. Certain portions of Villa Vistana may be conveyed to the Master Association as Common Area or Neighborhood Common Area (as those terms are defined in the Master Declaration).

THE VILLA VISTANA 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 VILLA VISTANA HOMEOWNERS' ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANTY THAT NO CLAIM SHALL BE MADE BY THE VILLA VISTANA 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 Villa Vistana Homeowners Association shall be paid for by the Villa Vistana Homeowners' Association.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. Every Owner and the Declarant, so long as they own Units, shall be members of the Villa Vistana Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Villa Vistana 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 Villa Vistana Homeowners' Association shall have two (2) classes of membership: (a) Class "A" Members and (b) Class "B" Members as follows:

(a) Class "A" Class "A" Members shall be all owners of Units within Villa Vistana 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.

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.

(c) Joint Ownership Corporations. 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 person holds an interest in a Unit, the vote for the respective Unit shall be exercised by any such person; provided, however, the persons holding the interest in the Unit can notify the Secretary of the Villa Vistana 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 Member that is a corporation, partnership or other entity shall be exercised by the 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.

5.03 Declarant Director and Veto Rights.

(a) Declarant Director. So long as Declarant owns one (1) or more Units or any portion of Villa Vistana for development or for sale in the ordinary course of business, the Declarant shall be entitled to appoint one (1) additional director to the Board of Directors.

(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 Villa Vistana Homeowners' Association shall not take any action or implement any policy, program, rule or regulation previously approved by the Villa Vistana 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 Villa Vistana Homeowners' Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Villa Vistana 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.

5.04 Neighborhood Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted through the Villa Vistana Homeowners' Association and Members will have no power to vote on Master Association matters other than through the Villa Vistana Homeowners' Association. The Villa Vistana Representative shall, on behalf of Members, cast the votes of Members on Master Association matters. The Villa Vistana Representative shall be the senior officer of the Villa Vistana Homeowners' Association and in his absence the next most senior officer may fulfill the functions of the Villa Vistana Representative. The Villa Vistana Representative shall cast the votes which such representative represents (votes of non-Declarant Members) in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Villa Vistana Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. The Villa Vistana Representative shall not be entitled to vote on behalf of Units owned by the Declarant. The Declarant, so long as it owns one (1) or more Units, shall be entitled to directly cast votes on behalf of Units which it owns on Master Association matters. The Villa Vistana Representative shall have the authority, but not the obligation, in the Villa Vistana Representative's sole discretion, to call a special meeting of the Members in the manner provided in the By-Laws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Master Association. It shall be conclusively presumed for all purposes of Master

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Association business that the Villa Vistana Representative in casting votes for the Members has acted within the authority and consent of the Members.

ARTICLE VI MAINTENANCE

6.01 Villa Vistana Homeowners' Association Responsibility.

(a) General Maintenance. The Villa Vistana 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 Villa Vistana 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 Area, drainage and irrigation facilities, and common street lighting mechanisms.

(b) Lawn and landscaping Maintenance. All lawn maintenance and landscaping for any areas of a Lot not walled or fenced in shall be provided by the Association. Any and all costs incurred by the Association in performing maintenance under this Section shall be paid out of assessments levied by the Association; provided, however, that if an Owner erects a fence or wall on his Lot, then the Association shall not have the obligation for lawn maintenance within said fenced or walled area, nor shall there be any reduction in the maintenance assessments with respect to said Lot or Unit. If damage to the lawns or landscaping, other than ordinary wear and tear, is caused by any Owner, his agents, guests, or invitees or others whose presence is authorized by such Owner, the Association shall have the right to impose a special assessment against such Owner to pay for such extraordinary costs. Such assessment shall in every respect constitute a lien on such Owner's Lot or Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot for the purpose of lawn maintenance as provided in this Section, and any such entry by the Association or its agents shall not constitute a trespass.

