

SECOND AMENDED AND RESTATED
DECLARATION OF THE COMMUNITY ASSOCIATION FOR THE VINES COMMUNITY
(formerly known as Vintage Golf and Country Club)

Instrument prepared by and after recording return to:

Ashley D. Lupo, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, FL 34103

(239) 649-6200

TABLE OF CONTENTS

	Page
1. <u>DEFINITIONS</u>	1
1.1 <u>Act</u>	1
1.2 <u>Articles</u>	1
1.3 <u>Assessment</u>	1
1.4 <u>Association</u>	1
1.5 <u>Association Property</u>	1
1.6 <u>Board</u>	2
1.7 <u>Common Expenses</u>	2
1.8 <u>Common Surplus</u>	2
1.9 <u>Declaration</u>	2
1.10 <u>Estero Country Club</u>	2
1.11 <u>Family or Single Family</u>	2
1.12 <u>Governing Documents</u>	2
1.13 <u>Institutional Mortgagee</u>	3
1.14 <u>Lease</u>	3
1.15 <u>Dwelling Unit</u>	3
1.16 <u>Lot</u>	3
1.17 <u>Member</u>	3
1.18 <u>Neighborhood</u>	3
1.19 <u>Neighborhood Association</u>	3
1.20 <u>Properties</u>	3
1.21 <u>Owner</u>	3
1.22 <u>Primary Occupants</u>	3
1.23 <u>Rules and Regulations</u>	3
1.24 <u>Single Family Residence</u>	4
1.25 <u>Tenant</u>	4
1.26 <u>Vines Community</u>	4
1.27 <u>Voting Interests</u>	4
2. <u>ASSOCIATION: MEMBERSHIP: VOTING RIGHTS</u>	4
2.1 <u>Articles of Incorporation</u>	4
2.2 <u>Bylaws</u>	4
2.3 <u>Delegation of Management</u>	4
2.4 <u>Membership</u>	4
2.5 <u>Voting Interests</u>	4
2.6 <u>Approval or Disapproval of Matters</u>	4
2.7 <u>Change of Membership</u>	4
2.8 <u>Termination of Membership</u>	4
2.9 <u>Association As Owner of Lots</u>	5
2.10 <u>Membership Roster</u>	5
2.11 <u>Limitation on Liability</u>	5
2.12 <u>Board of Directors</u>	5
2.13 <u>Powers and Duties</u>	5
3. <u>COVENANT FOR ANNUAL, SPECIAL AND INDIVIDUAL ASSESSMENTS</u>	5
3.1 <u>Lien and Personal Obligation for Assessments</u>	5

3.2	<u>Share of Assessments</u>	6
3.3	<u>Establishment of Liens</u>	6
3.4	<u>Priority of Liens</u>	6
3.5	<u>Collection of Assessments</u>	7
3.6	<u>Acceleration of Assessments</u>	7
3.7	<u>Certificate</u>	8
4.	<u>ARCHITECTURAL AND AESTHETIC CONTROL</u>	8
4.1	<u>Necessity of Architectural Review and Approval</u>	8
4.2	<u>Architectural Review</u>	8
4.3	<u>Powers and Duties of Architectural Reviewer</u>	8
4.4	<u>Variances</u>	9
5.	<u>PROPERTY RIGHTS: EASEMENTS</u>	10
5.1	<u>Use of Association Property</u>	10
5.2	<u>Easements</u>	10
5.3	<u>Neighborhood Common Area</u>	10
5.4	<u>Dedication of Common Areas</u>	11
5.5	<u>Lakes and Waterways</u>	11
5.6	<u>Irrigation</u>	11
5.7	<u>Surface Water Management</u>	11
5.8	<u>Cable T.V., Utility and Irrigation Easements</u>	11
5.9	<u>Easements for Governmental Health, Sanitation and Emergency Services</u>	11
5.10	<u>Railroad Right-of-Way Crossing</u>	12
5.11	<u>Golf Easements</u>	12
5.12	<u>Partition: Separation of Interest</u>	12
6.	<u>MAINTENANCE OF ASSOCIATION PROPERTY AND DWELLING UNITS</u>	12
6.1	<u>Association</u>	12
6.2	<u>Owner Maintenance</u>	13
6.3	<u>Neighborhood Association</u>	13
6.4	<u>Enforcement of Maintenance</u>	13
6.5	<u>Negligence: Damage Caused by Condition in Dwelling Unit</u>	13
7.	<u>INSURANCE</u>	13
8.	<u>USE RESTRICTIONS</u>	14
8.1	<u>Residential Purposes</u>	14
8.2	<u>Residence Size</u>	14
8.3	<u>Signs</u>	15
8.4	<u>Nuisance</u>	15
8.5	<u>Association Property</u>	15
8.6	<u>Pets and Animals</u>	15
8.7	<u>Cars, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers</u>	15
8.8	<u>Garages</u>	16
8.9	<u>Antennas and Flagpoles</u>	16
8.10	<u>Sewage Disposal; Irrigation</u>	16
8.11	<u>Outdoor Equipment</u>	16
8.12	<u>Air Conditioning and Heating Equipment</u>	17
8.13	<u>Energy Conservation Equipment</u>	17

