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DECLARATION OF CONDOMINIUM FOR VILLAGES OF WYNDEMERE, A CONDOMINIUM

VILLAGES OF WYNDEMERE, LTD., as owner of the real property hereinafter described, and developer of the improvements thereon (hereinafter called the "Developer"), for himself, his successors, grantees, assignees, and his transferees, makes the following declaration:

1. PURPOSE

1.1. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in Exhibit "A" hereto annexed and made a part hereof and improvements on such lands, to the condominium form of ownership and use.

1.2. All the provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the land or any part thereof or interest therein, and the owners heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act or as herein provided. Both the burdens imposed and the benefits conferred by this Declaration shall run with each condominium parcel as herein defined.

1.3. The name of the condominium created by this Declaration is Villages of Wyndemere, a Condominium (hereinafter called "Villages of Wyndemere").

1.4. The condominium estates hereby created shall be fee simple estates; no time-share estates are created by this Declaration.

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2. DEFINITIONS

2.1. The terms used in this Declaration and in the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association, shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

ANDREW SALUAN ← PICK UP 649-4422 or 261-1166

2.2. Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

2.3. Association means Villages of Wyndemere Condominium Association, Inc., a Florida not-for-profit corporation, the corporate entity responsible for the operation of the condominium.

2.4. Board of Directors means the board of directors responsible for the administration of the Association.

2.5. Bylaws means the bylaws of the Association existing from time to time.

2.6. Common Elements includes within its meaning the following:

2.6.1. The condominium property which is not included within the units.

2.6.2. Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.6.3. An easement of support in every portion of a unit which contributes to the support of a building.

2.6.4. The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.7. Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.8. Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

2.9. Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.10. Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

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2.11. Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.12. Declaration or declaration of condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.13. Developer means the entity which creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his own occupancy. The Developer of this condominium is Clyde C. Quinby.

2.14. Institutional Mortgagee means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, a life insurance company, a federal or state savings and loan association, a real estate or mortgage investment trust, federal or state agency, the Federal National Mortgage Association, its successors and assigns, the Developer, and other generally recognized lenders and investors, and such other mortgagee as shall be acceptable to and approved by the Board of Directors of the Association.

2.15. Limited Common Element means a common element reserved for the use of a certain condominium unit to the exclusion of other units, as specified in the declaration of condominium, including those items, equipment and appurtenances designated in Article 9.1.2.1 hereof.

2.16. Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.17. Unit means a part of the condominium property which is subject to exclusive ownership.

2.18. Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.19. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal, cable television and communication equipment and other services required by governmental authorities.

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3. ~~DEVELOPMENT PLANS~~ DEVELOPMENT PLANS

3.1. Phase Development Plan

3.1.1. This condominium is a phase condominium, having a potential for a maximum of 11 buildings and 44 condominium units. All phases shall be collectively known as Villages of Wyndemere, a condominium, with each of the phases, if constructed, to be designated and known as follows:

Phase	Designation
First Phase I	Villages of Wyndemere, a condominium,
Second Phase II	Villages of Wyndemere, a condominium,
Third Phase III	Villages of Wyndemere, a condominium,
Fourth Phase IV	Villages of Wyndemere, a condominium,
Fifth Phase V	Villages of Wyndemere, a condominium,
Sixth Phase VI	Villages of Wyndemere, a condominium,
Seventh Phase VII	Villages of Wyndemere, a condominium,
Eighth Phase VIII	Villages of Wyndemere, a condominium,
Ninth Phase IX	Villages of Wyndemere, a condominium,
Tenth Phase X	Villages of Wyndemere, a condominium,
Eleventh Phase XI	Villages of Wyndemere, a condominium,

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3.1.2. Villages of Wyndemere, a condominium, Phase I, is being created by this instrument, and is located on property described on attached Declaration of Condominium Exhibit A.

3.2. Potential Additional Land.

The Developer in its sole discretion, may but is not obligated to, submit additional land to the condominium form of ownership as additional phases of common elements of this condominium as hereinafter provided. The additional land which may be so added to this condominium is identified and described in Declaration of Condominium Exhibit A.

3.3. Entire Parcel.

3.3.1. A description of the entire condominium property, if all 11 phases are developed and submitted to this condominium, is contained as attached Declaration of Condominium Exhibit A.

3.3.2. A survey showing the entire proposed condominium development and the plot plan of the proposed location of each of the proposed phases is attached as Exhibit B. The Developer reserves the right to make changes in the configuration of the proposed buildings or units in any future phases added provided the changes do not result in an increase in the maximum number of units provided for elsewhere in the Declaration.

3.3.3. In the event the Developer chooses not to add any of the additional phases to this condominium, the Developer shall have the right to use the land described for such possible phases in any manner permitted by law, including the development of a separate condominium.

3.4. Condominium Improvements.

The improvements comprising Villages of Wyndemere, a Condominium, Phase I, shall consist of the following:

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3.4.1. A two-story building containing 2 units on each floor for a total of 4 units.

3.4.2. A four-car garage structure, within which a single car space shall be a limited common element for each unit.

3.4.3. Each unit will contain either 3 bedrooms or 2 bedrooms and a leisure room, and two baths.

3.4.4. A typical floor plan for each of the units in Phase I is attached as Exhibit B, showing the approximate dimensions of the unit's components.

3.5. Units and Buildings in Additional Phases.

If additional phases are created as a part of "Villages of Wyndemere", the number of units anticipated to be added by each phase shall be as follows:

Phase	Minimum # of Buildings	Minimum # of Units
Phase II	1	4
Phase III	1	4
Phase IV	1	4
Phase V	1	4
Phase VI	1	4
Phase VII	1	4
Phase VIII	1	4
Phase IX	1	4
Phase X	1	4
Phase XI	1	4

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3.5.1. The maximum number of buildings that may be contained in the condominium if all phases are developed is eleven (11).

3.5.2. The Developer reserves the right to increase or decrease the number of units in each of the additional phases within

the above parameters provided the total number of units in the condominium does not exceed 44 units.

4. UNIT BOUNDARIES

Units are identified and located as shown on Exhibit B. Each unit shall include that part of the Condominium Property within the following boundaries:

4.1. Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1. Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling of the top story above the lower boundary.

4.1.2. Lower Boundary shall be the horizontal plane of the undecorated, finished floor of the bottom story.

4.2. Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3. Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated or unfinished inner surfaces of all interior bearing walls and bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits, and other utilities running through any interior wall or partition for the furnishing of utility services to other units or for common elements.

4.4. Balconies and Patios

A unit shall include a balcony or a patio. The boundaries of the balconies and the patios shall be as follows: All lower and

perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be a railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony or patio shall be borne by the unit owner to which the balcony or patio is appurtenant. Each balcony and patio is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting units, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building or condominium property, nor may a unit owner alter the patios or balconies in any manner which would change their external appearance.

4.5. Windows and Doors

A unit shall include windows and doors in the perimetrical walls of the unit. The unit owner shall be responsible for the maintenance and repair of all such doors and windows.

5. OWNERSHIP

5.1. Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration; provided, however, time share estates may not be created in the condominium.

5.2. Association Membership

The owners of record of the units, as shown on the Public Records of Collier County, Florida, shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner as is their ownership in the unit.

5.3. Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of such owner's unit. Each unit owner shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided fractional interest in the common elements; the fractional interest owned by each of the unit owners is as shown on Exhibit E.

8. COMMON EXPENSES AND COMMON SURPLUS

The common expenses to be borne by each of the unit owners of the condominium shall be a proportionate share of the total expenses and costs of the Association. Each of the unit owners of the condominium shall be responsible for a portion of the common expenses and costs, and such share shall be equal to the unit owner's undivided fractional interest in the common elements.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their undivided fractional interest in the common elements.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1. Units

9.1.1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

9.1.1.1. All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the building and all fixtures on its exterior, those portions of boundary walls not a part of the unit;

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floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1.3. All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

9.1.2.1. To keep and maintain the owner's unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which any failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, including pipes, wiring, ducts, fixtures and their connection required to provide water, access, light, power, air conditioning and heating, telephone, sewage and sanitary service to the unit which may now or hereafter be situated in the unit.

9.1.2.2. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios or balconies, and covered parking and storage facilities which are used exclusively by the unit owner.

9.1.2.3. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2.4. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.1.3. Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association

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shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all units in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work.

9.2. Common Elements

9.2.1. By the Association. The maintenance and operation of the common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2. Alteration and Improvement. After the completion of the improvements including in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than seventy-five percent (75%) of the units, if the cost of same shall be a common expense which would exceed in cumulative expenditure for the calendar year, fifteen percent (15%) of the average of the common expenses for the prior three (3) years. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent.

9.2.3. Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Collier County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4. Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land submitted to condominium ownership by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the units. This approval shall be evidenced by a

certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5. Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3. Enforcement of Maintenance.

In the event the owner of a unit fails to maintain a unit as required above, the Association, the Developer or any other unit owner shall have the right to proceed in any appropriate court to seek compliance with the foregoing provisions and to seek to recover from the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition and for damages arising from the failure of the unit owner to comply with the provisions hereof. The Association has an irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

9.4 Levy fines. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the bylaws, or reasonable rules of the association. No fine will become a lien against a unit, and no fine may exceed $50.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, it licensee or invitee. The provisions of this subsection do not apply to unoccupied units.

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10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1. Units

10.1.1. Each unit shall be occupied only as a residence and for no other purpose.

10.1.2. Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

10.1.3. Nothing shall be hung, displayed or placed on the exterior walls, doors, windows, balconies or patios of the unit or the building without the prior written consent of the Board of Directors.

10.1.4. No clothes line or similar devices shall be allowed on any patios or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors.

10.1.5. No owner shall make, allow or cause to be made, any structural addition or alteration of any unit or the common elements without the prior written consent of the Association.

10.1.6. No unit owner shall be permitted to keep a pet in any unit or on the common elements.

10.2. Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of any unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof: and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.4. Signs. No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association.

10.5. Leases. Unit owners may lease their units to natural persons, provided the Association has approved the proposed lease in advance of its effective date. The Association shall be furnished a copy of the lease, together with such information concerning the tenant as the Association may reasonably request. Leases for periods less than thirty days shall not be approved, nor shall an owner be permitted to lease a unit more than four times in any calendar year.

10.6. Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

10.7. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, the rental of units, and the display of signs.

11. PARKING SPACES

11.1 Guest Parking Spaces

Guest Parking Spaces shall be part of the common elements and shall be under the control and jurisdiction of the Association, except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration.

12. WYNDEMERE COMPLEX

This condominium is located on land which forms a part of an overall subdivision development known as Wyndemere. All unit owners in this condominium by virtue of such ownership also become members of a non-profit organization known as WYNDEMERE HOMEOWNERS ASSOCIATION, INC. WYNDEMERE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association", has control of roads and green areas within Wyndemere (the "Master Association Property") for the benefit of the Unit Owners in Villages of Wyndemere, a Condominium and all unit owners of other condominiums, lots, parcels or villas located in Wyndemere. The Master Association Property is operated and managed, through the Master Association so that there may be common control, unity and policy to promote, enhance and protect such property throughout Wyndemere.