(c) Repairs and Restoration. With the exception of those responsibilities specifically conferred on individual Owners hereunder, the Association shall, at his sole cost and expense, maintain and repair the exterior and roof of all Units in a condition comparable to its condition at the time of completion of its initial construction, including but not limited to roof repair and maintenance, gutters, sidewalks and planter boxes.

The Association shall have the obligation of painting the exterior of Units, from time to time, as determined necessary by the Board of Directors. The cost of this item shall be borne by all Members, on a pro rata basis, calculated and weighted based upon square footage of exterior surface to be painted. Notwithstanding any other provision of this

Declaration of Covenants and Restrictions, the Board of Directors shall have the authority to levy assessments (regular, extraordinary or special), without a membership vote, for the purpose of acquiring funds for the purposes set forth in this Article. Such assessments shall be weighted as provided above. Notice of such action shall be given in accordance with Florida Statutes, as amended from time to time. The assessments made hereunder shall be secured by a right of lien; however, any Owner shall have the right at the time the Association elects to paint the exterior of any Unit to utilize a Florida licensed painting contractor of his choosing provided that the contractor so selected (a) utilizes the same paint color selected by the Association to paint all other Units; (b) paints the Units simultaneously with the painting of other Units; and (c) performs said labor and services to the satisfaction of the Association. In such an event, the Owner electing to utilize an alternate painting contractor shall not be liable to pay for any costs associated with the painting of the remaining Units. The Association, through the Board of Directors, shall also have the authority to change the exterior color scheme of the Units, provided that the proposed change shall first be approved by vote of two-thirds of the Association Members present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of two-thirds of the Members. All other maintenance, repair, and replacement of Units, except as provided herein to the contrary, shall remain the responsibility of the individual Owner. The Board of Directors shall give Owners prior notice of its intention to paint the Units.

(d) Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and shall cooperate with the Master Association so that the Master Association and the Villa Vistana Homeowners' Association can most efficiently and economically provide their respective services to the Owners. If the Villa Vistana Homeowners' Association fails, neglects or is unable to perform a duty or obligation required by the Villa Vistana Documents, including, without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Villa Vistana Homeowners' Association, perform such duties or obligations until such time as the Villa Vistana Homeowners' Association is able to resume such functions, and charge the Villa Vistana Homeowners' Association a reasonable fee for the performance of such functions and assess the costs thereof against all of the benefitted Units.

(e) Entry Rights and Liability. The Villa Vistana Homeowners' Association and the Master Association, in the event that the Villa Vistana Homeowners' Association fails to do so, shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to enter upon any property within Villa Vistana to carry out the provisions of this Declaration and same shall not constitute a trespass. Neither the Villa Vistana Homeowners' Association nor the Master Association shall be liable for any action taken under this Section and each Owner agrees the Master Association, its officers, directs,

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agents and employees shall not be liable for any action undertaken pursuant to this Section.

6.02 Owner's Responsibility. Each Owner shall maintain his or her Unit in good repair and in a neat and attractive condition in accordance with the Villa Vistana Standards, the Community Wide Standards and the Governing Documents. No Owner shall take any action which (a) increases the maintenance responsibility of the Villa Vistana Homeowners' Association, (b) causes the Villa Vistana Homeowners' Association's insurance premiums to increase or (c) interferes with the Villa Vistana Homeowners' Association's maintenance or operational responsibilities. If any Owner fails to perform his or her maintenance responsibility in accordance with this Section, the Villa Vistana 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 Villa Vistana 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 VILLA VISTANA HOMEOWNERS' ASSOCIATION SHALL NOT BE RESPONSIBLE FOR STRUCTURAL REPAIRS TO ANY UNIT.**

6.03 Rules and Regulations. The Villa Vistana Homeowners' Association through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Commons Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines 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 Villa Vistana 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 Villa Vistana Homeowners' Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration.