8.14	<u>Lighting</u>	17
8.15	<u>Clothes Drying Area/Clotheslines</u>	17
8.16	<u>Pools</u>	17
8.17	<u>Golf Carts</u>	17
8.18	<u>Further Subdivision or Replat of Lots</u>	17
8.19	<u>Noxious Vegetation</u>	17
8.20	<u>Litter, Trash, Garbage</u>	18
8.21	<u>Excavations</u>	18
8.22	<u>Open Burning</u>	18
8.23	<u>Oil and Mining Operations</u>	18
8.24	<u>Individual Water Supply</u>	18
8.25	<u>Mailboxes</u>	18
8.26	<u>Association’s Right of Maintenance</u>	18
8.27	<u>Existing Structures</u>	18
9.	<u>ASSOCIATION'S EXCULPATION</u>	18
10.	<u>ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS</u>	19
10.1	<u>Legal Action</u>	19
10.2	<u>Entry by Association</u>	19
10.3	<u>Fines</u>	19
10.4	<u>Right to Enforce</u>	19
11.	<u>LEASING, CONVEYANCE, DISPOSITION</u>	20
11.1	<u>Forms of Ownership</u>	20
11.2	<u>Transfers</u>	21
11.3	<u>Procedures</u>	21
11.4	<u>Leasing</u>	21
11.5	<u>Unapproved Transfers</u>	21
12.	<u>DURATION OF COVENANTS: AMENDMENT OF DECLARATION:</u>	21
12.1	<u>Duration of Covenants</u>	21
12.2	<u>Proposal</u>	22
12.3	<u>Vote Required</u>	22
12.4	<u>Certificate; Recording</u>	22
13.	<u>GENERAL PROVISIONS</u>	22
13.1	<u>Waiver</u>	22
13.2	<u>Severability</u>	22
13.3	<u>Headings</u>	22
13.4	<u>Notices</u>	22
13.5	<u>Interpretation</u>	22
13.6	<u>Gender/Count</u>	23

SECOND AMENDED AND RESTATED
DECLARATION OF THE COMMUNITY ASSOCIATION FOR
THE VINES COUNTRY CLUB

That heretofore, the original Declaration of the Community Association for Vintage Golf and Country Club was recorded in Official Record Book 1822, at Page 4169, et. seq., of the Public Records of Lee County, Florida. After the recording of that Declaration, the name of the community was changed to The Vines Community. The Amended and Restated Declaration of the Community Association for The Vines Community was recorded in Official Records Book 2088, Page 3269, Public Records of Lee County, Florida. That Amended and Restated Declaration of the Community Association for The Vines Community is hereby amended and is restated in its entirety. This Second Amended and Restated Declaration of the Community Association for The Vines Community is made by The Vines Community Association, Inc., a Florida not-for-profit corporation. The land subject to this instrument is legally described in Exhibit "A" attached hereto. The covenants and restrictions contained in this instrument shall run with the land legally described in Exhibit "A" attached hereto and be binding upon and inure to the benefit of all present and future Owners of Lots in The Vines Community and third parties as described herein. The acquisition of title to a Lot or any other interest in The Vines Community or the lease, occupancy, or use of any portion of a Dwelling Unit or the Association Property, constitutes an acceptance and ratification of all provisions of this instrument as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth below:

1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes (2007).

1.2 "Articles" shall mean the Articles of Incorporation of the Association as same may be amended from time to time.

1.3 "Assessment" shall mean the amount of money which may be assessed against a member for the payment of the member's share of common expenses, and/or any other funds which a member may be required to pay the Association as provided by this Declaration, the Articles or the By-Laws.

1.4 "Association" shall mean and refer to The Vines Community Association, Inc., a Florida not-for-profit corporation.

1.5 "Association Property" means and refers to the land, systems, facilities, rights and easements which may be deeded, leased, licensed, granted, reserved, assigned, dedicated or transferred to the Association, or was or is designated Association Property by 41 Development Corporation, Banyan Group, Inc., or the Association, together with all improvements and personal property thereon and equipment, facilities and rights associated therewith, including real property, regardless of whether title has been conveyed to the Association, that has been dedicated to the Association or its Members by a recorded plat or committed by this Declaration or other restrictive covenants to be leased or conveyed to the Association or any property for which the Association has assumed responsibility of maintenance. The term "Association Property" shall include, without limitation, all "Common Areas" within the Properties, as that term is defined in Section 720.301 of the Act, and the property described on the Plat of Vintage Golf and Country Club, as more particularly described in the plat thereof recorded in Plat Book 37, Pages 41-50, of the Public Records of Lee County, Florida (the "Plat"), and includes any property,

whether improved or unimproved, or any interest therein, now or hereafter maintained by the Association for the benefit, use and enjoyment of the members of the Association, and the residents of the Properties. The Common Areas also includes any other property which is declared to be a common area by this Declaration.

1.6 "Board" means and refers to the Board of Directors of the Association.

1.7 "Common Expenses" means all expenses of any kind or nature whatsoever, properly incurred by the Association, including, but not limited to, the following:

1.7.1 Expenses incurred in connection with any common area, including, but not limited to, guard, restricted "access" services, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations, including maintenance and insurance of railroad right-of-way crossings and surface water rights.

