

Prepared by and return to:
Steven J. Adamczyk, Esquire
Goede, Adamczyk & DeBoest, PLLC
8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Santorini Villas and Amended and Restated By-Laws for Santorini Villas Homeowners Association, Inc. were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 26th day of March, 2013. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Restrictions and Easements for Santorini Villas Homeowners Association, Inc. and By-Laws are recorded at Official Records Book 2695, Page 2068 of the Public Records of Collier County, Florida.

The property subject to the Declaration is further described in Exhibit "A" of the original Declaration of Covenants, Restrictions and Easements recorded at Official Records Book 2695, Page 2068 of the Public Records of Collier County, Florida.

SANTORINI VILLAS HOMEOWNERS
ASSOCIATION, INC.
a Florida not-for-profit corporation

By: [Signature]
Gordon Johnson, as President

[Signature]
Witness

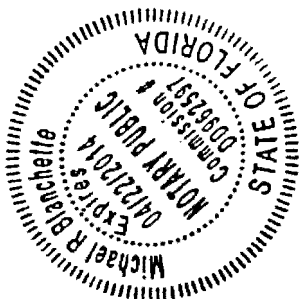
Steve DeAngelis
Printed Name of Witness

[Signature]
Witness

Jennifer Johnson
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Gordon Johnson, as President of SANTORINI VILLAS HOMEOWNERS ASSOCIATION, INC., to me personally known or identified by a drivers' license and who did take an oath, on this 12 day of April, 2013.



[Signature]
Notary Public
Michael Blanchette
Printed name of Notary
My Commission Expires: 4/22/14

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

**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SANTORINI VILLAS**

KNOW ALL MEN BY THESE PRESENTS that on June 18, 2002 the original Declaration was recorded in Official Record Book 3057, at Page 2810 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described as:

Those lands described in the Plat of Santorini Villas at Olde Cypress, as recorded in Plat Book 34, Pages 47-48 of the Public Records of Collier County, Florida

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Assessments" means a share of the funds required for the payment of common expenses and individual expenses which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Santorini Villas Homeowners' Association, Inc., as amended from time to time.

1.3 "Association" means Santorini Villas Homeowners' Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities of Santorini Villas.

1.4 **"Board"** means the Board of Directors responsible for the administration of the Association.

1.5 **"Common Areas"** means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots.

1.6 **"Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the Lot Owners.

1.7 **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.8 **"Declaration"** means this Declaration as amended from time to time.

1.9 **"Family"** or **"Single Family"** shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

1.10 **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.11 **"Guest"** means any person who is not the Owner or a lessee of a Home or a member of the Owner's or lessee's family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.12 **"Home"** means a residential dwelling unit intended for residential use which is constructed on the properties.

1.13 **"Lease"** means the grant by a residential owner of a temporary right of use of the Owner's

Home with or without valuable consideration.

1.14 "Lot" means one or more of the platted parcels described herein into which the Properties have been subdivided on which a single dwelling unit has been or is intended to be constructed, the legal description of which is set forth in the deed of conveyance. Where herein 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.

1.15 "Maintenance", "Repair" and "Replacement." Maintenance means the upkeep or preservation of the condition of the property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

1.16 "Master Association" means and refers to Olde Cypress Master Property Owners Association, Inc., a Florida corporation not for profit, as defined in the Master Declaration.

1.17 "Master Declaration" means and refers to the Declaration of Covenants, Conditions, Restrictions and Easements for Olde Cypress and all exhibits thereto, recorded in O.R. Book 2539, pages 2902 through 3016, inclusive, of the Public Records of Collier County, Florida as subsequently amended from time to time.

1.18 "Members" means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.19 "Occupy" when used in connection with a Home, means the act of staying overnight in a Home. **"Occupant"** is a person who occupies a Home.

1.20 "Owner" or "Lot Owner" means the record owner of legal title to a Lot.

1.21 "Primary Occupant" means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "Owner".

1.22 "Property" or "Community" means all the real property which is subject to this Declaration.

1.23 "Santorini Villas" means the residential community planned as a distinctive neighborhood within Olde Cypress, which is developed upon the Land and all improvements now or hereafter located thereon and includes the Land and all improvements on any Land submitted to the provisions of this Declaration, and any lands added hereafter pursuant to the right to add additional lands.

1.24 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.25 "Voting Interests" means the voting rights distributed to the Association members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 Membership. Every Lot Owner shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association.

2.3 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "A".

2.4 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "B".

2.5 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6 Acts of the Association. Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Lot Owners. The Officers and Directors of the Association have a fiduciary relationship to the Lot Owners. A Lot Owner does not have the authority to act for or bind the Association by reason of being a Lot Owner.

2.7 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may

contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

2.8 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

2.9 Purchase of Lots. The Association has the power to purchase Lots in the community in connection with the foreclosure of an Association lien for assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members. In the event the Association acquires title in its or name of in the name of any conduit entity, the Association shall not be jointly and severally liable with any previous Owner for any amounts which came due prior to the Association's acquisition of title.

2.10 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above and 4.6 below, the power to acquire, encumber or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the property, shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

2.11 Disposition of Personal Property. Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Lot Owners.

2.12 Roster. The Association shall maintain a current roster of names and mailing addresses of Lot Owners, based upon information supplied by the Lot Owners. Lot Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

2.13 Alterations, Improvements, Additions. The Association, by action of its Board, may make minor and insubstantial alterations, additions and improvements to the Association Property having a cost not in excess of the greater of \$15,000.00 or five percent (5%) of the current operating budget of the Association in any fiscal year. All other alterations, additions and improvements to the Common Areas costing in excess of the above threshold must first be approved by at least two-thirds (2/3) of the Members present and voting at a meeting of the Members at which a quorum is present. No alteration, addition or improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of his Lot or the Association

Property unless the Owner of any Lot to the enjoyment of his Lot or the Association Property unless the Owner and all mortgages holding recorded mortgages on such Lot consent thereto in writing.

3. ASSESSMENTS. The provisions of this section shall govern assessments payable by all owners of Lots, for the common expenses of the Association not directly attributable to one of the Lots.

3.1 Covenant to Pay Assessments. Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (A) The Lot Owner's share of annual assessments based on the annual budget adopted by the the Board of Directors of the Association;
- (B) The Lot Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;
- (C) Any charges properly levied against individual Lot Owner(s) ("Individual Assessments") without participation from other owners.
- (D) Any Resale Capital Contribution Assessment as provided herein.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon and charges or any monetary obligation coming due while he is the Owner. Multiple owners are jointly and severally liable except that the Association shall not be deemed a "Lot Owner" for purposes of joint and several liability in the event the Association acquires title to a Lot by virtue of the foreclosure of its lien as described herein or by acceptance of a deed in lieu of foreclosure. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. No Lot Owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Lot Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents of Santorini Villas; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned of the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing

documents. Common expenses also include the funds necessary to provide reserve accounts for:

(A) renovation or major repairs to the Common Areas; and

(B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 Share of Assessments, Regular, Special and Individual. The owners of each Lot shall be liable for an equal share of the regular annual and special assessments levied by the Association for common expenses of the Association. All monetary fines assessed against a Lot Owner pursuant to the governing documents, or any expense or charge of the Association attributable to or on behalf of an individual Lot Owner pursuant to the governing documents, shall be an Individual Assessment and shall become a lien against such Lot Owner which may be foreclosed or otherwise collected as provided herein.

3.4 Master Association Assessments. The Owner of a Lot by acceptance of a deed is deemed to agree to pay such Lot's prorate share of Master Association assessments and other charges as set forth in the Master Declaration.

3.4 Lien. The Association has a lien on each Lot for unpaid past due Association assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.5 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a Lot for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the Lot Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.6 Priority of Liens. The Association's lien for unpaid charges, assessments and all other

amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.7 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid.

In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided herein.

3.8 Acceleration. If any special assessment or installment of a regular assessment as to a Lot becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Lot Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Lot Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

3.9 Removal of Property. After the Association successfully performs a foreclosure on the property, if the homeowner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by regular mail addressed to the Lot Owner at the last known address or at such address on record as provided to the Association by the Lot Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, rules and regulations including the right to compel removal of the property and right to impose any and all fines.

3.10 Certificate as to Assessment, Mortgagee Questionnaires. Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge up to \$150.00 to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

3.11 Working Capital Contribution. A working capital contribution in an amount to be determined by the Board in its sole discretion and shall be collected by the Association at the time of the transfer of title of any Lot to the purchaser thereof. The initial amount of the Working Capital Contribution shall be \$500.00. This contribution may be used by the Board for any purpose it deems necessary or appropriate, including the funding of the day-to-day operational expenses of the Association or the acquisition of additional equipment and/or services. Amounts paid into this fund are not Assessments and shall not be considered as an advance payment of Assessments or a reserve.