6.04 Implied Rights. The Villa Vistana Homeowners' Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.05 Party Walls. All common or party walls shall be maintained by the Owners of those Villas adjoining a party wall subject to the right of the Association to maintain the same as hereinafter set forth. If an Owner or an Owner's tenant damages a party or common wall, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall, then such Owner who caused, or whose tenant caused, said damage shall be liable and responsible to the Association for the

damages to the party wall and for all damages to persons or property resulting therefrom and for any costs incurred by the Association and/or the adjoining Owner or tenant in the collection thereof, including reasonable attorneys' fee.

All costs of reconstructing a party wall in the event such party wall is destroyed or damaged by fire or other casualty shall be borne equally by the Owners of the residences adjoining such party wall. In the event one Owner bears the entire expense of reconstructing a party wall, then the Owner of the adjoining residence shall pay to the Owner who reconstructed the party wall one-half (1/2) of all costs incurred in such reconstruction. Such adjoining Owner shall have the right to enter on the other adjoining lot for the purpose of reconstructing a party wall.

Each adjoining Owner shall have an equal right to use a party wall for the support of the structural members of the Units constructed on both adjoining lots. Each party wall shall be subject to an easement of support for adjoining Units, subject to an easement for conduits, ducts, plumbing, wiring and adjoining Units.

ARTICLE VII EASEMENTS AND OTHER RIGHTS

7.01 Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association or the Villa Vistana Homeowners' Association, payment of use or access fees or other charges reasonably imposed by the Villa Vistana Homeowners' Association and any restrictions or limitations contained in any instrument conveying such property to the Villa Vistana Homeowners' Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to the Governing Documents. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the lessee of the Unit.

7.02 Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property within the Vineyards, the Master Association, the Villa Vistana Homeowners' Association and the Designees of each (which may include, without limitation, Collier County, Florida, and any utility company), blanket easements upon, over, across and under all of Villa Vistana for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephones, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit.

7.03 Easement for Encroachment and Overhang. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Units. Such easement shall be for roof overhangs and other improvements which were unintentionally placed or have settled or shifted. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Units, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner.

7.04 Additional Easements. The Declarant and the Board of Directors shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be desirable for the development of Villa Vistana or the Vineyards in general, subject to limitations as to the then existing buildings or other permanent structures or facilities constructed within Villa Vistana.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

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 cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained by the Villa Vistana 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 Villa Vistana Homeowners' Association and its Members for all damage or injury caused by the negligence of the Villa Vistana 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.

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

8.02 Duty to Maintain Fidelity Insurance. The Villa Vistana Homeowners' Association shall, to the extent available at a reasonable cost, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Villa Vistana Homeowners' Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees and agents. Such fidelity coverage shall name the Villa Vistana Homeowners' Association as an obligee and shall be written in an amount equal to at least one hundred percent (100%) of the estimated annual operating expenses of the Villa Vistana Homeowners' Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

8.03 Duty to Maintain Officers' and Directors' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and directors' personal liability insurance shall be obtained by the Villa Vistana Homeowners' Association to protect the officers, directors and committee members from personal liability in relation to their duties and responsibilities on behalf of the Villa Vistana Homeowners' Association.

8.04 Duty to Maintain Workers' Compensation Insurance. The Villa Vistana Homeowners' Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

8.05 Other Insurance. The Villa Vistana Homeowners' Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Villa Vistana Homeowners' Association's responsibilities and duties.

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 Villa Vistana Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owner 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 Villa Vistana 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 Villa Vistana Homeowners' Association as an additional insured and shall require that the Villa Vistana Homeowners' Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or non-renewal.

8.07 Damage and Destruction.

(a) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of Villa Vistana covered by insurance written in the name of the Villa Vistana Homeowners' Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) 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 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 Villa Vistana 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 Villa Vistana shall be restored to its natural state and maintained by the Villa Vistana Homeowners' Association in a neat and attractive condition.