1.7.2 Expenses of obtaining, repairing or replacing personal property in connection with any common area or in connection with the performance of the Association duties.

1.7.3 Expenses incurred in connection with maintaining, repairing and improving landscapings, sprinkler systems, structures and other improvements in, under or upon any common area for which the obligation to maintain, repair and improve has been designated to and accepted by the Board from time to time.

1.7.4 Expenses incurred in connection with the administration and management of this Declaration, or by the Articles or By-Laws.

1.7.5 Expenses declared to be common expenses by the provisions of this Declaration, or by the Articles or By-Laws.

1.7.6 Any expense of prosecuting or defending any action for or against the Association including attorney's fees.

1.8 "Common Surplus" means the excess of all receipts of the Association over the amount of common disbursements.

1.9 "Declaration" means and refers to this Second Amended and Restated Declaration of the Community Association for The Vines Community. The Declaration shall also include any other documents pertaining to any Neighborhood Association.

1.10 "Estero Country Club" means a not-for-profit corporation which is formed to administer the By-Laws and Rules and Regulations for the Golf Course and Club Amenities, to-wit: Tennis Facilities, Clubhouse, etc. upon the Properties. The Estero Country Club shall be a member of the Association.

1.11 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.12 "Governing Documents" means and refers to the Declaration, the Articles, the Bylaws, the Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Association and any

exhibits or amendments thereto. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.13 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Lot which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a first mortgage against a Lot which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot.

1.14 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Dwelling Unit for valuable consideration.

1.15 "Dwelling Unit" or "Residence" means and refers to any or all the residences which will be constructed on the Lots, each intended for use and occupancy as a residence for a single family.

1.16 "Lot" means any single platted lot within the Properties upon which a Residence, including a detached single-family home, attached townhouse or villa, may be constructed. The term "Lot" includes lots improved by the construction of a residence and lots that have not been improved by the construction of a residence. The term "Lot" shall also mean and refer to any condominium unit designated as such by a recorded Declaration of Condominium creating a condominium within the properties. Wherever herein the term "Lot" is used, it shall be interpreted as if followed by the words "and Dwelling Unit constructed thereon" except where the context clearly requires otherwise.

1.17 "Member" means and refers to persons or entities who are members of the Association as provided in the Governing Documents.

1.18 "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Properties which is subject to a Neighborhood Declaration and which may be governed by a Neighborhood Association.

1.19 "Neighborhood Association" shall mean and refer to a property owners' association, homeowners' association, condominium association or any other such entity established for the purpose of managing and maintaining one or more Neighborhoods within the properties.

1.20 "Properties" means and refers to all real property which is subject to this Declaration and includes both Association Property and Lots. "Properties" shall also have the same meaning as the term "Community" as defined in the Act.

1.21 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Lot in the Properties.

1.22 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their family, in accordance with the provisions of this Declaration.

1.23 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Association Property and procedures for administering the Association and the Properties, as adopted, amended and rescinded from time to time by the Board of Directors.

1.24 "Single Family Residence" means and refers to a Dwelling Unit which is restricted to occupancy only by the Owner or Primary Occupants and their family, guests and tenants as further provided herein.

1.25 "Tenant" means and refers to one who leases or rents from an Owner and holds temporary possession of a Dwelling Unit.

1.26 "Vines Community" means and refers to and shall be the name of the Properties.

1.27 "Voting Interests" means the voting rights distributed to the Members.

2. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Association Property shall be by The Vines Community Association, Inc., a Florida not-for-profit corporation, which shall perform its functions pursuant to the following:

2.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation ("Articles") of the Association is attached as Exhibit "B".

2.2 Bylaws. A copy of the Amended and Restated Bylaws ("Bylaws") of the Association is attached as Exhibit "C".

2.3 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Association Property, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.4 Membership. Every person or entity, who is a record Owner of a fee interest in any Lot located upon the Properties, shall be a Member, except that if a Lot is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.5 Voting Interests. The votes of the Members shall be established and exercised as provided in the Articles and Bylaws. Estero Country Club shall be a Member, as limited in the Governing Documents, and shall have one (1) vote.

2.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of a Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Lot if present in person at a Association meeting, unless the joinder of all record Owners is specifically required.

2.7 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Owner's membership becoming effective as provided above; and the membership of the prior Owner shall thereby be automatically terminated.

2.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected

with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.9 Association As Owner of Lots. The Association has the power to acquire title to a Lot by foreclosure of the Association's lien as provided for elsewhere in this Declaration or by deed in lieu of foreclosure, and to hold, lease, mortgage, encumber and convey such Lot, with the prior approval of the Board of Directors. The Association has the power to acquire title to a Lot through a voluntary transaction other than a deed in lieu of foreclosure or foreclosure sale and lease, mortgage, encumber and convey that Lot, without the prior approval of the Voting Interests.

2.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request.

2.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Association Property, the Association shall not be liable to Owners for property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

2.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

2.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents Florida Statutes Chapter 720 and Florida Statutes 617. In addition, the Association shall have the power to enforce this Declaration and shall have all the powers granted to it by this Declaration.