By virtue of such membership in the Master Association, each unit owner of this Condominium, in addition to any assessments provided for in this Declaration, shall be subject to assessments by the Master Association and shall have any rights or obligations incidental to membership in that organization.

13. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium, to-wit:

13.1. Utilities

Easements as may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

13.2. Pedestrian and Vehicular Traffic

Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3. Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4. Easement in Common Elements

The common elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.5. Right of Entry to Units

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Association shall have the right to enter such

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unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

13.6. Right of Entry to Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements of the condominium property, the owner of each unit shall permit the Association to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7. Easements for Encroachments

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

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13.8. Air Space

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

13.9. Easement or Encroachments for Units

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10. Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

13.11. Easement for Air Space of Common Elements

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

13.12. Wyndemere Golf and Country Club, Inc. ("Country Club") as owner and operator of the golf course and country club ("Golf Course") lying within Wyndemere shall be responsible for the maintenance and operation of the water management system for the Condominium and for all present and future sections of Wyndemere. Nothing contained herein shall limit the right of Country Club, its successors or assigns from making any changes, or additions to the Golf Course which do not alter the water management system contained therein. There is hereby reserved unto the Developer and granted to Country Club, their successors or assigns, a perpetual easement upon, over, under and across the Condominium Property for the purpose of maintaining, operating, installing, repairing, altering 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, weirs, syphons, valves, gates, pipelines, and all machinery and apparatus appurtenant thereto all of the foregoing as may be necessary or desirable for the operation and maintenance of the water management system. Wyndemere Golf and Country Club, Inc. and Wyndemere Country Club Association, Inc., the lessee of the Golf Course pursuant to a lease with the Country Club, have joined in the execution of the Declaration for the purpose of acknowledging their acceptance and agreement to the benefits, duties and responsibilities imposed upon said entities by the provisions of this Declaration of Condominium.

13.13. The Developer hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Elements for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Units Owners.

13.14. There is hereby granted to Wyndemere Golf and Country Club, Inc., its successors and assigns, a non-exclusive golf course maintenance easement on any portion of the common elements that is adjacent to and within thirty (30) feet of the boundary line of any fairway of the Golf Course. This easement shall permit the Country Club, at its election, to enter said common elements at any reasonable hour and to maintain or landscape the golf course maintenance easement area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering and application of fertilizer and mowing of the easement. Additionally, there is hereby granted an easement over said portion of the Common Elements to permit authorized, registered golf course players and their caddies to recover, but not play, a ball without such entering being deemed a trespass. Golfers or their caddies shall not be permitted to enter on any of said portion of the Common Elements with a golf cart or other vehicle, nor spend unreasonable time on the Common Elements or in any way commit a nuisance while on same Common Elements. "Out of bounds" markers may be placed on said portion of the Common Elements at the expense of the Country Club. This easement shall not prevent the placement of condominium improvements within the maintenance easement area.

14. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a nonprofit corporation known and designated as VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its Bylaws and the Rules and Regulations promulgated by the Association from time to time.

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14.1. Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C to the Prospectus and by this reference incorporated herein as a part of this Declaration.

14.2. Bylaws

The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached hereto as Exhibit D.

14.3. Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4. Restraint Upon Assignment of Shares in Assets

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5. Approval or Disapproval of Matters

Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of any proposed action that requires the consent of a specified percentage of the mortage holders.

14.6. Membership

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Collier County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7. Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

14.8. Records

The Association shall maintain and make available to unit owners and the lenders, and to holders, insurers and guarantors of any first mortgage for inspection, upon written request, during normal business hours or under other reasonable circumstances, current copies of this Declaration, the Bylaws of the Association, rules of the Association, and the books, records and financial statement of the Association.

15. COUNTRY CLUB ASSOCIATION

Each Unit Owner shall be a member of WYNDEMERE COUNTRY CLUB ASSOCIATION, INC., a private Florida non-profit Corporation ("Country Club Association") which has entered into a lease for the exclusive use of the Golf Course and Country Club facilities, and has the power to issue membership certificates to individuals granting certain use privileges to such individuals in accordance with the terms of such certificates. Each Unit Owner's Membership in the Country Club Association shall be distinct and separate from membership in the Association and the Master Association, and shall be in accordance with each Unit Owner's agreement with the Country Club Association. Upon any transfer of ownership of a Unit, each Unit Owner shall redeem his membership in accordance with the policies estabished by the Country Club Association. Prior to the sale or transfer of any Unit to any person other than transferor's spouse or members of his immediate family, the Unit Owner shall notify the Country Club Association (in addition to the other entities required to be given notice herein) in the form of notice made available from time to time by the Country Club Association. Unless waived in writing by the Country Club Association, any such proposed purchaser of a Unit must qualify as a transferee of the grantor's membership in the Country Club Association, and be accepted and approved as a member of the Country Club Association, all in the discretion of the Country Club Association in accordance with its Articles of Incorporation, Bylaws and operating procedures. Any sale or transfer to a transferee who is not a member shall be void until such transferee becomes a member of the Country Club. This requirement has been included in this Declaration due to the nature of the Condominium Property and its relationship to the Golf Course and Country Club facilities, and in the interests of the Unit Owners and is intended to preserve the integrity of the Condominium Property as a part of a golf course community. This paragraph shall not in any manner be construed to permit, and the Country Club Association shall not have the right, to assess Unit Owners nor to create liens against Units with respect to membership in the Country Club Association.

16. INSURANCE

DECLARATION OF CONDOMINIUM
VILLAGES OF WYNDEMERE, A CONDOMINIUM

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

16.1. Authority to Purchase

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida.

16.2. Coverage

16.2.1. Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property (but expressly excluding floor, wall and ceiling coverings within the individual Units), are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and subject to such reasonable deductible amounts, as are determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

16.2.1.1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

16.2.1.2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

16.2.2. Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner, but in no event shall the amount of such insurance coverage be less than One Million Dollars ($1,000,000.00) for bodily injury and property damage on a per occurrence basis.

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16.2.3. Workmen's Compensation. As shall be required to meet the requirements of law.

16.2.4. Association insurance. Such other insurance as may be required by the Federal National Mortgage Association, Project Standards, Chapter 7, Insurance Requirements, and as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interests of the Association and the unit owners.

16.3. Premiums.

Premiums for insurance policies purchased by the Association shall be paid by the Association.

16.4. Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Collier County, Florida, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each institutional mortgagee of any lapse and not less than ten (10) days in advance of any cancellation or material modification of any insurance policy insuring the condominium property. The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

16.4.1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as the unit owner's share in the common elements.

16.4.2. Units. Proceeds on account of units shall be held in the following undivided shares:

16.4.2.1. Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

16.4.2.2. Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

16.4.2.3. Mortgagee. In the event a mortgagee endorsement has been insured as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number and address of the holder, insurer or guarantor will be entitled to timely written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

16.5. Distribution of Proceeds

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

16.5.1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

16.5.2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

16.5.3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit, and may be enforced by such mortgagee.

16.5.4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a

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certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of the distribution.

16.5.5. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY

17.1. Determination to Reconstruct or Repair

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

17.1.1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

17.1.2. Building

17.1.2.1. Lesser Damage. If the damaged improvement is a part of the condominium building in which more than fifty percent (50%) of the units are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

17.1.2.2. Major Damage. If the damaged improvement is a part of the condominium in which more than fifty percent (50%) of the units are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired, and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the units in the building agree in writing to such reconstruction or repair.

17.1.3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

17.2. Plans and Specification

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Any reconstruction or repair must be substantially in accordance with the plans and specification for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the units in the building, which approval shall not be unreasonably withheld.

17.3. Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

17.4. Estimates of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

17.5. Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds to pay the estimated costs. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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17.6. Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

17.7. Construction Funds

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

17.7.1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand Dollars ($5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

17.7.2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

17.7.2.1. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner, shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

17.7.2.2. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars ($5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

17.7.2.3. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars ($5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of any architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

17.7.2.4. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to

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a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

17.7.3. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of any architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by the owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable; provided, that when a mortgagee is herein required to be named as payee of any distribution of insurance proceeds to a unit owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

17.8. Mortgagee.

Upon written request to the Association, identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the unit covered by the mortgage.

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18. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the Bylaws and subject to the following provisions:

18.1. Share of Common Expenses

Each unit owner shall be liable personally for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being equal to the unit owner's undivided fractional share of the common elements. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all

assessments coming due while such person is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

18.2. Non-Waiver

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

18.3. Interest, Application of Payments

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

18.4. Lien for Assessments

The Association shall have a lien on each condominium parcel for any unpaid assessments with interest thereon and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, including all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Said lien shall be effective from and after the time or recording in the public records of Collier County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid, but not longer than one (1) year after the claim of lien has been recorded, unless within that an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an

institutional mortgage recorded prior to the time of recording of the claim of lien.

18.5. Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced.

18.6. Liability for Assessments

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the holder of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the holder of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, and such acquirer's successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder.

18.7. Unpaid Assessments - Certificate

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby. Upon written

request to the Association, identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the owner of any unit covered by the mortgage.

18.8. Working Capital

Each initial unit owner shall upon acquisition of the unit from the Developer contribute to the Association an amount equal to twice the current monthly assessment. Such amount shall be held by the Association as special reserve account for the purpose of defraying unforeseen expenditures and capital outlays. This contribution shall not constitute a prepayment of the regular monthly assessment or be used to fund routine budgeted expenses for normal operations. This working capital contribution shall not be used for payment of common expenses prior to the expiration of the period of the guaranteed assessment levels as provided by Paragraph 21 of the Prospectus.

19. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

19.1. Negligence

A unit owner shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

19.2. Costs and Attorneys' Fees

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in any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

19.3. No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

20. AMENDMENT OF DECLARATION

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

20.1. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

20.2. Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

20.2.1. Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

20.2.2. Not less than eighty percent (80%) of the votes of the entire membership of the Association.

20.3. Resolution of Adoption for Errors

A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

20.3.1. Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

20.3.2. Any amendment adopted pursuant to the provisions of 20.3. shall not materially adversely affect the property rights of unit owners.

20.3.3. Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this 20.3. must be approved and consented to by the Developer if the proposed amendment attempts to assess the Developer for capital improvements or would be detrimental to the sales of units.

20.4. Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, or impair an institutional mortgagee's security position or alter an institutional mortgagee's rights without the prior express written consent of the unit owners so affected and their institutional mortgagees and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses, except as herein provided, unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in 16 (entitled "Insurance"), nor in 17 (entitled "Reconstruction or Repair After Casualty"), unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

20.5. Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the

formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Collier County, Florida.

20.6. Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels. Upon written request to the Association, identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any proposed amendment.