8.08 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction to the Common Areas or, if no repair or reconstruction is

made, shall be retained by and for the benefit of the Villa Vistana Homeowners' Association and placed in a capital improvements account.

8.09 Insufficient Proceeds. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Base Assessments. Additional Special Assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE IX ASSESSMENTS

9.01 Affirmative Covenant to Pay Assessments. There is hereby imposed upon each Owner and his or her Unit, the affirmative covenant and obligation to pay to the Villa Vistana Homeowners' Association all Base, Special and Individual Assessments, together with any Assessments imposed by the Master Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

9.02 Creation of Base Assessments. There are hereby created Base Assessments for Villa Vistana Expenses as the Board of Directors of the Villa Vistana Homeowners' Association may authorize from time to time.

9.03 Payment of Base Assessments. Base Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Base Assessments for the entire fiscal year for delinquents. Unless the Board otherwise provides, the Base Assessment shall be paid on a quarterly basis, in advance.

9.04 Computation of Base Assessments. It shall be the duty of the Board of Directors of the Villa Vistana Homeowners' Association annually to prepare a budget covering the estimated Villa Vistana Expenses to be incurred by the Villa Vistana Homeowners' Association. This budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within Villa Vistana, as appropriate. Villa Vistana Expenses shall be allocated equally among all Units within Villa Vistana. The Board of Directors shall cause a copy of such budget and notice of the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at the amount of the Base Assessment to be levied on each Unit for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner of a Unit. Such budget and Assessment shall become effective unless disapproved by a majority vote

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of the total votes eligible to be cast by Members. There shall be no obligation to call a meeting for the purpose of considering the budget except upon a petition of Owners representing at least thirty percent (30%) of the total votes in the Villa Vistana Homeowners' Association. In the event the proposed budget is disapproved, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the preceding year shall continue for the current year.

The Base Assessment to be levied for the coming year against each Unit subject to assessment shall be computed by dividing the budgeted Villa Vistana Expenses by the total number of Units then subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

9.05 Special Assessments. In addition to the Base Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any unanticipated construction or reconstruction, repair or replacement of any property owned by the Villa Vistana Homeowners' Association or any other unbudgeted expenses of the Villa Vistana Homeowners' Association. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be made to and payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines.

9.06 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Villa Vistana Documents, or any expense of the Villa Vistana Homeowners' Association which is the obligation of an Owner or which is incurred by the Villa Vistana Homeowner's Association on behalf of the Owner pursuant to Villa Vistana 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.

9.07 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 Villa Vistana Expenses. If Declarant determines not to pay the difference between the amount of Base Assessments payable by Owners other than Declarant and the actual Villa Vistana 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.

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. 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 Villa Vistana 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 Villa Vistana 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 Villa Vistana 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.

9.09 Reserve Budget and Capital Contribution. The Board of Directors may annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Villa Vistana Homeowners' Association, as shown on the budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required, if any, may be fixed by the Board and included within and distributed with the budget.

9.10 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of the first month following the date of conveyance of such Unit by the Declarant. The first year's Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit.

9.11 Statement of Status of Assessments. Upon ten (10) days written notice to the Treasurer of the Villa Vistana Homeowners' Association or the manager and payment of a processing fee set by the Villa Vistana Homeowners' Association from time to time, not to exceed fifty dollars (\$50), any Owner or Institutional Mortgagee of a Unit may request confirmation from the Villa Vistana 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 Villa Vistana Homeowners' Association.

The information contained in such statement, when signed by an officer of the Villa Vistana Homeowners' Association, shall be conclusive upon the Villa Vistana 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 Villa Vistana 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 Villa Vistana Homeowners' Association to accurately identify Members.

9.12 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

(a) Common Areas; and,

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any.