3.12 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be jointly and severally liable for all past due assessments, interest, late fees, attorneys' fees costs and other charges which were chargeable to the former Lot Owner and which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Lot Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall likewise be obligated to pay all past due assessments due, interest, late fees, attorneys' fees, costs and other related charges due and owing at the time of sale regardless of whether or not the Association has recorded a lien. No Lot Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership. Notwithstanding the above, the Association shall not be jointly and severally liable with any previous or future Owner in the event it acquires title to a Lot by foreclosure of by a deed in lieu of foreclosure.

4. EASEMENTS.

4.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their guests, lessees and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of Lots, their guests, lessees and invitees, subject to the provisions of this Declaration.

4.2 Utility Easements. A perpetual easement shall exist in favor of the Association and the Master Association upon, over, under and across Santorini Villas for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Lot Owners and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots and Common Areas.

4.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

4.4 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Areas and Association property as further provided in the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each Lot as necessary to meet the Association's maintenance responsibilities, emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Governing Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot and/or Dwelling Unit as may be permitted herein. Access for emergency repairs may be made at any time.

4.5 Encroachments. There shall be reciprocal appurtenant easements of encroachment as between each Lot or Dwelling Unit and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots or Dwelling Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot or Dwelling Unit and the adjacent portion of the Common

Property or as between said adjacent Lot or Dwelling Unit, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, Tenant or the Association.

4.6 Driveway. The Owner of each Lot shall have an exclusive easement over any portion of the Common Areas crossed by his driveway.

4.7 Easements for Cross-Drainage. Every Dwelling Unit, the Common Area, and adjoining Lots shall be burdened with easements for natural drainage of storm water runoff and/or other drainage from other portions of the Properties and of adjoining Lots; provided, no person shall alter the natural drainage on any Lot so as to materially increase the storm water onto adjacent portions of the Properties without consent of the Lot Owner of the affected property.

4.8 Easements for Support and Shelter. Each Lot has such easements of support and shelter as may be necessary for the quiet enjoyment and possession of the Lot and the improvements constructed upon the Lot. In addition to the easement of support and shelter, the Owner of an adjoining Lot has an easement for access for repair and maintenance over and through the other Lot, and an easement for fences, sidewalks, drives, pipes, ducts, utility ways and spaces, and any other improvements passing through the other Lot and serving the dominant, adjoining Lot exclusively. Physical structures and improvements within such easements and serving the dominant Lot exclusively will be the property of the dominant Lot or considered a part of the Common Areas where appropriate. Physical structures serving both Lots will be shared on a mutually nonexclusive basis for all purposes for which the improvements were intended. Access for non-emergency repairs and improvements to physical improvements serving adjoining Lots may be made by the Owner of the dominant Lot, through the Association upon appointment and at reasonable times. Access to servient easement areas for repairs and construction will be in such manner as to not unreasonably disturb the possession of the servient tenement and in such manner as to preserve the function of the improvements as necessary to perform its function and any damage will be reasonably restored.

4.6 Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the Common Area or Association Property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Area property located within Santorini Villas including the landscaping, and electrical fixtures serving the Common Areas. The Association shall also be responsible for the maintenance, repair and replacement of all potable and non-potable water lines up to and including

the shut off valves to individual Lots and the cost shall be a common expense. The Association may, but shall not be obligated to, assume the responsibility for painting the exterior of the Dwelling Unit on the Lot, the cost of which being a common expense if assumed by the Association.

5.2 Landscaping and Irrigation. In order to provide a means by which landscape maintenance and irrigation of Lots may be fulfilled without jeopardizing the security of Santorini Villas by the possibility of admission thereto of a large number of landscaping maintenance contractors and their agents and employees, the Association shall be responsible for the maintenance of landscaping (but not the repair and replacement) and in particular lawn care of each and every Lot within Santorini Villas and such maintenance shall be an Association expense. This shall also include fertilization and insect and disease treatment. Owners with pools or additional landscaping may be charged with an extra maintenance assessment as determined by the Association at the Association's sole discretion to cover the cost of maintaining the additional landscaping. The Association shall be further responsible for the maintenance of any sprinkler system located on a Lot.

5.3 Lot Owner Maintenance. The individual Lot Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility of the following:

(A) The Home, structure and all structural components, including courtyard walks, entry doors, garage doors, an roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the Home. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth.

(B) The complete interior of the Home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual Lot.

(D) Any modifications, alteration, installation or addition to the Lot or Common Areas made by the Lot Owner or his predecessors in title with Board approval including but not limited to, any decks or concrete pads. The Lot Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(E) The repair and replacement of any landscaping items on the Owner's Lot, such as trees, shrubs, sod, bushes, flowers and other landscaping improvements.

5.4 Enforcement of Maintenance. If the Lot Owner fails to maintain his Lot as required above,

the Association and/or Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner but only after ten (10) days written notice of intent to do so. No hearing shall be required or provided prior to the Association's actions authorized herein. The Association and/or Master Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association and/or Master Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses, including attorneys' fees, so incurred by the Association and/or Master Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

5.5 Negligence; Damage Caused by Condition in Lot. Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, structure, mailbox, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Construction Committee of the Master Association as defined in the Master Declaration and, if required by the Board of Directors in its sole discretion from time to time, the Association's Architectural Review Board (hereinafter "ARB"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant to these same requirements.

6.2 The ARB. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) persons, who shall be Members of the Association. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority

present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

6.3 Powers and Duties. The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB of at least one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any Home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any Home. Evidence of approval by the ARB may be made by a certificate, in recordable form, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of

the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ARB may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

6.4 Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the ARB. 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 matters for which the variances were 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 property and particular provisions hereof covered by the variance, nor shall it 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. The Board of Directors may overrule and void any variance granted by the ARB if such action is taken within twenty (20) days from the date the variance is granted.

6.5 Nonliability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

7. MASTER ASSOCIATION AND COUNTRY CLUB

7.1 Membership in Master Association. By taking title to a Lot, the Lot Owner becomes a Member of the Master Association and subject to the terms and conditions of the Master Declaration and General Protective Covenants, Conditions and Restrictions for Olde Cypress recorded in Official Records Book 2539 Pages 2902 *et seq* of the Public Records of Collier County, Florida (the "Master Declaration"), as it may be amended from time to time.

7.2 Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess the Members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments may be collected by the Association as agent for the Master Association at the discretion of the Master Association and remitted to the Master Association on a timely basis. The Master Association may, in its discretion, collect assessments directly.

7.3 Membership in Master Association and Voting Rights. In accordance with the provisions of the Governing Documents, all Owners are automatically and irrevocably Members of the Master Association. Voting rights and procedures in the Master Association shall be as outlined in the Master Declaration. The President of the Association shall appoint one (1) member of the Board of Directors to act as a Neighborhood Representative, as defined in the Master Declaration, and to cast the votes of the Members on Master Association matters. The Neighborhood Representative shall be an Officer of the Association and shall have the power and authority to act on behalf of all Members of the Association. Section 5.06 of the Master Declaration, as amended, shall govern voting rights and procedures with regard to any matter the Neighborhood Representative is required to vote on.

7.4 Notice to Olde Cypress Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to Olde Cypress Master Property Owners Association, Inc. no later than fifteen (15) days after recording in the public records. The Association shall also provide a current list of names and mailing address of all Lot Owner within fifteen (15) days after receiving a written request for same from the Master Association.

7.5 Country Club Property. Olde Cypress is developed in conjunction with a country club to be known as the Club at Olde Cypress. The Country Club Property shall not be a part of the Property as defined in the Master Declaration unless specifically so stated by a written document recorded in the Public Records of Collier County, Florida. The Country Club Property may be either a private, semi-private or public facility as provided in the Master Declaration.

7.6 Membership in Country Club. By acquisition of a Lot, each Lot Owner automatically becomes a social member of The Club at Olde Cypress, pursuant to and during the term of a certain license agreement between the Master Association and a third party owner of the Country Club Property (the "License Agreement"). A social member shall have the right to utilize the club facilities

and tennis courts, but shall not have the right to utilize the golf course except as a dues paying member of the public. Dues and costs associated with the social membership shall be as promulgated by the Club at Olde Cypress from time to time. Payment of membership dues shall be an individual assessment and shall be collected by the Master Association from each Owner and remitted by the Master Association to the Club at Olde Cypress.

7.7 No Voting or Equity Interest in Country Club Property. Each Lot Owner acknowledges and agrees by accepting title to a Lot, that no Owner shall have any equity or other interest in and to the Country Club Property, except as a social member, subject to the License Agreement or founding documents of the Club at Olde Cypress and the terms and provisions of the Master Declaration; nor shall any Lot Owner have any ownership, management, voting or other interest in and to the Country Club Property.