3. COVENANT FOR ANNUAL, SPECIAL AND INDIVIDUAL ASSESSMENTS.

3.1 Lien and Personal Obligation for Assessments. Subject to the limitations on Assessment liability with respect to Institutional Mortgagees, each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Lot's share of annual assessments based on the annual budget adopted by the Association, including, without limitation, operating expenses and reserves, which annual assessments shall be collected on an annual or quarterly basis ("Annual Assessments");

(B) the Lot's share of special assessments for Association expenditures not provided for by Annual Assessments ("Special Assessments"); and

(C) amounts assessed against a Lot for other than Annual Assessments or Special Assessments, as provided for elsewhere in this Declaration and the Bylaws, any fines levied against a Lot (if the Act permits fines to become a lien against a Lot) and any amounts allocated to a Lot pursuant to a "bulk contract" between the Association and a telecommunications provider.

Assessments shall be established and collected as provided herein and in the Bylaws. The Annual, Special and Individual Assessments, together with interest, costs, late fees and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. No Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

3.2 Share of Assessments. Each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration shall be liable for its pro rata share of all Annual and Special Assessments. The Estero Country Club shall be assessed an amount equal to twelve (12) units. All Association Property and any governmental authority or public or private utility shall be exempt from payment of Assessments.

3.3 Establishment of Liens. Any and all Assessments levied by the Association or collected on behalf of in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, late fees and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made, and shall also be the personal obligation of the Owner of Lot against which such Assessment is made. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Association Property, or by abandonment of his Lot or Dwelling Unit. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Lee County, Florida, setting forth the description of the Lot, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The Association may file a Claim of Lien against a Lot for unpaid assessments after written notice or demand for past due assessments as well as any other amounts owed to the Association has been made by the Association. The written notice or demand must (i) provide the Owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand; and (ii) be sent by registered or certified mail, return receipt requested, and by first-class U.S. mail to the Owner at his/her last address as reflected in the records of the Association, if the address is within the U.S., and to the address of the Lot if the Owner's address as reflected in the records of the Association is not the Lot address. If the Owner's address is outside the U.S., the Association may send the notice to that address and to the Lot address via first-class U.S. mail. The effectiveness of the Claim of Lien shall relate back to the date the original Declaration of Covenants was recorded in the Public Records of Lee County, Florida. A Claim of Lien shall secure payment of all Assessments due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The preceding sentence applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Fla. Stat. and is not a fine.

3.4 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments shall be subordinate and inferior to: the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto. The Association's lien shall be

subordinate and inferior to the lien of any recorded first Institutional Mortgage but only to the extent provided under Chapter 720 Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time, unless the Association's Claim of Lien was recorded prior to the first Institutional Mortgage, but except as provided for in the first sentence of this Section 3.4, shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Dwelling Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. Any Mortgagee in possession, a receiver appointed on behalf of any Mortgagee, a purchaser at a foreclosure sale, or a Mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee shall hold title subject to the liability and lien of any Assessment coming due before or after foreclosure or deed in lieu of foreclosure. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 3.4, shall be treated as a Special Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or deed in lieu of foreclosure) took place.

3.5 Collection of Assessments. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

(A) To charge interest on such Assessment, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment fee equal to the greater of: (i) Twenty-five Dollars (\$25.00); or (ii) five percent (5%) of each delinquent installment payment of the Assessment. This late fee shall not be considered a fine as provided for in the Governing Documents, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed sale, transfer or lease of the Owner's Lot and Dwelling Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner provided pursuant to Section 720.3085 of the Act, as the same may be amended from time to time. Such action may not be brought until 45 days after the Owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount. The Owner may make a qualifying offer pursuant to the requirements of Section 720.3085 of the Act. The Association may purchase the Lot at the foreclosure sale or by deed in lieu of foreclosure and hold, lease, mortgage, or convey the Lot.

(D) To bring an action at law for money judgment against the Owner without waiving any lien foreclosure rights of the Association.

(E) Retaining the services of a collection agency or attorney initiating legal proceedings.

The member or Neighborhood Association shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien.

3.6 Acceleration of Assessments. In addition, if any member or Neighborhood Association is in default in the payment of any assessment or any other monies owed as herein stated above, the Association shall have the right to accelerate and require such defaulting member to pay to the

Association assessments for common expenses for that next twelve (12) month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting member shall continue to be liable for any increases in the regular assessments for common expenses, for all special assessments for common expenses, and/or all other assessments and monies payable to the Association.

3.7 Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for Assessments a certificate in writing signed by an officer or agent of the Association, setting forth whether said Assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

4. ARCHITECTURAL AND AESTHETIC CONTROL

4.1 Necessity of Architectural Review and Approval. No Owner shall make or permit the making of any alterations or additions to his Lot or in any manner change the exterior appearance of any portion of the Dwelling Unit, without first obtaining the written approval of the Architectural Reviewer. The Architectural Reviewer shall have the authority to review and approve plans and specifications for the location, size, type and appearance of any structure or other improvement on a parcel, and to enforce the Association's Architectural Planning Criteria in a manner consistent with the same. Any glass, screen, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Dwelling Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the Association Property in any way. Approved exterior materials are stucco, wood, natural stone, coquina or brick.