9.13 Assessments Levied By The Master Association. The Villa Vistana Homeowners' Association shall, upon the request of the Master Association, collect

assessments owed to the Master Association by Owners. The Villa Vistana Homeowners' Association shall remit this amount to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association by the Owners or the Villa Vistana 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 Villa Vistana Homeowners' Association shall have no right of set-off, diminution or abatement with respect to assessments collected on behalf of the Master Association.

**ARTICLE X
VILLA VISTANA AREA USE RESTRICTIONS**

All Units shall be used only for single family residence purposes as permitted by applicable law and in accordance with the Master Community Documents and the Villa Vistana Documents, including, without limitation, the Design Review Criteria. The Villa Vistana Homeowners' Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations.

10.01 Partition Units. No part of a Unit may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined or unchanged, each Unit shall be conveyed, transferred, gifted, devised, bequeathed, encumbered or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interest created by law or by this Declaration, including the Owner's membership in the Villa Vistana Homeowners' Association and the liability for all Assessments. No Unit may be subdivided into two (2) or more Units and no Unit may be combined with one (1) or more additional Units to form one (1) or more Units without the written consent of the Board of Directors and after full compliance with all zoning and subdivision regulations.

10.02 Compliance With Insurance Requirements. It shall be the responsibility of the individual Owners, at their sole expense, if not provided by the Villa Vistana Homeowners' Association, to make arrangements in regard to hazard insurance on the improvements, personal property and furnishings located on their Units, and for public liability insurance covering their Unit. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Unit as such Owner concludes to be desirable.

10.03 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 Villa Vistana Homeowners' Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than fifty dollars (\$50.00) per day on the Owner unless the Owner can prove to the satisfaction of the Villa Vistana Homeowners' Association that such failure is due to circumstances beyond the Owner's control. Such fine shall be an Individual Assessment.

10.04 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 may be personally served upon the Owner or posted on the unused vehicle; if such vehicle has not been removed within seventy two (72) hours thereafter, the Villa Vistana 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, motor homes, 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 Villa Vistana 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 Villa Vistana 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.

10.05 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

10.06 Construction Regulations of the Villa Vistana Design Review Criteria. All Owners and their contractors shall comply with the construction regulations of the Villa Vistana Design Review Criteria, if any, and with any construction regulations adopted, from time to time, by Declarant 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 Villa Vistana at any time; the conservation of landscape materials; and fire protection.

10.07 Compliance with Laws. Each Owner shall promptly comply with the provision of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations.

10.08 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 speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

10.09 Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

10.10 Fences. No dog runs, animal pen or fences of any kind will be permitted on any Unit except as approved by the Board.

10.11 Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment including, but not limited to, basketball hoops and backboards shall be permitted on any Unit.

10.12 Window Coverings. All windows in any building shall have window coverings which have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Board. Reflective window coverings are prohibited.

10.13 Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within Villa Vistana nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other Unit or its occupants.

10.14 Leasing. The Owner of a Unit shall have the right to lease such Unit subject to the following conditions and the terms of the Villa Vistana 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 Villa Vistana Documents and any failure of the tenant to comply with the Villa Vistana Documents shall be a default under the lease; and,

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

10.15 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Unit any Hazardous Materials except in compliance with the Environmental Laws.

10.16 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Unit 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 Villa Vistana 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.

10.17 Wells. Private wells are strictly prohibited and lake water may not be withdrawn for irrigation or any other purpose.

10.18 Pets and Animals. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the Owner's 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.

ARTICLE XI ALTERATIONS TO UNITS

11.01 Requests. Any alteration of a Unit must be approved in writing by the Board. Any Owner desiring to alter a Unit must submit a request to the Board along with any other documentation which the Board reasonably requests.

11.02 Purpose. The Board shall review, study and either approve or reject proposed alterations to improvements to the Units, all in compliance with this Declaration and as further set forth in any rules and regulations and the Villa Vistana 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. Jurisdiction of initial construction shall be within the ole purview of the Declarant.