8. USE RESTRICTIONS. The following rules and standards apply to Santorini Villas and shall be enforced by the Association pursuant to Section 12 hereof.

8.1 Home. Each Home shall be occupied by only one family at any time. Each Home shall be used as a Home and for no other purpose. However, "no impact" or "low impact" home based business in and from a Home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create excessive customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

8.2 Minors; Operation of Motor Vehicles on Common Area. All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver's license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area unless said person is under the direct supervision of another person that has a valid, current driver's license.

8.3 Pets. No more than two (2) Pets of a normal domesticated household type (such as cats or dogs) may be kept by an Owner and no Pet may exceed fifty (50) pounds at maturity. Tenants shall not be permitted to keep pets in the Association. Pets must be carried under the Owner's arm or leashed at all times when outside the Owner's property. The ability to keep pets is a privilege, not a right, and the Board of Directors of the Association and/or Master Association are empowered to fine

an Owner and/or order and enforce the removal of any pet that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents, the determination of which shall be in the sole and absolutely discretion of the Board. The Board shall further be empowered to adopt Rules and Regulations which limit the breeds of animals which may be permitted in the Association. No reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the Home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed.

8.4 Nuisances. No Owner shall use his Home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

8.5 Signs. Signs shall be permitted only as described in the Master Declaration.

8.6 Garages. No garage shall be erected which is separate from a Dwelling Unit. Each Dwelling Unit shall have a garage which shall accommodate no less than two automobiles. Repair of vehicles shall be permitted only inside the garage. When ingress and egress to the garage is not desired, the garage doors shall remain closed. Carports shall not be permitted. No garage shall ever be permanently enclosed or converted to other uses without substitution of another enclosed garage and approval of the ARB.

8.7 Lot Structures. Other than one single family home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas at any time either temporarily or permanently without the approval of the ARB. Each single-story family home Lot structure shall have a minimum of 1,850 square feet of air conditioned floor area exclusive of breezeways, porches, patios and garages.

8.8 Garage Sales. No garage sale, estate sale, flea market, auction, or similar event shall be held on any Lot without prior written approval of the Master Association. The Master Association may, in its sole discretion, prohibit such events but if such events are permitted, under no circumstances may more than two (2) such events be held in any twelve (12) month period.

8.9 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages unless the vehicle is on the premises to provide

services to an Owner or the Association or unless otherwise approved by the Association or Master Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section 8.9, the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle. No vehicle shall be used as a domicile or living unit, either permanently or temporarily. No more than one (1) automobiles or minivans may be parked in a driveway overnight without the express written consent of the Association.

8.10 Landscaping. No landscaping shall be installed, cut down, destroyed or removed without the prior written consent of the ARB. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB. The cost to repair or replace any landscaping item, including, but not limited to, plants, trees, shrubs, bushes, flowers and sod, shall be the responsibility of the Lot Owner.

8.11 Clotheslines. No towels, garments, rugs, etc., may be hung from windows or other parts of the homes. No clotheslines or drying yards shall be allowed.

8.12 Trash and Garbage. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and kept inside the Owner's garage except when placed outside on the day of pick-up and as otherwise required by the Board in its sole discretion.

8.13 Antennas and Radio Equipment. No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot approved by the ARB. In approving the installation and location of any antenna the ARB shall comply with all applicable laws, whether state or Federal. No ham radios, CB base stations, or other similar radio transmission equipment shall be operated or permitted to be operated in Olde Cypress without prior written consent of the Master Association Board of Directors.

8.14 Fences. Limited fencing is permitted on Lots, such as landscape fencing and pool fencing, but must be approved by the Association through the ARB.

8.15 Recreational Facilities. All recreational facilities or improvements constructed or placed on a Lot, including without limitation by specification, any play or recreation structures, such as swing sets, play houses, plastic play sets or any other kind of structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") must first be approved by the Board, which said approval shall be conditioned upon the Recreational Facility being adequately landscaped so it is not visible from the street or the adjoining neighbor's yard. The Owner is responsible to keep all Recreation Facilities maintained in a good manner. If upon inspection, the Owner has not maintained the Recreational Facilities the Board may order them removed. If renters wish to erect a swing set or other Recreational Facility they must have written permission signed by the actual Owner (not Owner's agent) of the house. The written permission must be given to the Board prior to installation and must indicate who is going to pay for the landscaping required to shield the Recreational Facility from view. The Board shall place the written permission in the files of the Association. The Board may also require any request to install or erect Recreational Facilities to be approved by the ARB as provided herein and subject to any reasonable regulations and restrictions adopted by the ARB regarding Recreational Facilities.

8.16 Awning and Windows. Awnings, hurricane shutters, solar film and other window shading or decoration shall be subject to the prior approval and control of the ARB.

8.17 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

8.18 Outside Lighting and Mailboxes. Except as may be initially installed, no spotlights, floodlights, or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon without the written authorization of the ARB. Other types of low intensity lighting which do not unreasonably disturb the other Lot Owners or their occupants may be allowed. The Owner of each Lot shall maintain the front yard lamp and shall keep said lamp operating during all hours of darkness. The Lot Owner shall be responsible to replace the photoelectric cells and light bulbs in said front yard lamps. In the event the front yard lamp is not functional for a one week period, the Association shall have the right to repair the lamp and the Owner shall reimburse the Association for the costs of such repairs. The Lot Owner shall maintain his mailbox in good condition. In the event that the mailbox must be replaced, the Owner shall replace it with a substantially similar mailbox. If the Lot Owner fails to replace the mailbox, the Association or the Master Association may do so at the Owner's expense.

8.19 Master Covenants. All other restrictions on use, as outlined in the Master Declaration, as amended, are hereby incorporated by reference and made a part of this Declaration as though fully stated herein.

9. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all of the common area buildings, the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.
- (C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) Compensation. The Association may maintain Workers' Compensation insurance and shall if required by law.

9.2 Duty to Insure. Each Owner is responsible for insuring the real and personal property within his own Home or residence. Each Owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. Except as otherwise approved by the Board of Directors, if any Home or residence or other improvements located on any residential Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform to the original foundation and appearance of the original improvements.

9.4 Failure to Reconstruct. If the Owner of any residence fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods

provided for in Section 9.3 above, the Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the residence shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and residence to secure payment.

9.5 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

9.6 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners.

9.7 Description of Coverages. A detailed summary of the coverage included in the policies, and copies of the policies, shall be available for inspection by Owners or their authorized representatives upon request.

9.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.9 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the owners and their respective mortgagees in the following shares:

(A) **Common Areas.** Proceeds on account of damage to common areas shall be held in as many undivided shares as there are homes or residences, the shares of each Owner being the same as his share in the common areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Home or residence, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against lots or parcels, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners in any manner provided by law.

9.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Common Areas.

9.12 Damage to Common Areas. Where insured loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Owners for the deficiency. Such special assessments need not be approved by the Owners. The special assessments shall be added to the funds available for repair and restoration of the property.

10. LEASING OF HOMES. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by their Lot Owners shall be restricted as provided in this section. All leases of Homes must be in writing and the Lot Owner shall provide the Association with a copy of the lease prior to occupancy. A homeowner may lease only his entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Lot that was not approved under the existing lease of the Lot.

10.1 Term of Lease and Frequency of Leasing. No Home may be leased more often than four (4) times in any calendar year, with the minimum lease term being thirty (30) days. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the

lease occurs. No subleasing or assignment of lease rights by the lessee is allowed.

10.2 Occupancy During Lease Term.

(A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.9, above.

(B) When a Home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse, if any, and their natural or adopted children, if any, may occupy the Home during the term of the lease.

(C) Guests may occupy leased homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.3 Occupancy in Absence of Lessee. If a lessee absents himself from the Home for any period of time during the lease term, his family authorized to occupy the Home by Section 10.4 above who are already in residence may continue to occupy the Home and may have house guests subject to all the restrictions in Sections 10.3 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

10.4 Use of Common Area and Association Property. To prevent overtaxing the facilities, an Owner whose Home is leased may not use the recreation or parking facilities during the lease term.

10.5 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

10.6 Collateral Assignment of Rents. In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with Article 3 of this Declaration until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due)

from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority granted in this Section is in addition to any authority granted by law.

11. AMENDMENTS; TERMINATION.

11.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the original Declaration of Covenants, Conditions and Restrictions for Santorini Villas. Thereafter, the 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 automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all owners of Lots and two-thirds (2/3rds) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

11.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by the affirmative vote of at least a majority of the entire voting interests in the Association, voting in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

12. ENFORCEMENT; GENERAL PROVISIONS.

12.1 Enforcement. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Lot Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

12.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any Home under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

12.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any Owner, or the Association against:

- (A) the Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

12.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Lot Owner, officer, Director or the Association to comply with the requirements of the law, or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

12.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from

exercising any other rights, remedies, or privileges that may be available.