4.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the "Architectural Reviewer", as defined herein. The Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee ("ARC") appointed by the Board of Directors. The Board of Directors shall always retain the authority to appoint and remove the members of the ARC and to cause architectural review oversight to be returned to the Board of Directors if previously delegated to the ARC.

4.3 Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to any "Architectural Planning Criteria", which shall be considered part of the Association's Rules and Regulations. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. In the event that the Board of Directors has appointed an ARC, any modifications and/or amendments to any Architectural Planning Criteria adopted by the ARC shall be subject to the review and approval of the Board of Directors.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or

placement of which is proposed upon any Lot or Dwelling Unit in the Properties, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Lot or Dwelling Unit and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or Dwelling Unit in the Properties and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

4.4 Variances.

4.4.1 The Architectural Reviewer may authorize variances from compliance with any of the architectural provisions or this Declaration (including, but not limited to building lines setbacks), when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations require. Such authorizations will be in the sole discretion of the Architectural Reviewer and shall be evidenced in writing and signed by a majority of the Architectural Reviewer.

4.4.2 If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for

which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose, except as to the particular Lot and particular provisions hereof covered by the variance. Nor shall such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

5. PROPERTY RIGHTS: EASEMENTS.

5.1 Use of Association Property. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for use, ingress, egress and access in, to and over the Association Property for use in common with all other Owners, their tenants, guests and invitees. These easements shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(A) The right and duty of the Association to levy Assessments against each Lot for the upkeep, maintenance, repair or betterment of the Association Property and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Association Property to any public agency, authority, utility, or the South Florida Water Management District ("SFWMD") for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the Owners to use the Association Property for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Association Property and facilities thereon shall extend to the members of his family who reside with him, and to his tenants, guests and invitees, subject to regulation from time to time by the Association.

5.2 Easements. The Board of Directors shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Board of Directors shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Lots and Dwelling Units. All telephone, electric, or other wires of all kinds shall be underground and poles or transmission cables located within platted utility easements. Each Dwelling Unit and Lot shall be subject to an easement in favor of all other portions of the Properties for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public utility lines and other similar or related facilities serving other Lots and portions of the Properties. The Association is granted a blanket easement over the Association Property and Lots for the purpose of carrying out its responsibilities pursuant to this Declaration. All of the Properties shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Association Property or contiguous thereto or caused by inaccuracies in the building or rebuilding of such improvements or caused by changes in the building design or approved site plan provided such changes have been approved by the appropriate governmental authorities. Such easements for encroachments shall continue until the encroachments no longer exist.

5.3 Neighborhood Common Area. All Common Areas designated as Neighborhood Association common area shall be maintained by the applicable Neighborhood Association.

5.4 Dedication of Common Areas. The Association may upon acceptance and approval of the applicable governmental entity, dedicate the limited-access private streets to the perpetual use of the public.

5.5 Lakes and Waterways. All members of the Association acknowledge that the ponds and lakes which exist within the subdivision are for the purpose of golf course, general subdivision enhancement, and drainage. The ponds and lakes are expressly not for the purpose of swimming, wading or other recreational activities. Any such activities are expressly prohibited and if done, shall be done at the sole and complete risk of the member. All persons purchasing Lots with the Properties hereby hold harmless the Association from any injury resulting from such improper use of lakes and ponds within the subdivision.

5.6 Irrigation. All members of the Association hereby consent to the irrigation of the common areas and golf course located within the subdivision with treated effluent, provided that said effluent is emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

5.7 Surface Water Management. To facilitate the operation and maintenance of common property, specifically the surface water management system as per permits granted by the South Florida Water Management District within the Properties, including all lakes, retention areas, culverts and related appurtenances, the Association is specifically granted the following additional powers:

To own and convey property;

To establish such rules and regulations as it may deem appropriate or as may be required by the South Florida Water Management District;

To sue and be sued;

To assess members and enforce said assessments relating to the operation and maintenance of common areas.

To contract for services for operation and maintenance if said corporation deems outside services appropriate and feasible; and

In the event of dissolution of said corporation, said corporation shall have the power to dedicate the operation and maintenance of the common property to a successor non-profit corporation or to an appropriate agency of local government for the purposes of operating and maintaining said common areas in accordance with South Florida Water Management District requirements.

5.8 Cable T.V., Utility and Irrigation Easements. The Association shall have the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system devises, guard gates, public utility and irrigation systems (including the installation of irrigation pumps), on the common areas and the properties in addition to those easements already reserved.

5.9 Easements for Governmental Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, postal services, police services and any emergency services such as fire, ambulance and rescue services for the purposes of ingress and egress over and across the common areas and for the enforcement of the laws of the United States of America, State of Florida and Lee County.

5.10 Railroad Right-of-Way Crossing. The Property is served by a private road or roads across the right-of-way and tract of "Seaboard System Railroad, Inc." as more particularly provided for in a licensed agreement as heretofore recorded in Official Records Book 1754, Pages 2904 through 2911, Public Records of Lee County, Florida, and as may be amended from time to time. The Estero Country Club is responsible for that portion of the license agreement and amendments, and guarantee payments of maintenance fees, to the extent that such responsibilities and maintenance fees relate to golf cart crossings.