11.03 Organization and Operation.

(a) The affirmative vote of a majority of the Board present at a meeting at which a quorum is present shall govern its actions in regards to any requested alterations to Units. A quorum shall consist of a majority of the members.

(e) The Board may avail itself of technical and professional advice and consultants as it deems appropriate.

11.04 Removal of Non-Conforming Improvements. The Board, after reasonable notice 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 Villa Vistana Homeowners' Association for all expenses incurred in connection therewith.

ARTICLE XII GENERAL PROVISIONS

12.01 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by Declarant, the Master Association, the Villa Vistana Homeowners' Association or the Owner of any portion of the Property, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by the majority of the then current Owners in Villa Vistana, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

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 Villa Vistana, 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 Villa Vistana Homeowners' Association, 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 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.

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

12.04 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one(21) years after the date of the last survivor of the now living descendants of President George Bush.

12.05 Independent Builders. Villa Vistana is a planned neighborhood within the Vineyards and is being developed by the Declarant. The individual residential units constructed within Villa Vistana may be constructed by the Declarant. If the residential unit is constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, director, partner, agent or subcontractor.

12.06 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Villa Vistana Homeowners' Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast by the Members of the Villa Vistana Homeowners' Association. This Section shall not apply, however, to: (a) actions brought by the Villa Vistana 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 Villa Vistana 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 Villa Vistana Homeowners' Association shall assess all Members of the Villa Vistana 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 Villa Vistana Homeowners' Association shall levy a Special Assessment against all Owners of Units in Villa Vistana, 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.

ARTICLE XIII MORTGAGE RIGHTS

13.01 General. The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Units. To the extent applicable, necessary or proper, the provisions of this Article apply to this Declaration, the Articles and the By-Laws.

13.02 Notices of Action. A holder, insurer or guarantor of a first mortgage, who provides written request to the Villa Vistana Homeowners' Association (such request to state the name and address of such holder, insurer or guarantor and identification of the Unit), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

(a) An Owners' default in performance of any obligation under the Villa Vistana Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Holder (or any Institutional Mortgagee) which continues for a period of sixty (60) days;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Villa Vistana Homeowners' Association; and

(c) Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.03 and 13.04.

13.03 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, the following approvals shall be required:

(a) The approval of sixty-seven percent (67%) of the Eligible Holders of mortgages on Units subject to Eligible Holder mortgages shall be required to terminate the legal status of the Villa Vistana Homeowners' Association; and

(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 Villa Vistana 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;
- (3) Insurance or fidelity bonds;
- (4) Any provisions which are for the express benefit of mortgagees;
- (5) Boundaries of any Unit; or,
- (6) Leasing of Units.

13.04 Other Approval Requirements. Unless at least sixty-seven percent (67%) of the Institutional Mortgagees (based on one (1) vote for each first mortgage owned) have given their prior written approval, the Villa Vistana Homeowners' Association shall not be entitled to:

(a) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner;

(b) By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements on Units, provided, however, the issuance and amendment of the Villa Vistana Design Review Criteria by the Board or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision.

13.05 Approval Deemed Given. If approval of an Eligible Holder or Institutional Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Villa Vistana Homeowners' Association within thirty (30) days after such Eligible Holder's or Institutional Mortgagee's receipt thereof, then such Eligible Holder or Institutional Mortgagee shall be deemed to have given its approval.

**ARTICLE XIV
SHARED AREAS AND FACILITIES**

14.01 General. The Plat of Villa Vistana comprehends a subdivision of lands consisting of residential building sites on either side of private roads, hereinafter referred to as the Roadways. Declarant may, but shall not be obligated to, install entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems along portions of the Roadways, and the perimeter of Villa Vistana.