12.6 Party Wall. Habitable structures constructed within the Santorini Villas are intended to be duplex units sharing a common party wall constructed of concrete on or in proximity to the boundary line. Each lot Owner within Santorini Villas shall maintain the portion of the party wall facing his Lot, including any drywall, studs, insulation, electrical, plumbing and other installations affixed thereto. To the extent of any structural damage to a party wall is caused by a Lot Owner, the Lot Owner shall notify the Association and promptly repair the damage to a condition equal to or superior to that existing before said damage. No Lot Owner shall take any action which would modify the party wall from its original construction. The Association, in addition to the Lot Owners of the Lots sharing the party wall shall have standing and the right to enforce maintenance and repairs to the party wall.

12.7 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's Home. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

12.8 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Amended and Restated Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no affect on the remaining provisions herein.

12.9 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

12.10 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status

under applicable state or federal law.

12.11 Use of Singular and Plural and Gender. Whenever the context so permits, 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.

12.12 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

13. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

13.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

13.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

13.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

13.5 AS USED HEREIN “ASSOCIATION” SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION’S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.



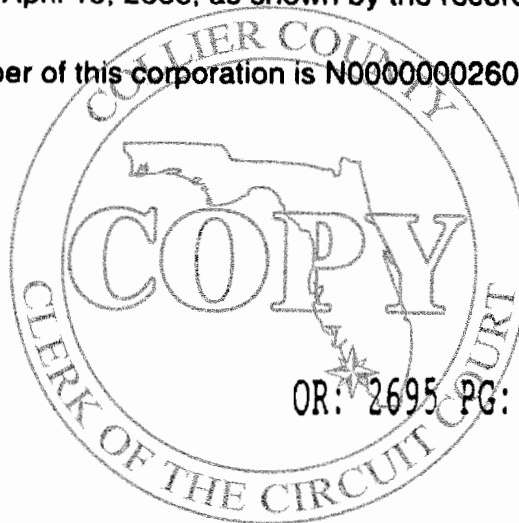
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SANTORINI VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on April 19, 2000, as shown by the records of this office.

The document number of this corporation is N00000002605.



OR: 2695 PG: 2100

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of April, 2000



CLERK OF THE CIRCUIT COURT

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
SANTORINI VILLAS HOMEOWNERS'
ASSOCIATION, INC.
(a Florida Not-For-Profit Corporation)

FILED
00 APR 19 AM 9 19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 617.013, Florida Statutes, these Articles of Incorporation are created by John f. Soave, as the incorporator, for the purposes set forth below.

ARTICLE I

Name

The name of corporation is Santorini Villas Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

Principal Office

The initial principal office of the corporation is located at 2043 Trade Center Way, Naples, Florida 34108.

ARTICLE III

Purpose and Powers

This Association will not permit pecuniary gain or profit nor distribution of its income to its Members, Officers or Directors. It is a non-profit corporation formed for the purpose of establishing a corporate, residential neighborhood Homeowners' Association which will, subject to a Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Collier County, Florida, have the specific purposes and powers below:

(A) **Purposes:**

- (1) To provide for the operation and maintenance of the Common Areas, private property and structures placed under the jurisdiction of the Association.
- (2) To promote the health, safety and welfare of the residents of the residential community located on the property subject to the jurisdiction of the Association.

(3) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this Association through recorded amendment or amendments to the aforesaid Declaration.

(B) Powers: The Association shall have all of the common law and statutory powers of Florida corporation not for profit consistent with these Articles and with the said Declaration of Covenants, Conditions and Restrictions, and shall have all of the powers and the authority reasonably or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to :

(1) Fix, levy, collect and enforce payment by any lawful means of all charges, assessments or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the corporation;

(2) Enforce any and all covenants, condition, restrictions and agreements applicable to the residential neighborhood known as Santorini Villas which is located in the Olde Cypress development in Collier County, Florida;

(3) Pay taxes, if any, on the Common Areas;

(4) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(5) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least two-thirds (2/3) of the voting interests consent to such dedication, sale or transfer;

(7) Purchase policies of insurance upon the Properties and use the proceeds from policies to effectuate its purposes;

(8) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation or annexation shall have the consent of at least (2/3) of the voting interests of the Association;

(9) Assist and cooperate with Olde Cypress Property Owners Association, Inc. in the administration and enforcement of the Declaration of Covenants, Conditions and

Restrictions for Olde Cypress as the same is more particularly set forth in Official Records Book 2539, pages 2902 et seq., Public Records of Collier County, Florida, as amended and supplemented from time to time; and,

(10) Exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of Florida Statutes may now have or hereafter have subject always to the Declaration as amended from time to time.

ARTICLE IV

Membership and Voting Rights

Membership and Voting Rights shall be as set forth in the Declaration of Covenants, Conditions and Restrictions for Terra Mar at Olde Cypress Homeowners' Association, Inc. to which a copy of these Articles shall be attached as an Exhibit "B".

ARTICLE V

Term

The term of the Association shall be perpetual.

ARTICLE VI

Bylaws

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

ARTICLE VII

Amendments

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

(A) **Proposal**: Amendments to these Articles may be proposed by a majority of the Board or upon petition of one-fourth (1/4) of the voting interests, and shall be submitted to a vote of the Members not later than the next annual meeting.

(B) **Vote Required**: Except as otherwise required by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests present and voting at any annual or special meeting or by approval in writing of a majority of the voting interest without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed amendment.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of the State.

ARTICLE VIII

Directors and Officers

(A) The affairs of the association will be administered by a Board of Directors consisting of three (3) Directors.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws, or if not provided in the Bylaws, then as provided by Florida Statute.

(C) The business of the Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the association and shall serve at the pleasure of the Board.

ARTICLE IX

Initial Directors

The initial Directors of the Association shall be:

John F. Soave
Ryan Soave
Stanley J. Lieberfarb

ARTICLE X

Initial Registered Agent

The initial registered office of the Association shall be at 2043 Trade Center Way, Naples, Florida 34108.

The initial registered agent at said address shall be John F. Soave.

ARTICLE XI

Indemnification

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Officer of the Association against all expenses and liabilities, including any

attorneys fees actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal proceeding) to which he/she may be a party because of his/her being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

(C) A transaction from which the Director or Officer derived an improper personal benefit.

(D) Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

IN WITNESS WHEREOF, John F. Soave does hereby execute these Articles of Incorporation this 13th day of April, 2000.

JOHN F. SOAVE

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 13th of April, 2000 by, **JOHN F. SOAVE** who is personally known to me (or has produced _____ as identification) and (did) (did not) take an oath.

Notary Public

Printed Name

My Commission Expires: _____

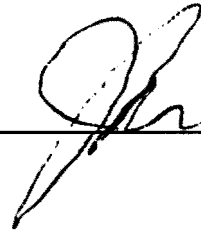
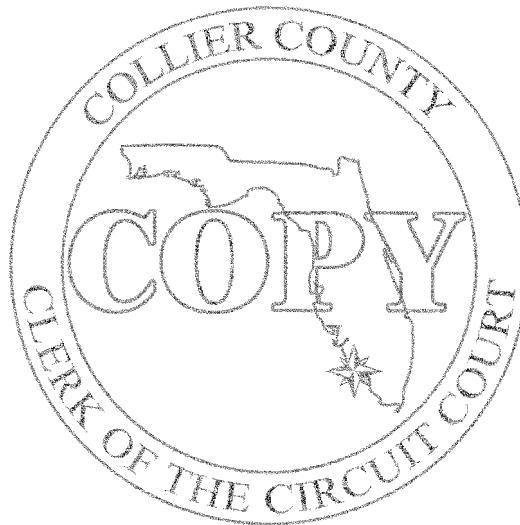
My Commission No. is: _____



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Santorini Villas Homeowners Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

JOHN F. SOAVE

FILED
00 APR 19 AM 9:19
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

I:\Clients Transactions\Smith, Andrew 1494\Old Cypress Neighborhood Association\Articles Of Incorporation

AMENDED AND RESTATED BYLAWS
OF
SANTORINI VILLAS HOMEOWNERS' ASSOCIATION, INC.



NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
SANTORINI VILLAS HOMEOWNERS' ASSOCIATION, INC.**

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

1.1 Principal Office. The principal office of the Association shall be at 5675 Strand Court, Suite 105, Naples, Florida 34110, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERS. The members of the Association are the record owners of legal title to the Lots. In the case of a residential Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of residential Lots in Santorini Villas. The vote of a residential Lot is not divisible. The right to vote may be suspended for non-payment of any quarterly assessment installment or special assessment which remains delinquent in excess of 90 days. If a residential Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot. If a residential Lot is owned jointly by two (2) or more natural persons, that residential Lot's vote may be cast by any one (1) of the record

owners. If two (2) or more owners of a residential Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot is other than a natural person, the vote of that residential Lot shall be cast by the residential Lot's primary occupant. All votes must be cast by an Owner or primary occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a residential Lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year at a date, time and place as convenient to the members designated by the Board of Directors in the notice of such meeting, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and any also be called by members having at least one-third (1/3) of the entire voting interest. The business at any special meeting shall be limited to the items specified in the notice of meeting and shall be conducted in the same manner as Annual Members' Meetings.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission to those members consenting to receive electronic notice. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting but not more than forty-five (45) days prior to the date of the Meeting. If ownership of a residential Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership present in person or represented by proxy as established in Section 3.6 herein.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting and may be used to establish a quorum. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential Lot, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Participation at Meeting By Remote Communication. Unless prohibited by the Chapter 720, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting;

(B) Be deemed to be present in person and vote at the meeting if:

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced

at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and may be provided to the members via electronic transmission to those members consenting to receive notice electronically. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience by continuing a system of staggered terms of office, Directors shall be elected election as follows: The two (2) candidates receiving the highest number of votes shall serve two (2) year terms and the one (1) candidate elected and receiving the lowest number of votes shall serve a one (1) year term. In case of a tie, the President of the Association will determine which Director serves for the two (2) year period, absent an agreement between the candidates to the contrary. Beginning in the following year and thereafter, all Directors whose terms have expired will be elected annually for terms of two (2) years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as

provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be a residential Lot owner or primary occupant or the spouse of a residential Lot owner or primary occupant. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors.

4.3 Nominations and Elections. Nominations for election to the Board of Directors shall be made in writing at least thirty (30) days in advance of the day of election. Nominations may also be made from the floor at the annual meeting. Election to the Board Directors shall be by written ballot, including absentee ballots. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted. The Board shall appoint an Election Committee consisting of three (3) individuals eligible to elect Directors at the Annual Meeting. The Committee shall consist of one (1) Member, one (1) Officer, and one (1) representative of the Association's Property Management provider. If the property management representative is ineligible for any reason, the third position shall be filled by another member of the Association. In no event shall the Committee include any member who is also a candidate for the Board. The Committee shall supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board of Directors. This Committee shall be able to determine questions within its jurisdiction by plurality vote of its members but matters resulting in deadlocked votes of the Committee shall be referred to the entire Board of Directors for resolution. The Committee shall be entitled to rely on the Association's legal counsel in determining any election question under its jurisdiction.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the original term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over

to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

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

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for Board meetings to discuss personnel matters and for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance. Notice via electronic transmission shall be effective as to those members consenting to receive electronic notice.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

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

4.13 The Presiding Officer. The President of the Association, or in his/her absence, the Secretary, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

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

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

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

(A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Santorini Villas is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officer of the Association shall be a President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. The board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall, in the absence or disability of the President, perform the duties of the President and shall be vested within the powers and authority of the President necessary to act on behalf of the Association, and exercise the powers of the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties, except the exercise of Presidential authority referenced herein, may be performed by an Assistant Secretary, if one has been designated.

5.4 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

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

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

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

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

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

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The regular annual assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual assessment shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment.

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

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements, the Lots and the operation of

the Association. Copies of such rules and regulations shall be furnished to each residential Lot owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be \$1,000.00. Fines shall be secured by a lien on the Owner's Lot as permitted by law. Suspensions of the use of common areas, facilities and common non-essential services may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) a statement of the date, time and place of the hearing;
- (2) a specific designation of the provisions of the Chapters 617 or 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential Lot owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall thereafter levy same.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

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

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

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of the entire Voting Interest at a duly called meeting of the members of the Association.

9.3 Effective Date. An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS

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

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

AMENDMENT TO BERM AGREEMENT

THIS AMENDMENT TO BERM AGREEMENT (hereinafter "AMENDMENT") is made and entered into this 8th day of November, 2011, by and between OLDE CYPRESS DEVELOPMENT, LTD., a Florida limited partnership (hereinafter "STOCK"); OLDE CYPRESS MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation (hereinafter "OCMPOA"); G.L. HOMES OF NAPLES ASSOCIATES II, LTD., a Florida limited partnership (hereinafter "GLH"); STRADA BELLA AT OLDE CYPRESS NEIGHBORHOOD ASSOCIATION, INC., a Florida non-profit corporation (hereinafter "STRADA BELLA"); SANTORINI VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation (hereinafter "SANTORINI"), and; JOSEPH G. FUNARI, individually, and ERMA J. FUNARI, individually (collectively hereinafter "FUNARI").

WITNESSETH THAT:

WHEREAS, STOCK, OCMPOA, GLH, STADA BELLA, and SANTORINI, previously executed that certain BERM AGREEMENT dated December 22, 2004, as recorded in Official Records Book 3703, at Page 2763 of the Public Records of Collier County, Florida (hereinafter "BERM AGREEMENT");

WHEREAS, the parties wish to clarify and amend certain terms and conditions of their respective maintenance responsibilities as specified in the BERM AGREEMENT;

WHEREAS, the parties wish to replace Exhibit D of the BERM AGREEMENT;

WHEREAS, FUNARI are the fee simple owners of Lot 18, Strada Bella, according to the Plat thereof as recorded in Plat Book 40, Pages 69, of the Public Records of Collier County, Florida (hereinafter "LOT 18"), who have joined in and consented this AMENDMENT by virtue of their collective ownership of LOT 18;

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter stated, and in furtherance of the understanding, consent and agreement of the parties, it is hereby agreed as follows:

1. Recitals. The parties hereby acknowledge and agree that the recitals set forth above are both true and correct, and are incorporated herein by this reference.
2. The parties acknowledge and agree that except as otherwise set forth in this AMENDMENT, all terms and provisions of the BERM AGREEMENT shall remain unchanged and in full force and effect.
3. OCMPOA agrees to pay STADA BELLA and SANTORINI each a one-time payment in the amount of seventeen thousand five hundred and 00/00 dollars (\$17,500.00).

4. The parties acknowledge and agree that Exhibit D of the BERM AGREEMENT is hereby stricken in its entirety and shall be replaced by Exhibit D of this AMENDMENT consisting of seven (7) pages.

5. The parties hereby agree that Paragraph 5(a) "Maintenance Responsibility" of the BERM AGREEMENT is hereby stricken in its entirety, and shall be replaced by the following provision:

(a) Maintenance Responsibility. After construction of the Berm, STRADA BELLA shall be responsible for any maintenance, repair, replacement, and reconstruction of the Berm located on those portions of real property designated as item numbers 1, 2, and 3 on Exhibit "A" of the BERM AGREEMENT; SANTORINI shall be responsible for any maintenance, repair, replacement, and reconstruction of the Berm located on those portions of real property designated as item numbers 4, 5, and 6 on Exhibit "A" of the BERM AGREEMENT, and; GLH shall be responsible for any maintenance, repair, replacement, and reconstruction of the Berm located upon the GLH Property. STRADA BELLA, SANTORINI, and GLH shall keep their designated sections of the Berm in good and clean condition and repair. All maintenance, repair, replacement, and reconstruction shall be performed in compliance with applicable federal, state, county, and municipal laws, statutes, codes, ordinance, rules, regulations, and the like.

6. The parties further agree that Paragraph 5(b) "Remedy for Non-Performance of Maintenance" of the BERM AGREEMENT is hereby stricken in its entirety, and shall be replaced by the following provision:

(b) Remedy for Non-Performance of Maintenance. If STRADA BELLA, SANTORINI, or GLH shall default in the performance of maintenance obligations hereunder, then said non-defaulting party shall have the right, but not the obligation, to file a complaint with the Collier County Code Enforcement Department or such other agency or department possessing the authority to enforce the codes and ordinances of Collier County.

7. The parties acknowledge and agree that in accordance with Paragraph "14" of the BERM AGREEMENT, this AMENDMENT TO BERM AGREEMENT shall run with all lands that are the subject of the BERM AGREEMENT.

(The balance of this Page has been left blank intentionally.)

IN WITNESS WHEREOF, STOCK, OCMPOA, GLH, STADA BELLA, SANTORINI, and FUNARI have executed this AMENDMENT TO BERM AGREEMENT as of the date first written above.