21. DEVELOPER'S UNITS AND PRIVILEGES

21.1. Developer

The Developer, at the time of filing of this Declaration, is the owner or option-holder of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell units to any person approved by the Developer. The Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain office, signs, fixtures, or furnishings, or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer. However, the Developer shall not be exempt from the requirements that leases or lessees be approved by the Association.

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21.2. Expenses

Notwithstanding anything to the contrary contained within this Declaration, the liability of the Developer for the payment of the common expenses and assessments with respect to each unit owned by the Developer shall be limited as follows:

21.2.1. The Developer shall be excused from the payment of the share of the common expenses and assessments relating to the units the Developer is offering for sale, for a period commencing upon the recording of the Declaration of Condominium and ending on the first (1st) day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of common expenses incurred during that period which exceeds the amount assessed against the other unit owners.

21.2.2. After the expiration of the period during which the developer is excused from the payment of assessments (21.2.1., above), until the earlier of the date the Developer turns over control of the Association to the unit owners other than the Developer, or one (1) year after the first (1st) day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs (the "Guaranty Expiration Date"), the Developer guarantees that the common expenses and assessments will not exceed One Hundred Eighty and 82/100 Dollars ($180.82), per unit per month (the "Guaranty"), and the Developer shall pay any amount of common expenses incurred during the period and not produced by the assessment at the guaranteed level receivable from other unit owners. Further, the Developer shall be obligated to pay that portion of the common expenses and assessments actually incurred during the aforesaid period which exceeds the amount produced by the assessments at the guaranteed level receivable from other unit owners. Commencing on the Guaranty Expiration Date, the Developer shall contribute to the common expenses on the same basis as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of condominium units during the guaranteed period as aforedescribed, and if any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by the Developer on the same basis as all other unit owners.

21.3. Amendment

Notwithstanding anything herein to the contrary, the provisions of this 21 shall not be subject to any amendment without the consent of the Developer until the Developer has sold ninety-five percent (95%) of all the units in Villages of Wyndemere.

22. TERMINATION

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

22.1. Destruction

If it is determined in the manner elsewhere provided that a condominium building shall not be reconstructed because of major damage, the condominium plan of ownership with respect to such building will be thereby terminated without agreement.

22.2. Agreement

The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a

meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the units, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

22.2.1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and the purchaser.

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

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

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

22.3. Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Collier County, Florida.

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22.4. Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owner's units prior to the termination.

22.5. Amendments

This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels. Upon written request to the Association, identifying the name and address of the holder, and the unit number or address, any holder, insurer, or guarantor shall be entitled to timely written notice of any proposed amendment.

23. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration of Condominium shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

24. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the Florida Condominium Act.

IN WITNESS WHEREOF, the Developer, VILLAGES OF WYNDEMERE, LTD., has caused this Declaration of Condominium to be executed this 31st day of March, 1992.

DECLARATION OF CONDOMINIUM
VILLAGES OF WYNDEMERE, A CONDOMINIUM

VILLAGES OF WYNDEMERE, LTD.
BY: QUINBY DEVELOPMENT CORP.,
GENERAL PARTNER

BY: Clyde C. Quinby
CLYDE C. QUINBY, PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of March, 1992, by CLYDE C. QUINBY, as President of QUINBY DEVELOPMENT CORP., general partner of Villages of Wyndemere, Ltd, who is personally known to me and who did not take an oath.

Linda Davis
NOTARY PUBLIC

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES JULY 14, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 4200 Tamiami Trail N., Naples, Florida 33940 • (813) 649-4040 Fax (813) 643-5716

SURVEYORS CERTIFICATE

As to Units 1, 2, 3 & 4 of Phase 1 of "The Village of Wyndemere, a Condominium" of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (Plat Book 14, pages 107-112) Public Records of Collier County, Florida;

I, JOHN E BOUTWELL, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows;

1. **That I am a Professional Land Surveyor authorized to practice in the State of Florida;**

2. **That this Certificate is made as to Units 1, 2, 3 & 4 of Phase 1 of "The Villages of Wyndemere, a Condominium" of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112), Public Records of Collier County, Florida, and in compliance with Section 718.104(4)(e) Florida Statutes;**

3. **The construction of the improvements for Phase 1 are substantially complete so that the material, together with the provisions of the declaration relating to matters of survey describing the condominium property and shown on WMB&P, Inc. (Drawing #4G-961, sheets 1-6) is an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements, and of each unit can be determined from these materials.**

4. **That all planned improvements, including landscaping, utility services and access to said units, common elements and limited common elements serving said Units have been substantially completed.**

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell **DATE** 3/30/92

John E. Boutwell, P.L.S. #3934

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared JOHN E. BOUTWELL to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30 **day of** March, **1992.**

Leona Vallier
Notary Public, State of FL

LEONA VALLIER 533687
Print or Type Name of Notary

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 26, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Personally known X **or**
Type of Identification Produced _____

OR BOOK 1710 PAGE 001082

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

3/30/92-01320016.kjd

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

**Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE I**

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;

BEGINNING at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 75.72 feet;
thence leaving said boundary, South 83°00'00" West 118.96 feet;
thence South 74°11'13" West 76.11 feet;
thence South 86°15'00" West 99.62 feet to the west line of said Tract 7;
thence along said line, North 7°00'00" East 88.78 feet to the northwesterlymost corner of said Tract 7;
thence along the north boundary of said Tract 7, North 74°11'13" East 284.20 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 0.70 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

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W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 24, 1992

OR BOOK 1710 PAGE 1083

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WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 2200 Bailey Lane at Airport-Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida PHASE II

OR BOOK 1710 PAGE 1084

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 75.72 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary, South 0°07'56" West 109.33 feet;
thence leaving said boundary, South 86°15'00" West 301.31 feet to the west line of said Tract 7;
thence along said line northerly 55.36 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°03'26" having a radius of 3000.00 feet and being subtended by a chord which bears North 6°28'17" East 55.36 feet;
thence continue along said line, North 7°00'00" East 32.53 feet;
thence leaving said line, North 86°15'00" East 99.62 feet;
thence North 74°11'13" East 76.11 feet;
thence North 83°00'00" East 118.96 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.65 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell, P.L.S. #3934 DATE March 27, 1992

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Ref: 4G-961 (JEB:kjd)
Date: March 24, 1992

3/24/92-01320004.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
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WILSON, MILLER, BARTON & PEEK, INC.

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Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE III

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 185.05 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue along said boundary, South 0°07'56" West 111.26 feet;
thence leaving said boundary, North 82°00'00" West 121.13 feet;
thence South 8°00'00" West 4.25 feet;
thence South 90°00'00" West 187.03 feet to the west line of said Tract 7;
thence along said line, northerly 79.22 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°30'47" having a radius of 3000.00 feet and being subtended by a chord which bears North 5°11'10" East 79.22 feet;
thence leaving said line, North 86°15'00" East 301.31 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 0.63 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

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Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida PHASE IV

OR BOOK 1710 PAGE 1086

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 296.31 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary, South 0°07'56" West 75.01 feet;
thence leaving said boundary, North 90°00'00" West 312.90 feet to the west line of said Tract 7;
thence along said line, northerly 87.83 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°40'39" having a radius of 3000.00 feet and being subtended by a chord which bears North 3°35'27" East 87.83 feet;
thence leaving said line, North 90°00'00" East 187.03 feet;
thence North 8°00'00" East 4.25 feet;
thence South 82°00'00" East 121.13 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.61 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

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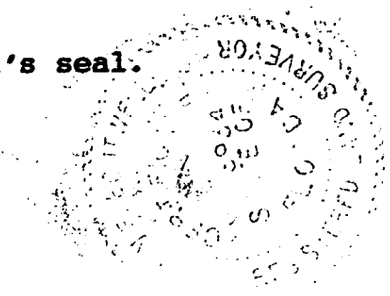

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Ref: 4G-961 (JEB:kjd)
Date: March 24, 1992

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Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida PHASE V

OR BOOK 1710 PAGE 1087

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 371.32 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary, South 0°07'56" West 14.79 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 53.18 feet;
thence North 76°00'00" West 74.23 feet;
thence North 88°15'00" West 154.47 feet to the west line of said Tract 7;
thence along said line, northerly 83.91 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°36'09" having a radius of 3000.00 feet and being subtended by a chord which bears North 1°57'03" East 83.90 feet;
thence leaving said line, North 90°00'00" East 312.90 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.53 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell
John E. Boutwell, P.L.S. #3934

DATE March 27, 1992

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Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

WILSON, MILLER, BARTON & PEEK, INC.

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Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida PHASE VI

OR BOOK 1710 PAGE 001088

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 53.18 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue South 14°00'00" West 75.51 feet;
thence North 87°15'00" West 208.89 feet to the west line of said Tract 7;
thence along said line, northerly 85.91 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°38'27" having a radius of 3000.00 feet and being subtended by a chord which bears North 0°19'45" East 85.91 feet;
thence South 88°15'00" East 154.47 feet;
thence South 76°00'00" East 74.23 feet the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.43 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

Not valid unless embossed with the Professional's seal.

W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 24, 1992

3/24/92-01320008.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 3248 Bailey Lane at Airport-Road, Naples, Florida 33942 • (813) 643-1810 Fax (813) 643-1818

Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE VII

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 128.69 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue South 14°00'00" West 20.83 feet;
thence southerly 64.71 feet along the arc of a circular curve concave to the east, through a central angle of 16°33'04" having a radius of 224.00 feet and being subtended by a chord which bears South 5°43'28" West 64.48 feet;
thence North 86°00'00" West 63.15 feet;
thence South 84°48'39" West 29.80 feet;
thence North 88°15'00" West 102.45 feet to the west line of said Tract 7;
thence along said line, northerly 89.59 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°42'40" having a radius of 3000.00 feet and being subtended by a chord which bears North 1°20'48" West 89.59 feet;
thence leaving said line, South 87°15'00" East 208.89 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.40 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

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W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 24, 1992

3/24/92-01320009.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

BOOK 1710 PAGE 1089

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 206, 1286 Baily Lane at Airport Road South, Naples, Florida 33962 • (813) 643-1810 Fax (813) 643-1815

Description of part of ~~Tract~~ 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE VIII

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 149.52 feet;
thence southerly 64.71 feet along the arc of a circular curve concave to the east, through a central angle of 16°33'04" having a radius of 224.00 feet and being subtended by a chord which bears South 5°43'28" West 64.48 feet to the POINT OF BEGINNING of the parcel herein described;

- thence continue southerly 62.35 feet along the arc of a circular curve concave to the east, through a central angle of 15°56'56" having a radius of 224.00 feet and being subtended by a chord which bears South 10°31'32" East 62.15 feet;
- thence South 18°30'00" East 24.59 feet;
- thence South 89°30'00" West 209.35 feet to the west line of said Tract 7;
- thence along said line, northerly 91.22 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 1°44'32" having a radius of 3000.00 feet and being subtended by a chord which bears North 3°04'24" West 91.22 feet;
- thence leaving said line, South 88°15'00" East 102.45 feet;
- thence North 84°48'39" East 29.80 feet;
- thence South 86°00'00" East 63.15 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 0.41 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY _____ DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