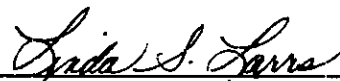
14.02 Easements. The Plat reflects numerous easements dedicated to various parties (the "Easements"). It is hereby declared that each of the above Easements are further dedicated, granted and reserved in favor of the Villa Vistana Homeowners' Association for the erection, maintenance, repair, replacement and reconstruction of all entrance features, walls and/or fences, lighting components, landscape plantings and irrigation systems constructed by Declarant, and any other common facilities which the Villa Vistana Homeowners' Association may later elect to install if such common facilities shall be approved by the Members.

14.03 Expenses. The costs of operating, maintaining, repairing, replacing and reconstructing the Roadway and all walls and/or fences, lighting components, landscape plantings, irrigation systems and other common facilities located within the Roadway and/or the Easements shall be a common expense under this Declaration.

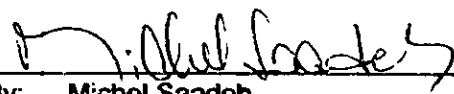
IN WITNESS WHEREOF, the VINEYARDS DEVELOPMENT CORPORATION, a Florida Corporation, has executed this Declaration of Covenants, Conditions and Restrictions for Villa Vistana on this 20th day of October, 1998.

Signed, sealed and delivered
in the presence of:

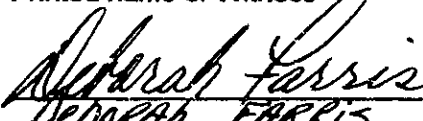
VINEYARDS DEVELOPMENT CORPORATION,
a Florida Corporation



LINDA S. LARRS
Printed name of Witness



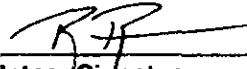
By: Michel Saadeh
Its: President



DEBORAH FERRIS
Printed name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of October, 1998 by Michel Saadeh, who is personally known to me and who did take an Oath, as President and CEO of the Vineyards Development Corporation, a Florida Corporation, on behalf of said corporation.



Notary Signature

[NOTARY SEAL]



ROBERT ROGERS
My Commission OCS#1184
Expires Mar. 18, 2000

P:\DATAUSERS\ROBERT\DEVELOP\VSTANA\DECLARE.WPD

*** OR: 2473 PG: 3157 ***

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/07/2004 at 11:38AM DWIGHT B. BROCK, CLERK

RBC FEE 27.00
COPIES 3.00

Retn: VILLA VISTANA
C/O RESORT MANAGEMENT
2685 HORSESHOE DR S #215
NAPLES FL 34104

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA VISTANA

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Unit Owners of Villa Vistana Homeowners Association, Inc., on February 10, 2004 held at 4:00 p.m., at the Vineyards Community Center, 6231 Arbor Blvd. W, Naples, Florida 34119 by a vote of not less than sixty-seven percent (67%) of all members, the Declaration of Covenants, Conditions and Restrictions for Villa Vistana Homeowners Association, as originally recorded in the Public Records of Collier County, Florida was amended as follows:

1. The Declaration of Covenants, Conditions and Restrictions of Villa Vistana Homeowners Association, is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Villa Vistana Homeowners Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2nd day of December, 2004.

VILLA VISTANA HOMEOWNERS ASSOCIATION, INC.,
A Florida not-for-profit corporation

By: James C Schmidt
As President

Richard H Knoll
Witness #1: Richard H Knoll
(print name)

ATTEST:

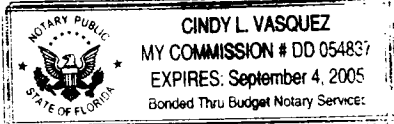
Jaqueline Serrano
Secretary

Holly N Baker
Witness #2: Holly N Baker
(print name)

COUNTY OF COLLIER
STATE OF FLORIDA

The foregoing instrument was acknowledge before me this 2nd day of December, 2004 by JAMES SCHMIDT, President of Villa Vistana Homeowners Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification and who did not take an oath.

Cindy L Vasquez
Notary Public
Print Name: CINDY L VASQUEZ
My commission expires:



COUNTY OF COLLIER
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 2nd
day of December, 2004 by Jacqueline Jensen Secretary of Villa Vistana
Homeowners Association, Inc., who is personally known to me or who has produced
(type of identification) as identification and who did not
take an oath.