STOCK:

OLDE CYPRESS DEVELOPMENT, LTD.,
a Florida limited partnership

By: Stock Development, LLC
a Florida Limited Liability Company,
its General Partner

Witnesses:

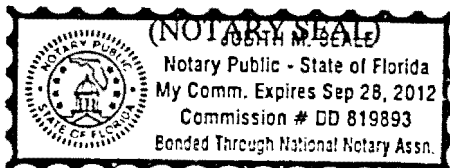
[Signature]
Print Name Ruth Elder

[Signature]
Print Name Judith M Seale

By: [Signature]Name: Baron StockTitle: Manager

STATE OF Fla
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 27th day of Sept, 2011, by [Signature], as Manager of Stock Development, LLC, as the General Partner of OLDE CYPRESS DEVELOPMENT, LTD., a Florida limited partnership, on behalf of said entities, who is (☒) personally known to me, or () has produced _____ as identification.



[Signature]
NOTARY PUBLIC

Name: Judith M SealeMy Commission Expires: 9/28/2012

SANTORINI:

**SANTORINI VILLAS HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida non-profit corporation

Witnesses:

[Signature]
Print Name _____

By: [Signature]

Steve DeAngelis
Print Name _____

Name: Gordon S. Johnson

Title: PRESIDENT

STATE OF Florida
COUNTY OF Collier

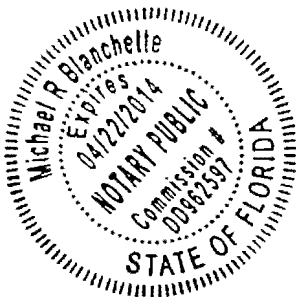
The foregoing instrument was acknowledged before me this 8 day of Nov, 2011, by Gordon S. Johnson, as President of SANTORINI VILLAS HOMEOWNERS' ASSOCIATION, INC.,, a Florida non-profit corporation, on behalf of said entities, who is (☒) personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC

Name: Michael Blanchette

My Commission Expires: 4/22/14



OCMPOA:

OLDE CYPRESS MASTER PROPERTY OWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

Witnesses:

Print Name

Steve DeAngelis

By:

Dominic Thomas

Name:

Dominic A. Thomas

Print Name

Thomas A. Thomas

Title:

PRESIDENT

STATE OF

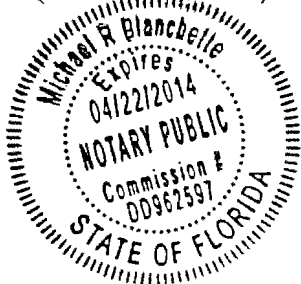
Florida

COUNTY OF

Collier

The foregoing instrument was acknowledged before me this 23 day of Sept., 2011, by Dominic Thomas, as of OLDE CYPRESS MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said entities, who is ☒ personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)



NOTARY PUBLIC

Name:

Michael Blanchette

My Commission Expires:

4/22/14

GLH:

**G.L. HOMES OF NAPLES ASSOCIATES
II, LTD.,**
a Florida limited partnership

By: G.L. Homes of Naples II Corporation,
a Florida Corporation,
its General Partner

Witnesses:

Marys DiGirolamo
Print Name MARYS DIGIROLAMO

By: Kevin Ratterree

Name: KEVIN RATTERREE

Print Name Richard Arkin

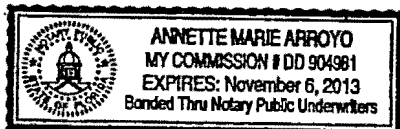
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of September 20 11, by KEVIN RATTERREE, as VICE PRESIDENT of G.L. Homes of Naples II Corporation, as the General Partner of G.L. HOMES OF NAPLES ASSOCIATES II, LTD., a Florida limited partnership, on behalf of said entities, who is (☒ personally known to me, or () has produced as identification.

(NOTARY SEAL)



Annette Arroyo
(NOTARY PUBLIC)

Name: _____

My Commission Expires: _____

STRADA BELLA:

**STRADA BELLA AT OLDE CYPRESS
NEIGHBORHOOD ASSOCIATION, INC.,
a Florida non-profit corporation**

Witnesses:

Print Name Stewie DeAngelis

By: [Signature]

Name: THOMAS M. TATTO

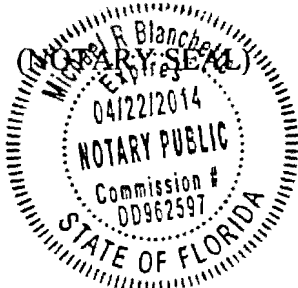
Print Name DAMIAN A. THOMAS

Title: PRESIDENT

STATE OF FL

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23 day of Sept., 2011, by Thomas Tatto, as _____ of STRADA BELLA AT OLDE CYPRESS NEIGHBORHOOD ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said entities, who is ☒ personally known to me, or () has produced _____ as identification.



[Signature]
NOTARY PUBLIC

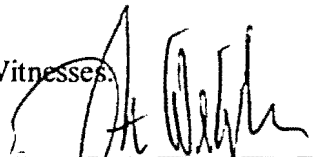
Name: Michael Blanchette

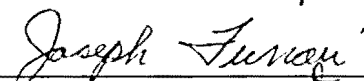
My Commission Expires: 7/22/14

ERMA J. FUNARI:

ERMA J. FUNARI,
individually

Witnesses:


Print Name Steven DeAngelis


Print Name Joseph Funari

By:



Name:

Erma Funari

Title: _____

STATE OF FL.

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23 day of Sept., 2011, by ERMA J. FUNARI, who is (☒) personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)



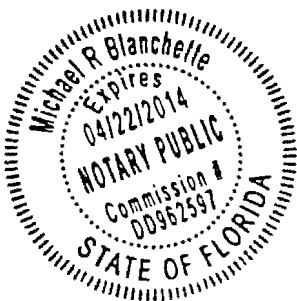
NOTARY PUBLIC

Name:

Michael Blanchette

My Commission Expires:

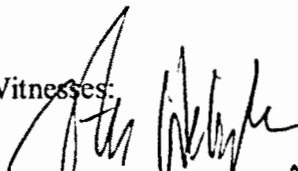
4/22/14

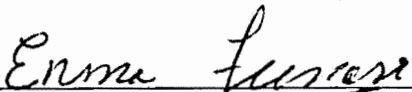


JOSEPH G. FUNARI:

JOSEPH G. FUNARI,
individually

Witnesses:


Print Name Steve DeAngelo


Print Name Erma Funari

By: Joseph Funari

Name: Joseph Funari

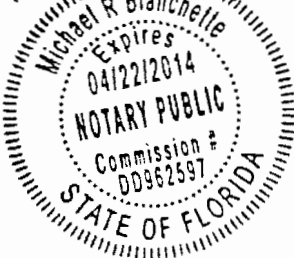
Title: _____

STATE OF Fl.

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 23 day of Sept., 2011, by JOSEPH G. FUNARI, who is ☒ personally known to me, or () has produced _____ as identification.

(NOTARY SEAL)




NOTARY PUBLIC

Name: Michael Blanchette

My Commission Expires: 4/22/14

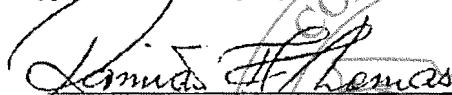
Approval of Saturnia Falls (Terafina) South Buffer Landscape Plan - REVISION DATE: 08-01-11

By signature of the parties below, it is hereby agreed that the Saturnia Falls (aka Terafina) South Buffer Landscape Plan, with a Last Revisions Date of 08-01-11, are hereby approved and may be utilized for permitting and construction in accordance with the Berm Agreement as recorded in ORB 3703 at Page 2763, public records of Collier County, Florida.

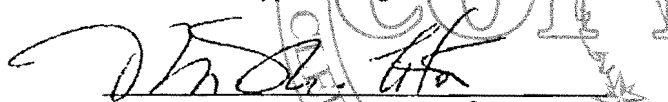
- (1) G.L. Homes of Naples Associates II, Ltd.
By: G.L. Homes of Naples II Corporation, General Partner


Kevin Ratterree, Vice President

- (2) Olde Cypress Master Property Owners Association, Inc.


Damian Thomas, President

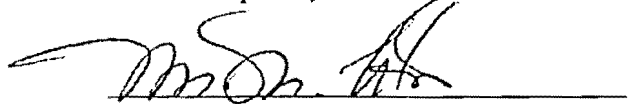
- (3) Strada Bella at Olde Cypress Neighborhood Association, Inc.


By: THOMAS M. TATRO, PRESIDENT

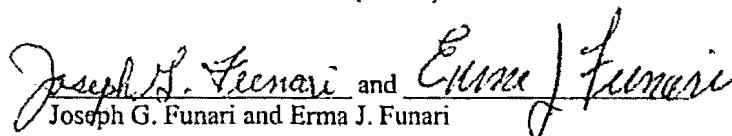
- (4) Santorini Villas Homeowner's Association, Inc.