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W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 25, 1992

3/25/92-01320010.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

OR BOOK 1710 PAGE 1090

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Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Conservation Managers

Wilson Professional Center, Suite 201, 3200 Bailey Lane • Naples, Florida 33942 • (813) 643-1810 • Fax (813) 643-1980

Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida PHASE IX

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 149.52 feet;
thence southerly 127.06 feet along the arc of a circular curve concave to the east, through a central angle of 32°30'00" having a radius of 224.00 feet and being subtended by a chord which bears South 2°15'00" East 125.36 feet;
thence South 18°30'00" East 24.59 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue South 18°30'00" East 28.36 feet;
thence southeasterly 57.86 feet along the arc of a circular curve concave to the northeast, through a central angle of 52°19'06" having a radius of 63.36 feet and being subtended by a chord which bears South 44°39'33" East 55.87 feet;
thence South 71°30'00" West 90.96 feet;
thence North 79°25'40" West 52.30 feet;
thence South 86°00'00" West 112.02 feet to the west line of said Tract 7;
thence along said line, northerly 15.32 feet along the arc of a non-tangential circular curve concave to the east, through a central angle of 3°30'41" having a radius of 250.00 feet and being subtended by a chord which bears North 7°10'11" West 15.32 feet to a point of compound curvature;
thence continue along said line northerly, 76.95 feet along the arc of a circular curve concave to the east, through a central angle of 1°28'11' having a radius of 3000.00 feet and being subtended by a chord which bears North 4°40'45" West 76.95 feet;
thence leaving said line, North 89°30'00" East 209.35 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.45 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell
John E. Boutwell, P.L.S. #3934

DATE March 27, 1992

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W.O. 9657 Ref: 4G-961 (JEB:kjd) Date: March 26, 1992

3/26/92-01320013.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

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WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33962 • (813) 643-1810 Fax (813) 643-5716

**Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE X**

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet;
thence leaving said boundary, westerly 15.71 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 75°07'56" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears South 52°03'58" West 58.85 feet;
thence South 14°00'00" West 149.52 feet;
thence southerly 127.06 feet along the arc of a circular curve concave to the east, through a central angle of 32°30'00" having a radius of 224.00 feet and being subtended by a chord which bears South 02°15'00" East 125.36 feet;
thence South 18°30'00" East 52.95 feet;
thence southeasterly, 57.86 feet along the arc of a circular curve concave to the northeast, through a central angle of 52°19'06" having a radius of 63.36 feet and being subtended by a chord which bears South 44°39'33" East 55.87 to the POINT OF BEGINNING of the parcel herein described;

thence continue along said arc, easterly 21.07 feet through a central angle of 19°02'58" having a radius of 63.36 feet and being subtended by a chord which bears South 80°20'35" East 20.97 feet;
thence South 89°52'04" East 15.00 feet;
thence easterly 15.71 feet along the arc of a circular curve concave to the south, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears South 74°52'04" East 15.53 feet to the east line of said Tract 7;
thence along said east line, South 0°07'56" West 96.89 feet;
thence leaving said line, South 89°00'00" West 272.84 feet to the west line of said Tract 7;
thence along said line, North 23°44'55" West 22.16 feet;
thence continue along said line, northerly 64.68 feet along the arc of a circular curve concave to the east, through a central angle of 14°49'23" having a radius of 250.00 feet and being subtended by a chord which bears North 16°20'13" West 64.50 feet;
thence leaving said line, North 86°00'00" East 112.02 feet;
thence South 79°25'40" East 52.30 feet;
thence North 71°30'00" East 90.96 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;

1710 OR BOOK 1092 PAGE

3/26/92-01320014.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

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**Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE X
page 2**

OR BOOK 1710

**containing 0.60 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.**

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell **DATE** March 27, 1992

John E. Boutwell, P.L.S. #3934

PAGE 1093

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**W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 26, 1992**

COLLIER COUNTY
COPY
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WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Centre, Suite 200, 3210 Bailey Lane • Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
PHASE XI

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 891.05 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary, South 0°07'56" West 93.19 feet;
thence leaving said boundary, North 89°52'04" West 270.35 feet to the west line of said Tract 7;
thence along said line, North 0°07'56" East 79.13 feet;
thence continue along said line, northerly 6.25 feet along the arc of a circular curve concave to the west, through a central angle of 23°52'51" having a radius of 15.00 feet and being subtended by a chord which bears North 11°48'30" West 6.21 feet;
thence continue along said line, North 23°44'55" West 2.84 feet;
thence leaving said line, North 89°00'00" East 272.84 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.56 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell, P.L.S. #3934 DATE March 27, 1992

Not valid unless embossed with the Professional's seal.

W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 26, 1992

3/26/92-01320015.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

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WILSON, MILLER, BARTON & PEEK, INC.
Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 201, 2204 Palm Lake Drive, Naples, Florida 33962 • (813) 643-1810 Fax (813) 643-5716

Description of part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" (P.B. 14, pages 107-112) Collier County, Florida RECREATION PARCEL

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 426.49 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary South 0°07'56" West 327.29 feet;
thence leaving said boundary, westerly 15.83 feet along the arc of a non-tangential circular curve concave to the north, through a central angle of 32°23'33" having a radius of 28.00 feet, and being subtended by a chord which bears South 73°56'10" West 15.62 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and northwesterly 50.05 feet along the arc of a circular curve concave to the northeast, through a central angle of 71°22'04" having a radius of 40.18 feet and being subtended by a chord which bears North 54°11'02" West 46.88 feet;
thence North 18°30'00" West 44.60 feet;
thence northwesterly and northerly 112.31 feet along the arc of a circular curve concave to the east, through a central angle of 32°30'00" having a radius of 198.00 feet and being subtended by a chord which bears North 2°15'00" West 110.81 feet;
thence North 14°00'00" East 141.86 feet;
thence northeasterly and easterly 31.38 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 23.62 feet and being subtended by a chord which bears North 52°03'58" East 29.12 feet;
thence South 89°52'04" East 15.00 feet;
thence easterly, 15.83 feet along the arc of a circular curve concave to the southwest, through a central angle of 32°23'33" having a radius of 28.00 feet and being subtended by a chord which bears South 73°40'18" East 15.62 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.58 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

1710 1095 100K PAGE

COLLIER COUNTY FLORIDA THE STATE OF FLORIDA COUNTY OF COLLIER I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL AS IT APPEARS IN THE RECORDS OF THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS 27 DAY OF MAY A.D. 1992 DWIGHT E. BROCK CLERK OF COURTS BY: DEPUTY CLERK

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell, P.L.S. #3934 DATE March 27, 1992

Not valid unless embossed with the Professional's seal.

W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 25, 1992

3/25/92-01320011.kjd

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Danca, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

WILSON, MILLER, BARTON & PEEK, INC.
Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
[illegible]

**Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
INGRESS-EGRESS EASEMENT**

1710 OR BOOK 1001096 PAGE

All that part of Tract 7 of "Replat of part of Replat of part of Wyndemere Tract Map" according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described as follows;
Commencing at the northerlymost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 48.70 feet along the arc of a circular curve concave to the west, through a central angle of 15°56'43" having a radius of 175.00 feet and being subtended by a chord which bears South 07°50'26" East 48.55 feet;
thence continue along said boundary South 0°07'56" West 386.11 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary, South 0°07'56" West 40.38 feet;
thence leaving said boundary, westerly 15.83 feet along the arc of a non-tangential circular curve concave to the southwest, through a central angle of 32°23'33" having a radius of 28.00 feet and being subtended by a chord which bears North 73°40'18" West 15.62 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and southwesterly 31.38 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 23.62 feet and being subtended by a chord which bears South 52°03'58" West 29.12 feet;
thence South 14°00'00" West 141.86 feet;
thence southerly 112.31 feet along the arc of a circular curve concave to the east, through a central angle of 32°30'00" having a radius of 198.00 feet and being subtended by a chord which bears South 2°15'00" East 110.81 feet;
thence South 18°30'00" East 44.60 feet;
thence southeasterly and easterly 50.05 feet along the arc of a circular curve concave to the northeast, through a central angle of 71°22'04" having a radius of 40.18 feet and being subtended by a chord which bears South 54°11'02" East 46.88 feet;
thence South 89°52'04" East 15.00 feet;
thence easterly, 15.83 feet along the arc of a circular curve concave to the northwest, through a central angle of 32°23'33" having a radius of 28.00 feet and being subtended by a chord which bears North 73°56'10" East 15.62 feet to the east line of said Tract 7;
thence along said line, South 0°07'56" West 40.38 feet;
thence leaving said line, northwesterly 15.71 feet along the arc of a non-tangential circular curve concave to the southwest, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears North 74°52'04" West 15.53 feet;
thence North 89°52'04" West 15.00 feet;
thence westerly and northwesterly, 78.93 feet along the arc of a circular curve concave to the northeast, through a central angle of 71°22'04" having a radius of 63.36 feet and being subtended by a chord which bears North 54°11'02" West 73.92 feet;
thence North 18°30'00" West 52.95 feet;
thence northerly, 127.06 feet along the arc of a circular curve concave to the east, through a central angle of 32°30'00" having a radius of 224.00 feet and being subtended by a chord which bears North 2°15'00" West 125.36 feet;
thence North 14°00'00" East 149.52 feet;

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

3/26/92-01320012.kjd

**Description of part of Tract 7 of
"Replat of part of Replat of part of
Wyndemere Tract Map" (P.B. 14, pages 107-112)
Collier County, Florida
INGRESS-EGRESS EASEMENT
page 2**

OR BOOK 1710 PAGE 001097

thence northeasterly and easterly, 63.42 feet along the arc of a circular curve concave to the southeast, through a central angle of 76°07'56" having a radius of 47.73 feet and being subtended by a chord which bears North 52°03'58" East 58.85 feet;
thence South 89°52'04" East 15.00 feet;
thence easterly, 15.71 feet along the arc of a circular curve concave to the north, through a central angle of 30°00'00" having a radius of 30.00 feet and being subtended by a chord which bears North 75°07'56" East 15.53 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.31 acres more or less;
bearings are assumed and based on the east line of Tract 7, being South 0°07'56" West.

WILSON, MILLER, BARTON & PEEK, INC.