5.11 Golf Easements. The Association shall have the right to grant, modify or terminate easements to permit the doing of every act necessary and proper to the playing of golf on the golf course, which is part of the subdivision. These acts shall include, but not be limited to, the recovery of golf balls from any area of such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course (and golf course easement as herein set out), the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activities associated with the operation of the Estero Country Club. There is hereby established over and across the real lot line adjacent to any golf course in the Properties, or side lot lines, if said lot line is adjacent to a golf course, a 25 foot easement, which easement shall be used by Estero Country Club in the operation of its golf course property and which easement area shall specifically constitute part of the golf course. Further, for any lot or lots which abut a pond or lake within the Properties, and which as a result thereof, do not have direct access to a golf course, there is created hereby a walkway easement over and across any lot or lots which shall constitute the nearest and most practicable route to a golf course for said golfer and shall not be deemed a trespass. In the event of disputes among members regarding the location of any such walkway, the Association's decision shall be binding upon all members involved.

5.12 Partition: Separation of Interest. There shall be no judicial partition of the Association Property, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Properties, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot and Dwelling Unit owned by cotenants. The ownership of any Lot and the ownership of the Dwelling Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Lot and Dwelling Unit hold membership in the Association.

6. MAINTENANCE OF ASSOCIATION PROPERTY AND DWELLING UNITS.

6.1 Association. The Association is responsible for the protection, maintenance, repair and replacement of the Association Property, excluding any common areas of any Neighborhood Association. The Association shall have the right, but not the obligation, to assume the obligation to operate and/or maintain any property other than the property which is owned by Estero Country Club, if the Board in its sole and absolute discretion determines that the operation and/or maintenance of the property by the Association would be in the best interest of the Association. The Association shall be responsible for all drainage improvements (except those located on individual Lots) which service any of the Lots, unless such maintenance is the responsibility of a governmental body or other entity.

The Association shall not be responsible to maintain, repair or replace all or any portion of a Lot or Dwelling Unit or any other improvements constructed thereon. All maintenance, repair and replacement which is the responsibility of the Association shall be a common expense assessed to all Owners, unless the Association undertakes maintenance, repair or replacement of a Lot or Dwelling Unit due to an Owner's failure to undertake such maintenance, repair or replacement.

The Association has the right to make additions, alterations and improvements to the common areas and purchase any personal property it deems necessary.

6.2 Owner Maintenance. Owners shall maintain, repair and replace their Lots, Dwelling Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition. Whenever an Owner contracts for maintenance, repair or replacement, alteration, addition or improvement of any portion of the Lot, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.3 Neighborhood Association. Each Neighborhood Association shall be responsible for complying with all provisions of the Governing Documents with respect to the property which is subject to the jurisdiction of the Neighborhood Association, notwithstanding the fact that the Owner of any portion of the property may also be responsible for compliance with respect to the property owned by such Owner.

6.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with his obligation to maintain, repair or replace any portion of his Lot or Dwelling Unit, after fourteen (14) days notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Lot and Dwelling Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as an Individual Assessment against that Lot. The Association is granted an easement upon the Lot and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

6.5 Negligence: Damage Caused by Condition in Dwelling Unit. The Owner of each Dwelling Unit shall be liable for the expenses of any maintenance, repair or replacement of Association Property, other Dwelling Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, invitees or tenants. Each Owner has a duty to maintain his Dwelling Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Dwelling Units, the Association Property or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Dwelling Units, the Association Property or property within other Dwelling Units, the Owner of the offending Dwelling Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Lot, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7. INSURANCE: The Association shall obtain and maintain adequate insurance for the Association Property (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Association Property containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Association Property, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the

Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in the minimum amount of \$5,000,000, or in a greater amount as determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

(C) Blanket Fidelity Bonds. For anyone who handles or is responsible for funds held or administered by the Association, in an amount within the discretion of the Board.

8. USE RESTRICTIONS. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Association Property. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by a majority of the Voting Interests. All provisions of the Governing Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

The following restrictions set forth in Sections 8.1 through 8.17 shall not be applicable to the commercial parcels.

8.1 Residential Purposes. No Lot shall be used for other than single-family residential purposes, except for that portion of the Properties located on Tract C, D, E, J, and I. No trade or business may be conducted in or from any Dwelling Unit, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Dwelling Unit and does not involve door-to-door solicitation of occupants of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Dwelling Units. An Owner may have guests occupy the Dwelling Unit in accordance with registration and other restrictions set forth in the Rules and Regulations. However, the use of a Dwelling Unit on a "time share" or another rotating, transient basis (for example, as a "perk" for the employees, vendors or customers of an Owner or the Owner's corporation) or as a public lodging establishment shall be deemed a business or trade use and therefore prohibited. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

8.2 Residence Size. (Applicable to Single Family Dwelling Units only) No building shall be erected on a lot in the Properties except one single-family private dwelling, with attached garage for at least two (2) cars. Servants' quarters may be provided as a part of the garage or may be attached to the house. Each dwelling or residence shall consist of not less than 2,200 square feet of living area, and not less than 1,800 square feet of living area on the first floor of a two-story structure, excluding porches, garages, servants' quarters and similar structures. No stilt homes of any type shall be permitted nor shall a structure exceed two (2) stories in height.