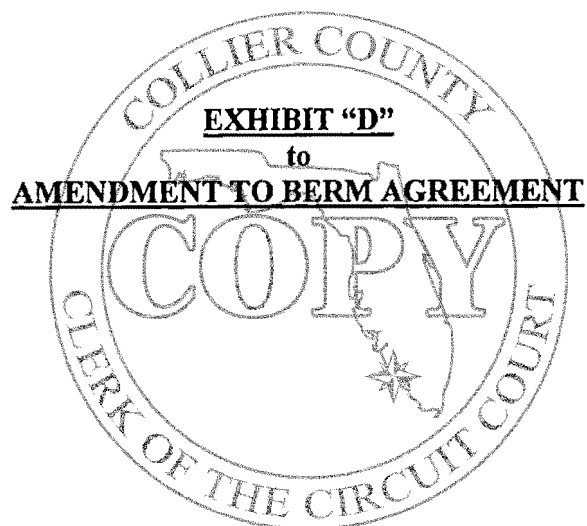

By: GORDON S. TATRO, PRES.

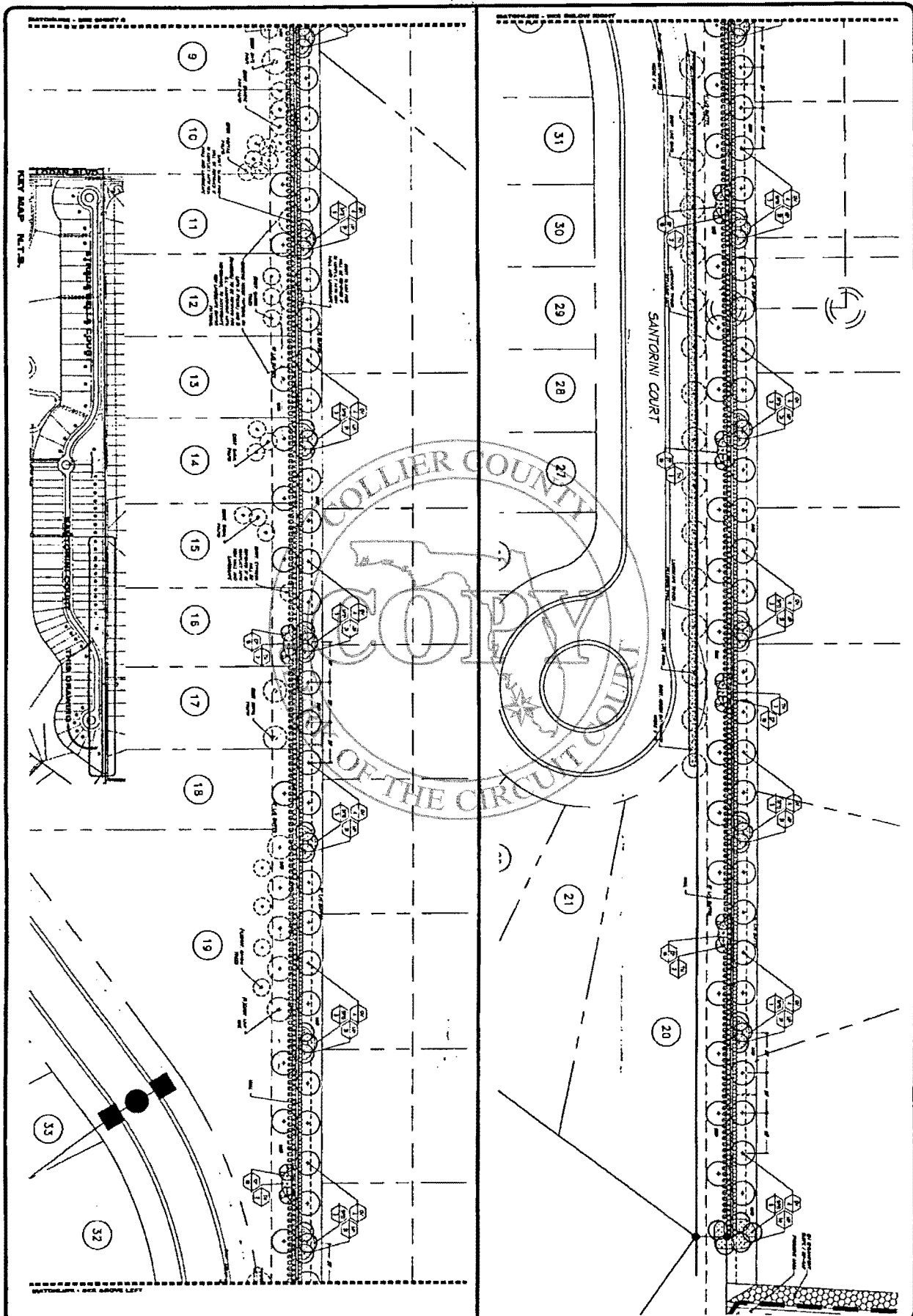
- (5) Strada Bella Development, LLC


By: THOMAS M. TATRO, PRESIDENT

- (6) As to Folio Number: 74977000444 (Funari)