BY John E. Boutwell DATE March 27, 1992
John E. Boutwell, P.L.S. #3934

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

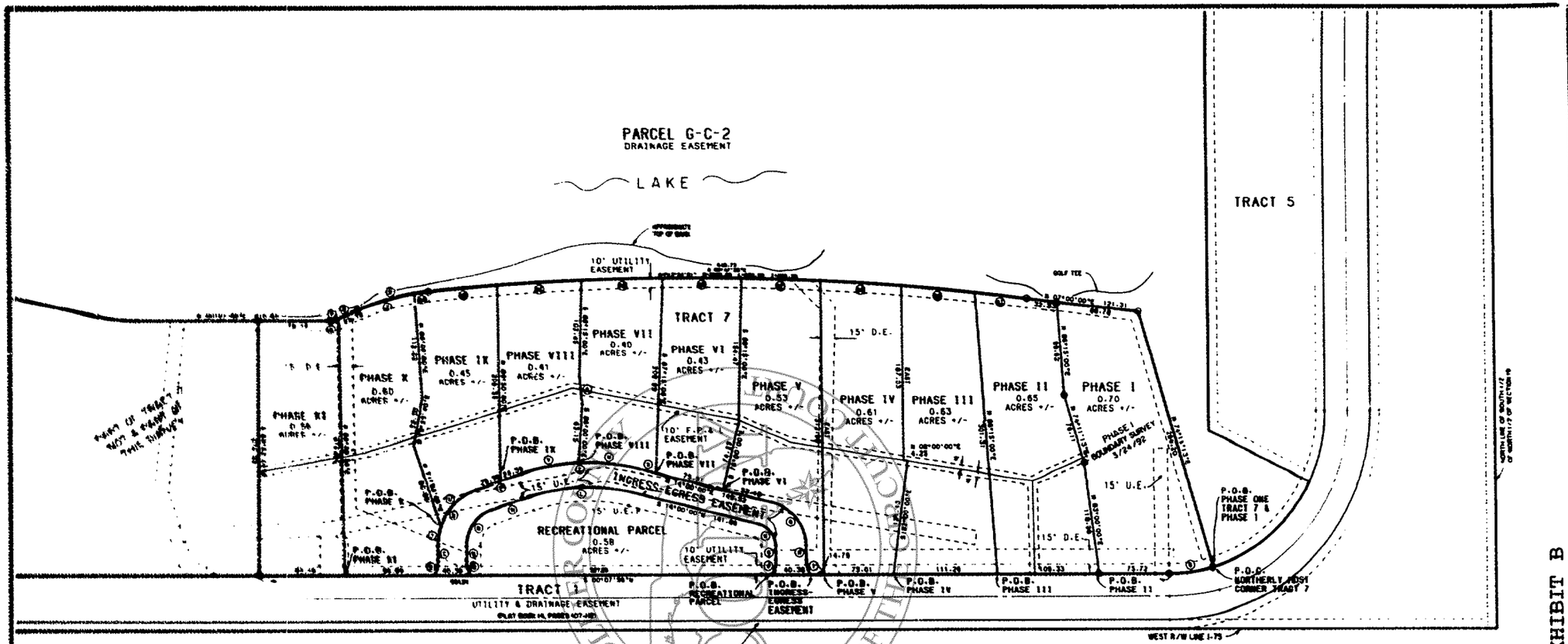
Not valid unless embossed with the Professional's seal.

W.O. 9657
Ref: 4G-961 (JEB:kjd)
Date: March 26, 1992

1710 PAGE 1098

BOOK

EXHIBIT B



DATA

DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
016°02'50"	83.96	21.07	10.63	S 66°20'39"E	20.97
052°10'06"	83.96	57.08	31.12	S 44°39'33"E	55.07
019°06'56"	324.00	62.55	31.58	S 10°31'33"E	62.15
016°33'04"	324.00	94.71	32.98	S 05°43'28"E	94.40
S 14°00'00"E		20.63			
S 23°44'55"E		2.04			
016°40'33"	288.00	64.68	32.52	S 16°20'13"E	64.50
002°30'41"	288.00	12.59	7.00	S 07°10'11"E	12.59
001°20'11"	3000.00	78.05	39.48	S 04°48'48"E	78.05
001°44'32"	3000.00	91.22	45.61	S 03°04'24"E	91.22
001°42'40"	3000.00	89.59	44.80	S 01°20'48"E	89.59
001°30'27"	3000.00	85.01	42.50	S 00°18'43"E	85.01
001°35'06"	3000.00	83.01	41.50	S 01°57'43"E	83.00
001°49'30"	3000.00	97.83	43.92	S 03°30'27"E	97.83
001°50'47"	3000.00	78.32	39.01	S 05°11'10"E	78.32
001°07'24"	3000.00	55.36	27.68	S 06°36'17"E	55.36

DATA

DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
016°40'33"	288.00	64.68	32.52	S 16°20'13"E	64.50
002°30'41"	288.00	12.59	7.00	S 07°10'11"E	12.59
001°20'11"	3000.00	78.05	39.48	S 04°48'48"E	78.05
001°44'32"	3000.00	91.22	45.61	S 03°04'24"E	91.22
001°42'40"	3000.00	89.59	44.80	S 01°20'48"E	89.59
001°30'27"	3000.00	85.01	42.50	S 00°18'43"E	85.01
001°35'06"	3000.00	83.01	41.50	S 01°57'43"E	83.00
001°49'30"	3000.00	97.83	43.92	S 03°30'27"E	97.83
001°50'47"	3000.00	78.32	39.01	S 05°11'10"E	78.32
001°07'24"	3000.00	55.36	27.68	S 06°36'17"E	55.36

CERTIFICATE

We hereby certify that Quinby Realty Corporation

that all of Tract 7, Replat of part of Villages of Wyndemere, a subdivision, a part of Tract 5, Replat of part of Replat of Wyndemere Tract Map, Plat Book 14, pages 107-112, Collier County, Florida, was completed under our direction on March 16, 1992.

This SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code. No other person or entity may rely upon this survey.

WILSON, MILLER, BARTON & PEEK, INC.
3200 Bailey Lane, Suite 200 (813)263-6400
Naples, FL 33942

By: _____
Kenneth E. Campbell, P.L.S. #3934

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrance. This Certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

SURVEY NOTES

GENERAL NOTES

1. Bearings are assumed and based on
2. Unless a computation is made, assumed bearings and distances are identical with plat values.
3. Dimensions are in feet ' and decimals thereof.
4. Dimensions along curves are: Δ = Delta, L = Arc Length, CB = Chord Bearings, R = Radius, CH = Chord Bearing
5. P.O.B. = Point of Beginning
6. P.O.C. = Point of Commencement
7. P.C.P. = Permanent Control Point.
8. P.R.M. = Permanent Reference Monument
9. R/W = Right-of-Way
10. U.E. = Utility Easement, D.E. = Drainage Easement
11. EL. = Elev. = Elevation
12. CL = Centerline
13. Conc. = Concrete
14. P.O.L. = Point On Line
15. P.U.E. = Public Utility Easement
16. (M) = Plat, R = Measured, C = Calculated, F = Field
17. P.C.C. = Point Of Curvature
18. P.T. = Point Of Tangency
19. P.R.C. = Point Of Reverse Curvature

Description of part of Tract 7 of
Replat of part of Replat of part of
Wyndemere Tract Map (P.B. 14, pages 107-112)

All that part of Tract 7 of Replat of part of Replat of part of Wyndemere Tract Map according to the plat thereof as recorded in Plat Book 14, pages 107-112, Public Records of Collier County, Florida, being more particularly described/described as follows:

BEGINNING at the northernmost corner of said Tract 7;
thence along the easterly boundary of said Tract 7, southerly 69.78 feet along the arc of a circular curve concave to the west, through a central angle of 1°-36'-13", having a radius of 2,500.00 feet and being subtended by a chord which bears South 0°-07'-56" West 69.78 feet;
thence continue along said boundary South 0°-07'-56" West 300.34 feet;
thence leaving said boundary North 89°-52'-04" West 275.31 feet to the westerly boundary of said Tract 7;
thence along said boundary in the following six (6) described courses:
1) North 0°-07'-56" East 70.13 feet;
2) northerly 6.29 feet along the arc of a circular curve concave to the west, through a central angle of 0°-13'-51", having a radius of 15.00 feet and being subtended by a chord which bears North 6°-49'-01" West 6.24 feet;
3) North 27°-44'-55" West 25.00 feet;
4) northerly 80.00 feet along the arc of a circular curve concave to the east, through a central angle of 15°-20'-04", having a radius of 298.00 feet and being subtended by a chord which bears North 20°-04'-53" West 79.76 feet to a point of compound curvature;
5) northerly 109.00 feet along the arc of a circular curve concave to the east, through a central angle of 12°-31'-01", having a radius of 498.00 feet and being subtended by a chord which bears North 8°-49'-25" West 108.78 feet;
6) North 14°-00'-00" East 33.31 feet to a point on the northerly boundary of said Tract 7;
thence along said boundary, North 76°-31'-03" East 304.20 feet to the point of beginning or the general parcel described;
subject to easements and restrictions of record;
bearings are assumed based on the east line of Tract 7, being South 0°-07'-56" West;
containing 0.96 acres more or less

SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF PHASES I THROUGH XI, RECREATIONAL PARCEL AND INGRESS-EGRESS EASEMENT