8.3 Signs. No sign, symbol, name, address, notice or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Architectural Reviewer. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors shall have the right to erect signs on the Association Property as it deems appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties without the express written consent of the Boards of Directors of the Association. No sign shall be nailed or otherwise attached to trees.

8.4 Nuisance. Nothing shall be done upon any Lot or in any Properties or in the Association Property which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents shall observe the vehicular speed limits posted on signs in the Association Property.

8.5 Association Property. No Owner shall make use of the Association Property in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Association Property.

8.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any pet must be carried or kept on a leash when outside of a Dwelling Unit. Permitted pets shall only be kept subject to and in accordance with such Rules and Regulations as the Board of Directors may promulgate. Pets must not be an unreasonable nuisance or annoyance to other Owners in Vines Community. All Owners shall immediately pick up and remove any solid animal waste deposited by his pet. If any pet interferes with the Association's maintenance responsibility, the applicable Owner will be required to assume the obligations for such maintenance, without reduction in Assessments. Each Owner who determines to keep a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever, including attorney's fees and costs, arising from his having any animal in Vines Community. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

8.7 Cars, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers. Vehicles shall be parked only in the garages or in the driveways serving the Units or in areas designated by the Board for parking, and then subject to the reasonable rules and regulations adopted by the Board. Vehicles shall not be parked overnight on roads or swales.

(A) Cars, mini-vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. All other vehicles, including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Bicycle racks are permitted on non-commercial vehicles. Any use of a motorcycle is limited to providing ingress/egress to a Lot over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be

parked in a garage when not in use. The Board of Directors may adopt Rules and Regulations from time to time with respect to the size, weight, type, place and manner of operating vehicles in Vines Community.

Any vehicle parked on Association Property or in violation of the above restrictions may be towed by the Association, at the expense of the owner, on 24 hours notice posted on the vehicle. The 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 posting. Once the notice is posted, neither its removal, nor failure of the Owner to receive the notice, shall be grounds for relief of any kind.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on the driveway of a Lot except for those furnishing goods and services during daylight hours.

(C) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles of vendors furnishing goods and services to the Association.

8.8 Garages. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally constructed. All garage doors shall be equipped with an approved automatic closing device, which shall be kept operative at all times. All garage doors shall be of standard size and may not be oversized to accommodate any truck or recreation-type vehicle.

8.9 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Dwelling Unit, or is located on the side or rear yard of the Lot. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Dwelling Unit and to the maximum extent feasible, removed from view from the street and other Dwelling Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

8.10 Sewage Disposal; Irrigation. No individual sewage disposal system shall be permitted on any Lot. No sprinkler or irrigation systems of any type which draw water from lakes, ponds or other ground or surface waters within the Properties shall be installed, constructed or operated by an Owner within the Properties unless prior written approval from the Architectural Reviewer has been obtained.

8.11 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, air conditioning and heating units, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not

be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities. All equipment, screening, fencing or landscaping as detailed in this Section shall be subject to the approval of the Architectural Reviewer as set forth in Section 4 of this Declaration.

8.12 Air Conditioning and Heating Equipment. Window or wall air conditioning/heat compressor units are prohibited.

8.13 Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Architectural Reviewer. No solar panels, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. The solar panels must be installed within an orientation to the south or within 45° east or west of due south if such orientation does not impair the effective operation of the solar collectors. This provision is not intended to prohibit the use of solar energy devices.

8.14 Lighting. The exterior lighting of a Lot shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer, except for seasonal decorative lighting.

8.15 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

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

8.17 Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the Unit garages. No golf cart shall be placed, parked or stored on the lawn of any Unit or on any portion of the Common Areas, unless such area is specifically designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of Vines Community. Owners of golf carts, by operating same within Vines Community, shall be presumed to have released the Association of all liability arising from an Owner's use of his golf cart. Owners shall maintain liability insurance in connection with the operation of their golf carts. Proof of liability insurance shall be provided to the Association upon request. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the Owner, his family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

8.18 Further Subdivision or Replat of Lots. Owners may not subdivide or separate any Lot into smaller lots without the prior written consent of the Architectural Reviewer. However, an Owner may separate or subdivide a Lot if the separated or subdivided portions are combined with an adjacent Lot resulting in a larger buildable Lot. The combined Lot and a portion of a Lot will be deemed to be a single Lot for all purposes.

8.19 Noxious Vegetation No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part of the right-of-way between the street pavement and the front Lot line of a Lot. All Lots and such right-of-way areas shall be maintained in a green and sightly manner and all grass, weeds or other vegetation shall not be permitted to exceed six (6) inches in height.

8.20 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owner shall sweep or throw onto a Lot any dirt or other materials or otherwise litter in any way a Lot. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lot except in closed sanitary containers. Such containers shall be kept in sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the Architectural Reviewer. Such containers shall be placed on the Lot for pickup at the times and in accordance with the requirements of the franchised garbage removal utility for the Properties.

8.21 Excavations No excavation of stone, gravel, dirt or earth shall be made on any portion of a Lot, except for the construction of dwelling, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications for such excavations have been approved by the Architectural Reviewer.