Cindy Vasquez
Notary Public
Print Name: CINDY L VASQUEZ

EXHIBIT A

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 Villa Vistana Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owner 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 Villa Vistana 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 Villa Vistana Homeowners' Association as an additional insured and shall require that the Villa Vistana Homeowners' Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification or non-renewal.

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 Villa Vistana Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owner further covenants and agrees that in the event of loss or damage including, but not limited to, the total destruction of the structure comprising or containing the Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner(s) shall pay any costs of repair or reconstruction of the structure which are not covered by insurance proceeds. Following reconstruction, the Villa Vistana Homeowners' Association shall continue to maintain the Unit(s) in a neat and attractive condition.

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

Retn:
JAMIE B GREUSEL
1104 N COLLIER BLVD
MARCO ISLAND FL 34145

**CORRECTIVE CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA VISTANA**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Unit Owners of Villa Vistana Homeowners Association, Inc., on February 10, 2004 held at 4:00 p.m., at the Vineyards Community Center, 6231 Arbor Blvd. W, Naples, Florida 34119 by a vote of not less than sixty-seven percent (67%) of all members, the Declaration of Covenants, Conditions and Restrictions for Villa Vistana Homeowners Association, as originally recorded in the Public Records of Collier County, Florida was amended as follows:

1. The Declaration of Covenants, Conditions and Restrictions of Villa Vistana Homeowners Association, is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

**THIS IS A CORRECTIVE CERTIFICATE OF AMENDMENT DONE TO
CORRECT THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED AT O.R.
BOOK 3891 PAGE 3412, PUBLIC RECORDS OF COLLIER COUNTY, FL TO
INCLUDE THE CORRECT EXHIBIT A**

IN WITNESS WHEREOF, Villa Vistana Homeowners Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 4th day of JANUARY, 2004.5

VILLA VISTANA HOMEOWNERS ASSOCIATION,
INC.,

A Florida not-for-profit corporation

By: JAMES C. SCHMIDT
As President

[Signature]
Witness #1: DR. BRETT J. MAZZARISI
(print name)

ATTEST:

[Signature]
Witness #2: RICHARD H. KNOLL
(print name)

Jacqueline Serrano
Secretary

COUNTY OF COLLIER
STATE OF FLORIDA

The foregoing instrument was acknowledge before me this 4th day of JANUARY, 2004 by JAMES SCHMIDT, President of Villa Vistana Homeowners Association, Inc., who is personally known to me or who

has produced _____ (type of identification) as identification
and who did not take an oath.

Cindy L. Vasquez

Notary Public
Print Name: _____
My commission expires: _____



COUNTY OF COLLIER
STATE OF FLORIDA

4th The foregoing instrument was acknowledged before me this
day of JANUARY, 2004 by JACQUELINE SIERSEMA, Secretary of Villa
Vistana Homeowners' Association, Inc., who is personally known to me or who has
produced _____ (type of identification) as identification and
who did not take an oath.

Cindy L. Vasquez

Notary Public
Print Name: _____

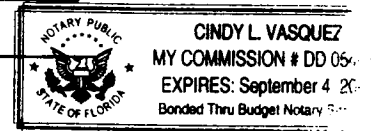


EXHIBIT A

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 Villa Vistana Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. Each Owner further covenants and agrees that in the event of loss or damage including, but not limited to, the total destruction of the structure comprising or containing the Unit, the damaged structure will be repaired within one (1) year in a manner consistent with the original construction. The Owner(s) shall pay any costs of repair or reconstruction of the structure which are not covered by insurance proceeds. Following reconstruction, the Villa Vistana Homeowners' Association shall continue to maintain the Unit(s) in a neat and attractive condition.

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

*** OR: 3717 PG: 3702 ***