	UNITS	QTY.	NO.	INT.	TR.
TOTALS	LOT	433	3	12	82
	JOB	110	3	12	82

APPROVED: _____

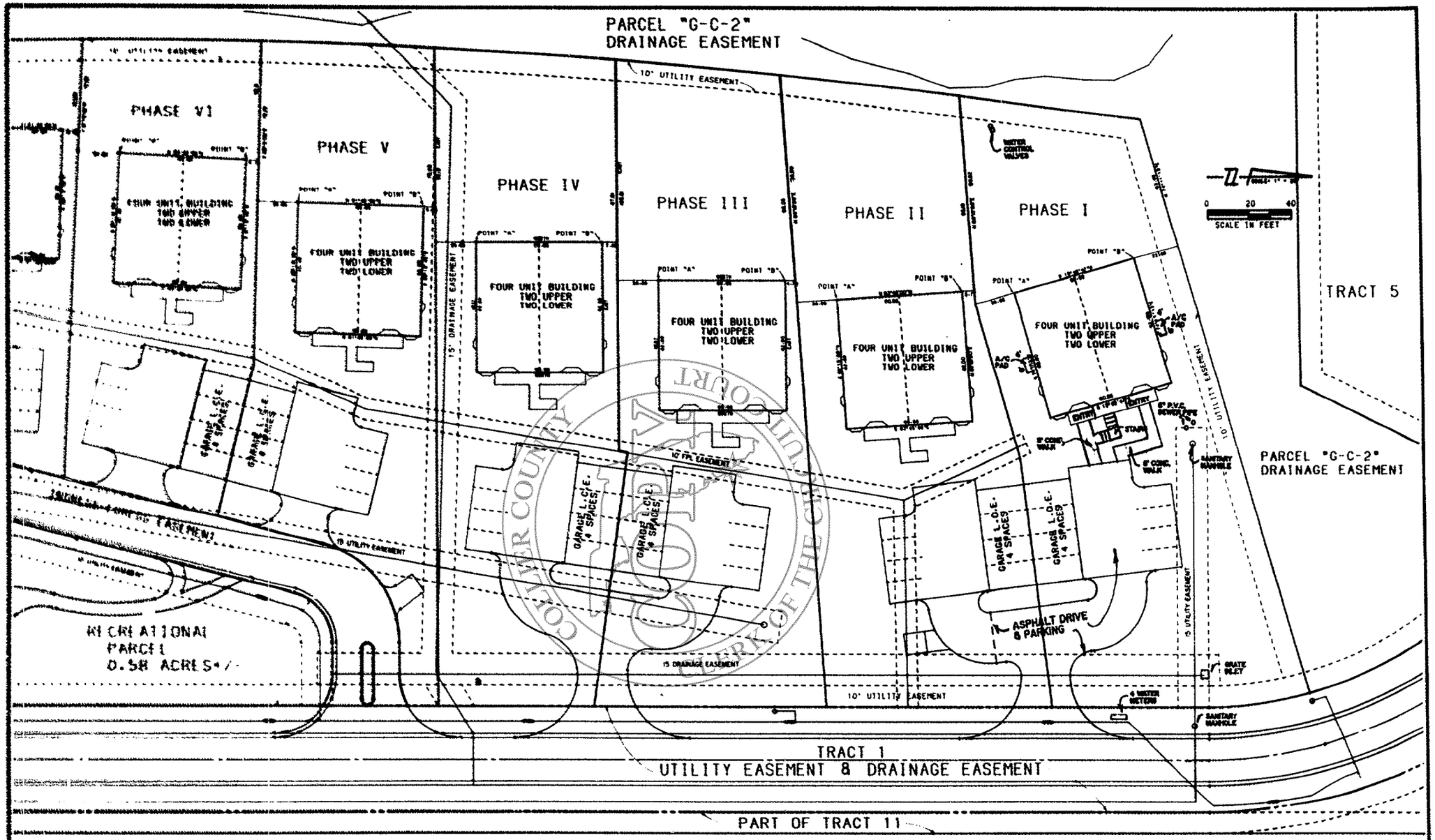
WILSON, MILLER, BARTON & PEEK, INC.
CONSULTING • SURVEYING • PLANNING • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS
Naples, Florida 33942 (813) 263-6400 Fax (813) 643-5716

DESCRIPTION:
MAP OF BOUNDARY SURVEY & MAP TO FOLLOW DESCRIPTION OF
VILLAGES OF WYNDEMERE, A CONDOMINIUM
OF PART OF TRACT 7,
REPLAT OF PART OF REPLAT OF WYNDEMERE TRACT MAP
(P.B. 14, PGS. 107-112) COLLIER COUNTY, FLORIDA.

DATE: 3/93
SCALE: 1"= 80'

CLIENT: QUINBY REALTY CORPORATION

1710 OR BOOK 1692 PAGE



CERTIFIED PHASE I SUBSTANTIALLY COMPLETE
MARCH 26, 1992.

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

WILSON, MILLER, BARTON & PEEK, INC.

PLOT PLAN
VILLAGES OF WYNDEMERE, A CONDOMINIUM
OF PART OF TRACT 7,
"REPLAT OF PART OF REPLAT OF WYDEMERE TRACT MAP"
(P.B. 14, PGS. 107-112) COLLIER COUNTY, FLORIDA

3-92
1"=20'

CLIENT:
QUINBY REALTY CORPORATION

CLERK OF THE COURT COLLIER COUNTY

PAGE 01100

OR BOOK 1716

PARCEL "G-C-2"
DRAINAGE EASEMENT

PHASE XI

PHASE X

PHASE IX

PHASE VIII

PHASE VII

PHASE VI

FOUR UNIT BUILDING
TWO UPPER
TWO LOWER

10' UTILITY EASEMENT

15' DRAINAGE EASEMENT

GARAGE L.C.E.
4 SPACES

INGRESS-EGRESS EASEMENT

RECREATIONAL PARCEL
0.58 ACRES+/-

TRACT 1
UTILITY EASEMENT & DRAINAGE EASEMENT

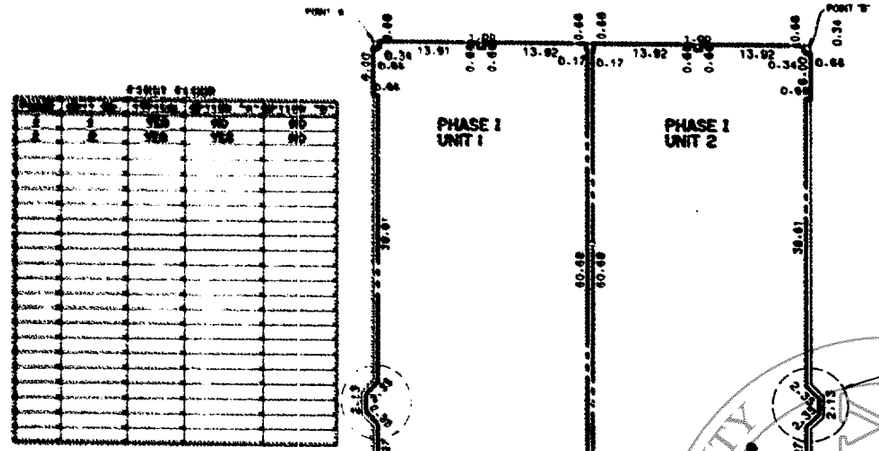
PART OF TRACT 11

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

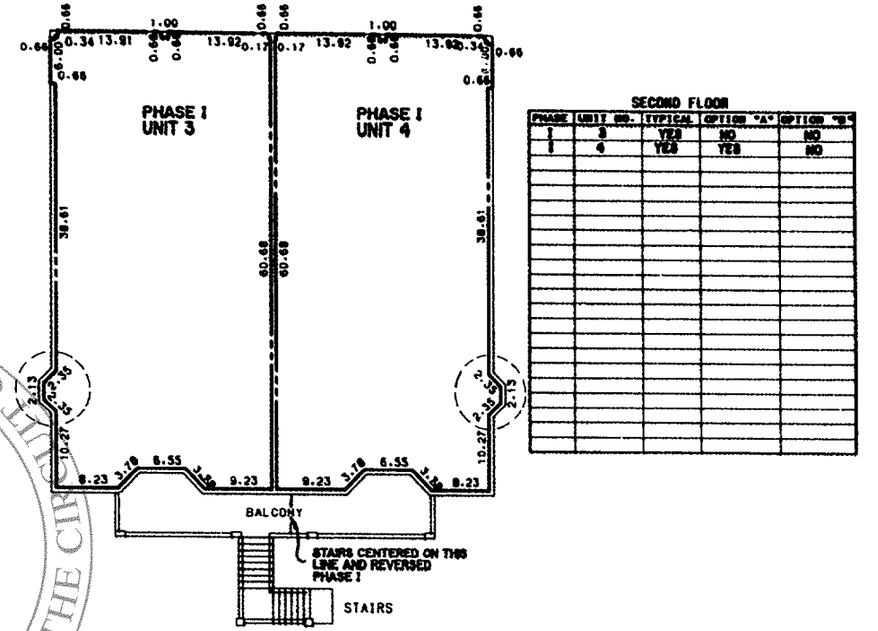
WILSON, MILLER, BARTON & PEEK, INC.

QUINBY REALTY CORPORATION

OR BOOK 1719 PAGE 01101

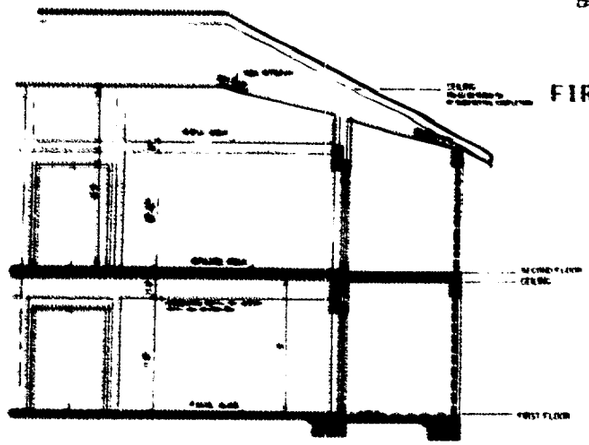


FIRST FLOOR



SECOND FLOOR

SCALE IN FEET



SCHEMATIC BUILDING SECTION

FINISH FLOOR ELEVATORS

PHASE	FIRST	SECOND
1	6.1	22.77

GENERAL NOTES:

1. INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENTS (L.C.E.)
3. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
4. ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.).
5. THIS DRAWING WAS PREPARED BY ARCHITECTURAL PLANS PREPARED BY: DAVID HUMPHREY AND ASSOCIATES A.I.A., P.A. ARCHITECTS. 3255 NORTH TAMIAMI TRAIL SUITE 202 NAPLES, FLORIDA 33940
6. EVERYTHING EXTERIOR OF THE UNITS IS COMMON ELEMENTS. REFER TO THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESIGNATION OF THE COMMON ELEMENTS. (C.E. = COMMON ELEMENTS).
7. THE UNIT LINES, LIMITED COMMON ELEMENTS (L.C.E.) LINES AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE REPRESENTATIONS OF THE LOCATION OF SAID LINES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID LINES.
8. SEE SHEETS 5 AND 6 FOR TYPICAL UNIT FLOOR PLANS.

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

WILSON, MILLER, BARTON & PEEK, INC.
CONSULTING • SURVEYING • PLANNING • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS

DESCRIPTION: BUILDING FLOOR PLAN
VILLAGES OF WYNDEMERE, A CONDOMINIUM
OF PART OF TRACT 7,
"REPLAT OF PART OF REPLAT OF WYNDEMERE TRACT 7"
(P.B. 14, PGS. 107-112) COLLIER COUNTY, FLORIDA.