8.22 Open Burning Open burning to reduce solid waste on any Lot is prohibited.

8.23 Oil and Mining Operations. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any Lot.

8.24 Individual Water Supply. No individual water supply system shall be permitted on any Lot, except for a well and pump to provide water for a lawn sprinkler system or a heating and air conditioning system. In the event such a private water supply system is installed, it shall contain a filtering system intended to filter out minerals that will cause discoloration of drives, sidewalks and buildings.

8.25 Mailboxes. (Applicable to single family only). All mailboxes placed upon the premises shall be approved in advance of installation by the Architectural Reviewer or shall be identical to the prior pre-approved mailboxes.

8.26 Association's Right of Maintenance. In the event an Owner fails to maintain his Unit as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Vines Community; provided, however, that at least five (5) days notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

8.27 Existing Structures. Existing permitted structures as of the date of adoption of this amendment that are in compliance with all governmental rules, laws and regulations shall be allowed to be "grandfathered" by registering such permitted structures with the Association within ninety (90) days of the passage of this Amendment. Any grandfathered structure may not be replaced or substituted unless the new structure complies with the limitations contained within this Declaration.

9. ASSOCIATION'S EXCULPATION. The Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without

incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

10. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported to the Association's property manager or a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation of the Governing Documents, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below.

10.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Disputes subject to pre-suit mediation under Section 720.311 of the Act shall not include the collection of any Assessment, fine, or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. In any dispute subject to pre-suit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the pre-suit mediation requirements of Section 720.311 of the Act. An aggrieved party shall serve on the responding party a written demand to participate in presuit mediation pursuant to Section 720.311 of the Act.

10.2 Entry by Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Association and/or its authorized agent, in addition to all other remedies, the right to enter upon a Lot where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon. The Association and/or its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Fines. The Board may impose a fine or fines against an Owner for failure of the Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Lot, unless permitted by the Act.

10.4 Right to Enforce. The Association shall have the right at any time to demand that the Governing Documents be enforced by the appropriate Neighborhood Association. If the Neighborhood Association fails or refuses to enforce any provision of any Association Document or its Neighborhood Association documents, then the Association shall have the right to enforce any Association Document in the same manner and in place of the defaulting Neighborhood Association. The Neighborhood Association shall be liable to the Association for any damages, including attorneys' fees and costs, incurred in such enforcement.

11. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Lot by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 11.5 below):

11.1 Forms of Ownership:

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

(B) Co-ownership. Co-ownership of Lots may be permitted. If the proposed or actual co-Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, the proposed or actual co-Owners shall designate two (2) individuals as the "Primary Occupants". The use of the Lot by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The Board shall condition its approval to the proposed conveyance of a Lot on such designation of Primary Occupants. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one (1) such change will be approved in any twelve (12) month period. Owners as of the date of adoption of this Declaration shall be required to designate Primary Occupants within thirty (30) days of the recordation of this Declaration in the Public Records of Lee County, Florida.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. If a Lot is to be or is owned by a trustee, corporation or other entity, the proposed or actual Owner shall designate two (2) individuals as the "Primary Occupants". The use of the Lot by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The Board shall condition its approval to the proposed conveyance of a Lot on such designation of Primary Occupants. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 11. No more than one (1) such change will be approved in any twelve (12)-month period. Owners as of the date of adoption of this Declaration shall be required to designate Primary Occupants within thirty (30) days of the recordation of this Declaration in the Public Records of Lee County, Florida.

(D) Life Estate. A Lot may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one (1) remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

11.2 Transfers. Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law.

11.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or gift. An Owner leasing his Dwelling Unit or the sale or gift of his Lot or any interest therein, shall give to the Board of Directors or its designee, a copy of the lease, deed or other transfer document.

(2) Devise. Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership.

(B) Occupancy by Felons. Notwithstanding anything in this Section 11 to the contrary, a Lot may not be occupied by a person who has been convicted of a felony and is required to be registered as a sexual predator or sexual offender. A violation of this provision shall entitle the Association to commence eviction proceedings against the occupant as an agent of the owner, without the consent of such owner, in which action the Association is entitled to recover its attorneys' fees and costs against the occupant and owner, if different.

11.4 Leasing. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation of the Governing Documents is grounds for the Association to seek damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorneys' fees and costs.

11.5 Unapproved Transfers. Any lease, sale or transfer which is in violation of this Section 11 shall be void unless subsequently approved in writing by the Board.

12. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

12.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the twenty-fifth (25th) anniversary of the date of recordation of this Declaration (as amended to that date by the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the entire membership, at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate

shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, this Declaration may not be terminated nor the Association dissolved or otherwise liquidated unless the responsibility for the operation and maintenance of the Properties, including any property or easements and related improvements that are dedicated to the Association by the Plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

12.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by twenty-five percent (25%) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can be given.

12.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least a majority of the Voting Interests provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

12.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or a Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Lee County, Florida.

13. GENERAL PROVISIONS.

13.1 Waiver. Any waiver by the Association of the breach of any provisions of the Governing Documents must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

13.2 Severability. If any section, subsection sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

13.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

13.4 Notices. Any notice required to be sent to any Owner under the provisions of the Governing Documents shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

13.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

13.6 Gender/Count. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

EXHIBIT "A"
VINES COMMUNITY

542917.118134.0001