Joseph G. Funari and Erma J. Funari



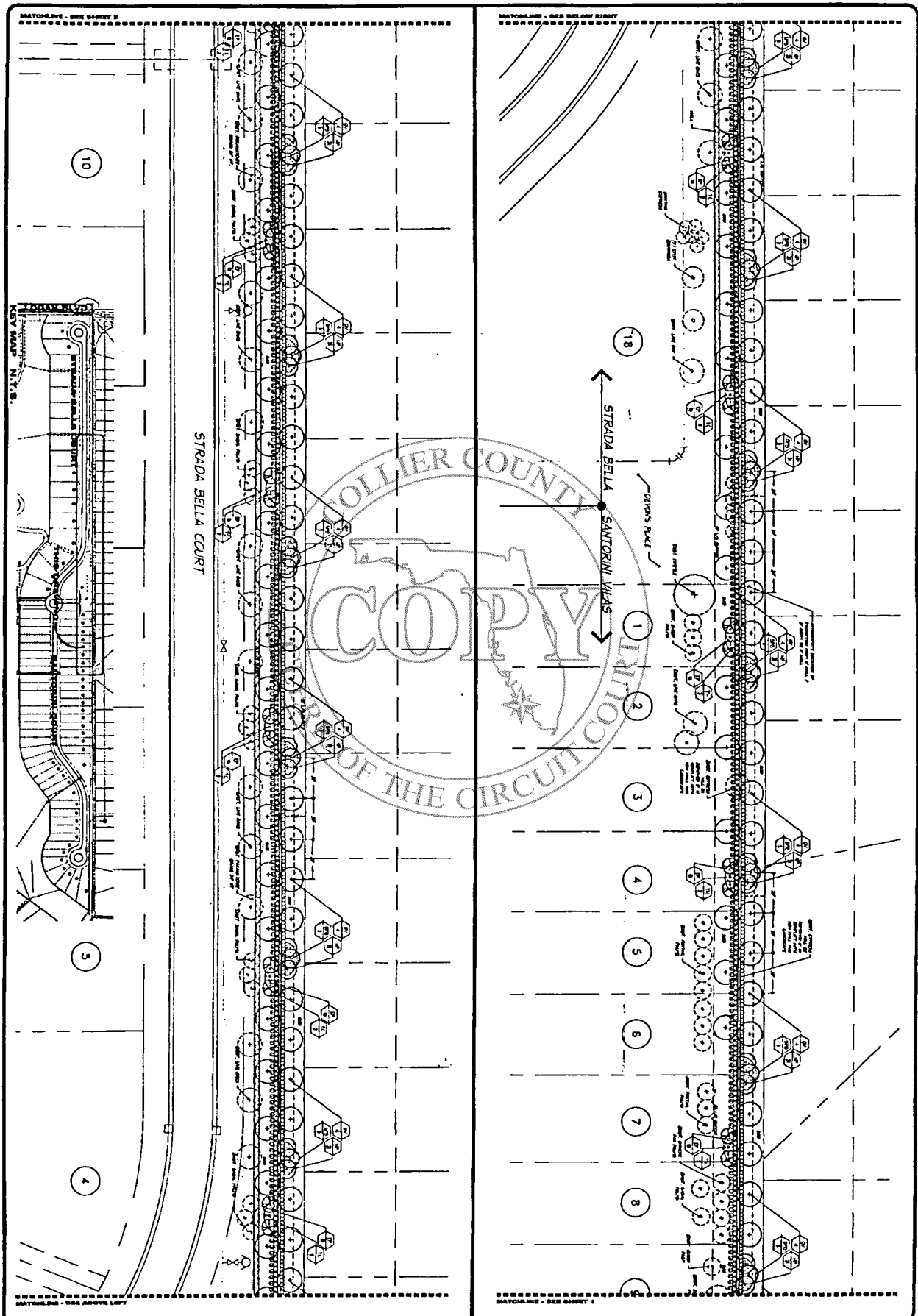


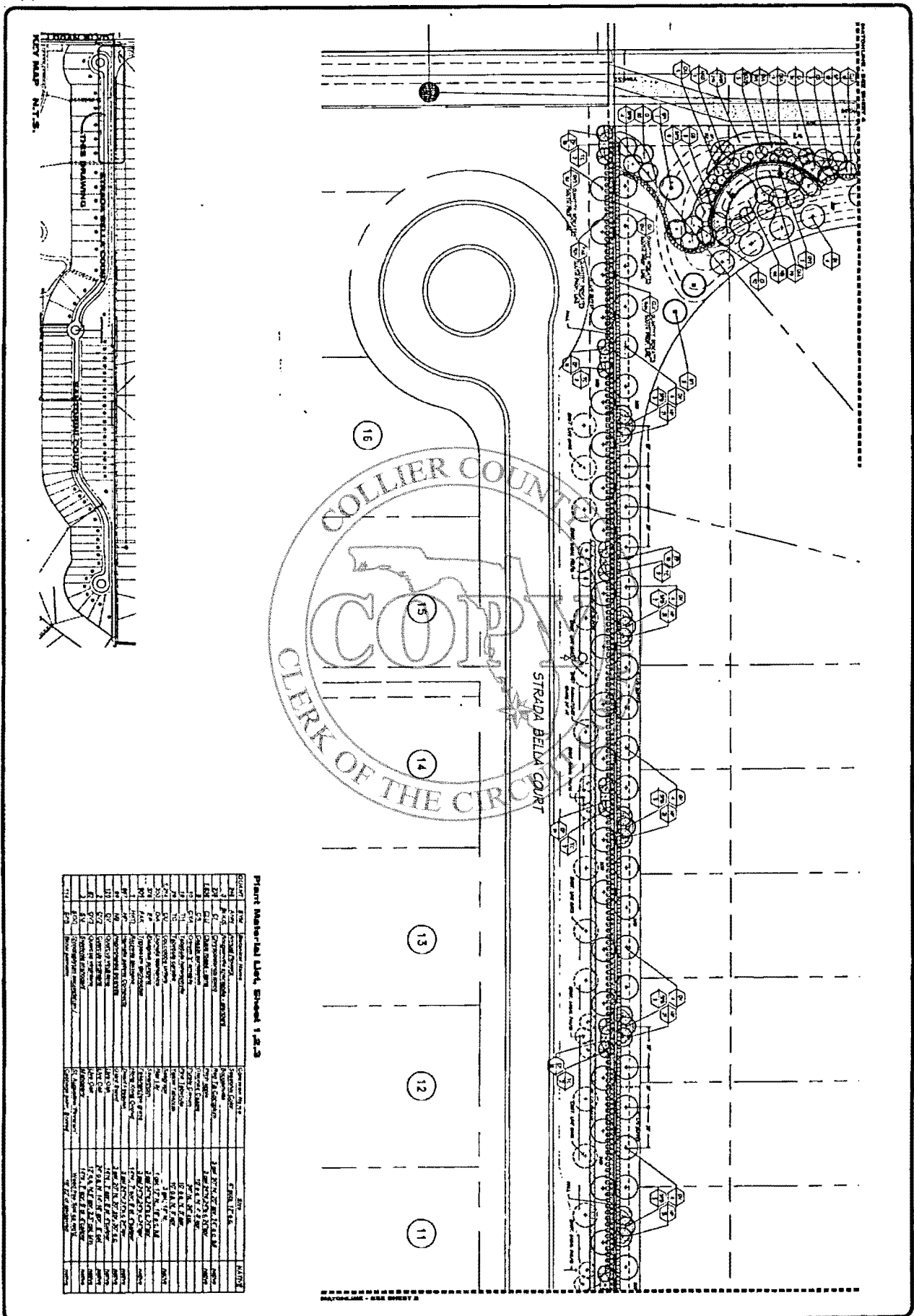
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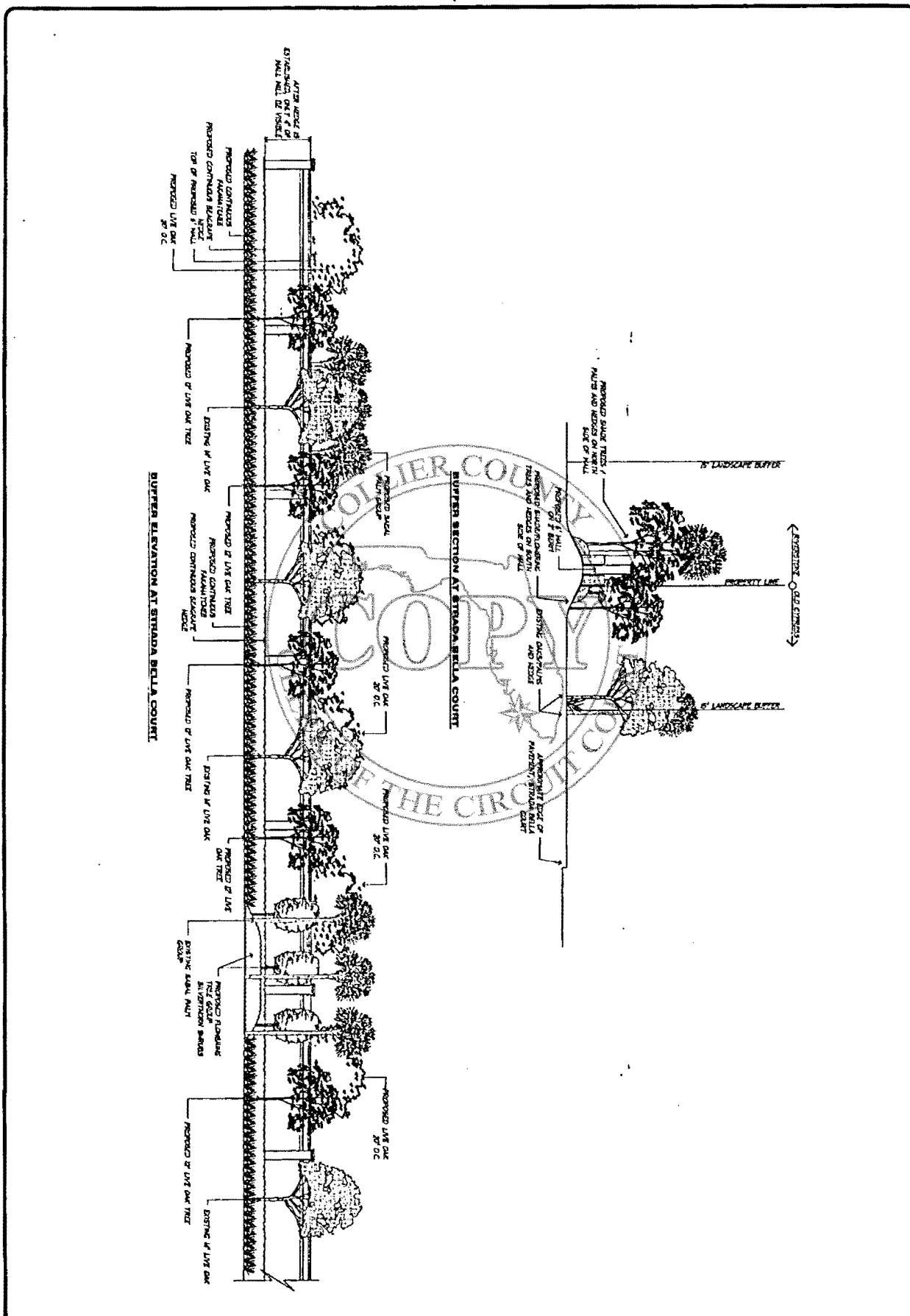
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
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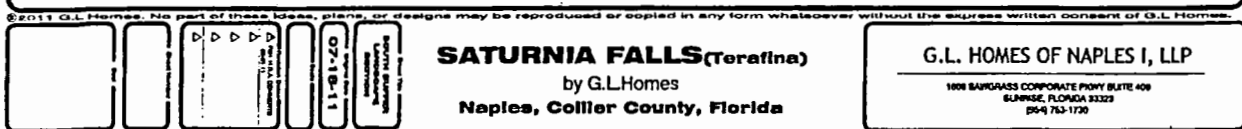
SATURNIA FALLS (Terafina)
by G.L. Homes
Naples, Collier County, Florida

G.L. HOMES OF NAPLES I, LLP
1800 SAWGRASS CORPORATE PKWY SUITE 400
SUNRISE, FLORIDA 33325
(954) 753-1730











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