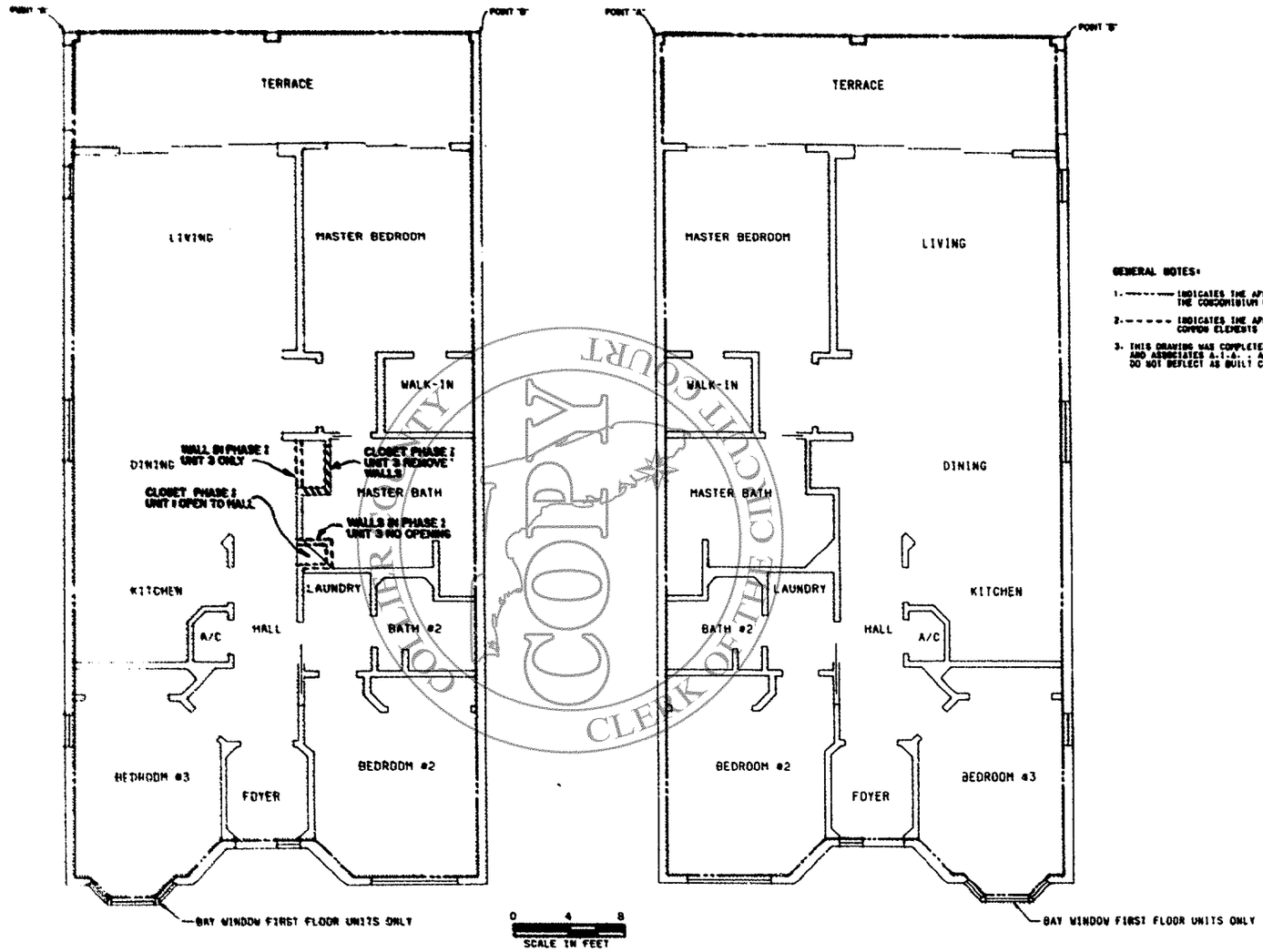
DATE: 3/92
SCALE: 1"= 8'

CLIENT: QUINBY REALTY CORPORATION

SHEET NO. 133 | JOB NO. 9657 | CAD FILE NO. 1_of_6 | 48-981

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

1710 PAGE 1102
BOOK



GENERAL NOTES:

1. ———— INDICATES THE APPROXIMATE LOCATION OF THE BOUNDARY OF THE CONDOMINIUM UNIT.
2. - - - - - INDICATES THE APPROXIMATE LOCATION OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THIS DRAWING WAS COMPLETED FROM FLOOR PLANS PREPARED BY DAVID HUMPHREY AND ASSOCIATES A.I.A. ; ARCHITECTS. ALL DIMENSIONS ARE PROPOSED AND DO NOT REFLECT AS BUILT CONDITIONS.

TYPICAL UNIT REVERSED

TYPICAL UNIT

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

WILSON, MILLER, BARTON & PEEK, INC.

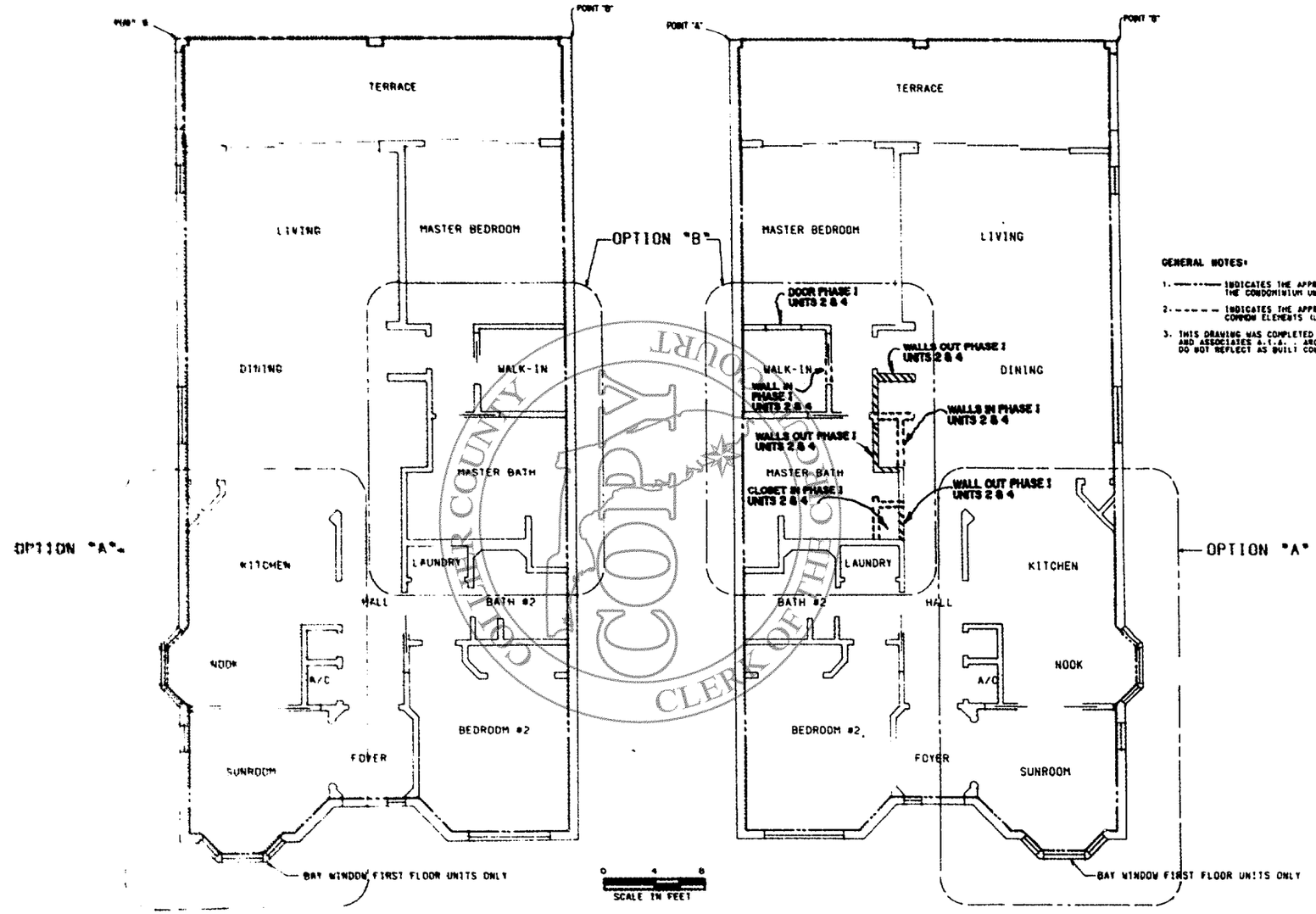
DESCRIPTION: TYPICAL UNIT FLOOR PLANS
VILLAGES OF WYNDEMERE, A CONDOMINIUM
OF PART OF TRACT 7,
"REPLAT OF PART OF REPLAT OF WYNDEMERE TRACT FIVE"
(P.B. 14, PGS. 107-112) COLLIER COUNTY, FLORIDA.

DATE: 3/92
SCALE: 1"= 4'

CLIENT: QUINBY REALTY CORPORATION

OFFICIAL RECORDS
COPY
CLERK OF THE CIRCUIT COURT

OR BOOK 1710 PAGE 01103



GENERAL NOTES:

1. ——— INDICATES THE APPROXIMATE LOCATION OF THE BOUNDARY OF THE CONDOMINIUM UNIT.
2. - - - - - INDICATES THE APPROXIMATE LOCATION OF THE LIMITED COMMON ELEMENTS (L.C.E.)
3. THIS DRAWING WAS COMPLETED FROM FLOOR PLANS PREPARED BY DAVID HUMPHREY AND ASSOCIATES A.I.A. - ARCHITECTS. ALL DIMENSIONS ARE PROPOSED AND DO NOT REFLECT AS BUILT CONDITIONS.

TYPICAL UNIT WITH OPTIONS REVERSED

TYPICAL UNIT WITH OPTIONS

ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • CONSTRUCTION MANAGERS

DESCRIPTION: TYPICAL UNIT FLOOR PLANS
VILLAGES OF WINDEMERE, A CONDOMINIUM
OF PART OF TRACT 7,
"REPLAT OF PART OF REPLAT OF WINDEMERE TRACT MAP"
O.R. 14, PGS. 107-112) COLLIER COUNTY, FLORIDA.

CLIENT: QUINBY REALTY CORPORATION

CLERK OF THE CIRCUIT COURT COLLIER COUNTY FLORIDA

1710
OR BOOK

001104
PAGE

CONSENT OF MORTGAGEE

FIRST NATIONAL BANK OF NAPLES, being the holder of that certain mortgage recorded Official Records Book 1605, Pages 1102-1114, inclusive, Public Records of Collier County, Florida, hereby consents to the filing of the foregoing Declaration in accordance with applicable provisions of Florida Statutes, Section 718.104.

Signed, sealed and delivered in the presence of:

Martha L. McFadden
MARTHA L. MCFADDEN

Sharon L. Craig
SHARON L. CRAIG

FIRST NATIONAL BANK OF NAPLES

BY: C. William Root
C. WILLIAM ROOT
Position: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

The foregoing instrument was acknowledged before me this 29TH day of APRIL, 1992, by C. WILLIAM ROOT, who is personally known to me, or produced _____ as identification and did not take an oath, as the VICE PRESIDENT of First National Bank of Naples.

Sharon L. Craig
NOTARY PUBLIC
SHARON L. CRAIG (SEAL)

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires March 25, 1994

COMMISSION NUMBER:

SHARON L CRAIG
#AA760971

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 6, 1992, as shown by the records of this office.

The document number of this corporation is N47707.

001105
PAGE

COLLIER COUNTY
OR BOOK
COPY
CLERK OF THE CIRCUIT COURT

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of March, 1992.

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Jim Smith
Secretary of State

CR2EO22 (2-91)

EXHIBIT C

FILED
92 MAR -6 AM 9:22

ARTICLES OF INCORPORATION

OF

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporators associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following articles of incorporation:

ARTICLE I
NAME

The name of this corporation is VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC. The mailing address of this corporation is: 3800 North Airport Road, Naples, FL 33942.

ARTICLE II
TERM

The corporation shall have perpetual existence.

ARTICLE III
PURPOSE

This corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act") for the operation of a condominium located in Collier County, Florida, and known as Villages of Wyndemere, a Condominium.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE IV
MEMBERS

The qualification of members of the corporation and the manner of their admission shall be as regulated by the Bylaws of the corporation.

ARTICLE V
AGENT

The address of the initial registered office of this corporation is 3810 North Airport Road, Suite A, Naples, Florida 33942, and the name of the registered agent is Vincent Murphy.

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION

ARTICLE VI
DIRECTORS

The number of persons constituting the first board of directors shall be three (3) and their names and addresses are as follows:

CLYDE C. QUINBY	3800 North Airport Road Naples, FL 33942
CLYDE C. QUINBY III	3800 North Airport Road Naples, FL 33942
ANDREW J. SALUAN	3800 North Airport Road Naples, FL 33942

The manner in which the directors are to be elected or appointed is as stated in the bylaws.

ARTICLE VII
OFFICERS

The names and address of the officers who will serve until the election of their successors are:

CLYDE C. QUINBY PRESIDENT/SECRETARY/TREASURER	3800 North Airport Road Naples, Florida 33942

ARTICLE VIII
INDEMNITY

The corporation shall defend, hold harmless and indemnify the directors, officers, members, employees and agents of the corporation against all expenses and liabilities, including attorney's fees, costs, judgments, fines and settlements, reasonably incurred or imposed as a result of any proceeding or threatened proceeding to which such person may become involved by reason of serving or having served the corporation at the request of the corporation; provided that unless the Board of Directors approves indemnification as being in the best interests of the corporation by a resolution setting forth the reasons for such approval duly adopted and recorded in the minutes of the corporation, no indemnification shall be permitted where a court of competent jurisdiction decides the party seeking indemnification was guilty of willful misfeasance or malfeasance in the performance of such person's duties. This

COLLIER COUNTY
RECORDED

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION

right to indemnification shall not be exclusive of any rights to which a person seeking indemnification might be entitled.

IN WITNESS WHEREOF, the undersigned incorporators have executed these articles of incorporation this 3rd day of March, 1992.

CLYDE C. QUINBY

CLYDE C. QUINBY III

ANDREW J. SALUAN

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 3rd day of March, 1992, by CLYDE C. QUINBY, CLYDE C. QUINBY III, and ANDREW J. SALUAN, who are all personally known to me and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: (SEAL)

ACCEPTANCE OF REGISTERED AGENT

I, VINCENT MURPHY, having been named as registered agent to accept service of process for Villages of Wyndemere Condominium Association, Inc., a Florida corporation not for profit, at the place designated in these articles, agree to act in this capacity and to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

VINCENT MURPHY

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

FILED
92 MAR -6 AM 9:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BYLAWS

OF

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1

IDENTITY

These are the bylaws of VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Collier County, Florida, and known as Villages of Wyndemere, a Condominium (the "Condominium").

1.1. Principal Office.

The principal office of the Association shall be at 3800 North Airport Road, Naples, Florida 33942, or at such other place as may be designated by the Board.

1.2. Fiscal year.

The fiscal year of the Association shall be the calendar year.

1.3. Seal.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation.

1.4. Definitions.

For convenience, these bylaws shall be referred to as the "Bylaws"; the articles of incorporation of the association as the "Articles"; the declaration of condominium for the condominium as the "Declaration"; "Members" shall mean the unit owners; and "Board" shall mean the board of directors of the Association. The other terms used in these bylaws shall have the same definitions and meaning as those set forth in Chapter 718, Florida Statutes, The Condominium Act (the "Act"), as well

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

ARTICLE II

MEETINGS OF MEMBERS AND VOTING

2.1. Annual meeting.

The annual meeting of the Members shall be held on the date and at the place and time as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

2.2. Special meetings.

Special meetings of the Members shall be held at such places as are provided for annual meetings and may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from Members holding at least ten percent (10%) of the voting interests. Requests for a meeting by the Members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice.

2.3. Notice of annual meeting.

Notice of the annual meeting shall be given to each Member at least fourteen (14) days and not more than sixty (60) days before the meeting. A copy of the notice of the annual meeting shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days before the meeting.

2.4. Notice of special meetings, generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings, generally, shall state the place, day and hour of the meeting and the purpose or purposes for

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which the meeting is called. The notice shall be given to all Members not less than ten (10) or more than sixty (60) days before the date of the meeting. A copy of the notice of a special meeting shall be posted in a conspicuous place on the Condominium property at least ten (10) days before the meeting.

2.5. Notice of budget meeting.

The Board shall mail a notice of the meeting and a copy of the proposed annual budget to the Members not less than thirty (30) days before the meeting at which the Board will consider the budget.

2.6. Notice of meeting to consider excessive budget.

If a budget adopted by the Board requires assessment against the Members for any calendar year exceeding one hundred fifteen percent (115%) of assessment for the preceding year, the Board, on written application of Members holding not less than ten percent (10%) of the voting interests, shall call a special meeting of the Members within not more than thirty (30) days and not less than ten (10) days after written notice to each Member.

2.7. Notice of meeting to consider recall of directors.

A special meeting of the Members to recall a director may be called by Members holding at least ten percent (10%) of the voting interests giving notice of the meeting as required for a special meeting of the Members.

2.8. Notice of meeting to elect directors.

Notice of a special meeting to elect a director or directors from Members other than the developer shall be given not less than thirty (30) days nor more than forty (40) days before before the meeting. The meeting may be called and notice given by any Member if the Association fails to do so.

2.9. Quorum.

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A quorum at meetings of Members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots may not be counted in determining a quorum.

2.10. Voting.

(a) Number of votes. In any meeting of Members, the owners of units shall be entitled to cast one (1) vote for each unit owned. The vote of a condominium unit is not divisible.

(b) Majority vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all Members for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger proportion of vote, in which case that larger proportion shall control.

2.11. Membership-designation of voting member.

Persons or entities shall become Members of the Association on the acquisition of fee title to a unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a unit in the Condominium. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any person designated in a written certificate filed with the secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership.

2.12. Proxies; Powers of Attorney.

Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items

that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. 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, and it may be revoked at any time at the pleasure of the member executing it. The proxy shall be signed by the member or members (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in 2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the Association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given. A person holding a power-of-attorney from a Member, properly executed and granting such authority, may vote on behalf of that Member.

2.13. Adjourned meetings.

If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14. Proof of Service and Waiver of notice.

All notices of meetings shall be in writing, and served either personally or by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address last furnished to the Association, with postage for notice of any special meeting, by whomever called, shall be an obligation of the Association. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of any meeting of the Association was mailed or hand delivered, in accordance with the provisions of the Act and these Bylaws, to each Member of the Association at the address last furnished to the Association. Members may waive their

right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15. Action by Members without a meeting.

Members may taken action by written agreement without a meeting, as long as written notice is given to the Members in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Members, or a larger proportion of the votes as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the Members.

2.16. Minutes of meetings.

The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives, and directors at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to secure copies of the minutes at their cost.

2.17. Order of business.

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

(a) Call to order
(b) Election of a chairman of the meeting, unless the president or vice president is present, in which case such officer shall preside
(c) Calling of the roll, certifying of proxies, determination of a quorum
(d) Proof of notice of the meeting or waiver of notice
(e) Reading and disposal of any unapproved minutes

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(f) Reports of officers
(g) Reports of committees
(h) Appointment of inspectors of election
(i) Determination of number of directors
(j) Election of directors
(k) Unfinished business
(l) New business
(m) Adjournment

2.18. Actions specifically requiring unit owner votes.

The following actions require approval by the Members and may not be taken by the Board acting alone:

(a) Amendments to the declaration, except those made by the developer adding a phase to the Condominium and recording a certificate of surveyor.

(b) Merger of two or more independent condominiums of a single complex to form a single condominium.

(c) Purchase of land or recreation lease.

(d) Cancellation of certain grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Members other than the Developer.

(e) Exercise of Option to purchase recreational or other commonly used facilities lease.

(f) Providing no reserves, or less than adequate reserves.

(g) Recall of directors.

(h) Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the Members.

2.19. Secret ballots, proxy.

Any vote to amend the Declaration to change the proportions of ownership in the common elements or the share of

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the common expense must be conducted by secret ballot. Members wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the secretary of the Association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the Members voting by proxy and announce the results.

ARTICLE III

DIRECTORS

3.1. Number and qualifications.

The affairs of the Association shall be managed initially by a board of three (3) directors selected by the developer. When Members other than the developer are entitled to elect a majority of the directors, the Board shall be composed of any odd number of directors that the Members may decide. The number of directors, however, shall never be less than three (3). Other than those selected by the Developer, directors must be either Members; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner, or beneficiaries of a trustee unit owner.

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3.2. Election of directors.

Directors shall be elected at the annual meeting of Members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than sixty (60) days before the annual meeting of the

Members, a nominating committee of three (3) Members shall be appointed by the Board and the committee shall nominate one (1) person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations may also be made from the floor.

3.3. Term.

Each director's term of service shall extend until the next annual meeting of the Members and thereafter until a successor is duly elected and qualified or until removed in the manner provided in 3.5. The Members, however, at any annual meeting after the developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of not more than three (3) years so that a system of staggered terms will be initiated.

3.4. Vacancies.

Except as to vacancies resulting from removal of directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the Members; irrespective of the length of the remaining term of the vacating director. Notwithstanding the foregoing, the Developer is authorized to replace any Director elected by the Developer, and the unit owners are authorized to replace any Directors elected by the unit owners.

3.5. Removal.

Any director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Members. Any vacancy on the Board thus created shall be filled by the Members of the Association at the same meeting. If more than a single director is subject to recall, there shall be a separate vote on the question to remove each director.

3.6. Disqualification and resignation.

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Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any director elected by the Members who is absent from more than three (3) consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board automatically, effective when accepted by the Board. Any director Member more than sixty (60) days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board.

3.7. Organizational meeting.

The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice, except notice to Members required by 718.112(2)(c), Florida Statutes.

3.8. Regular meetings.

The Board may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.9. Special meetings.

Special meetings of the Board may be called by the president and, in the absence of the president, by the vice president, and must be called by the secretary at the written request of a majority of the Board. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

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3.10. Waiver of Notice.

Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting of the Board shall constitute a waiver of notice of the meeting, except when the attendance of such director is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11. Quorum.

A quorum at the meeting of the directors shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaratrion, the Articles or these Bylaws.

3.12. Adjourned meetings.

If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting until a quorum is present. In the event of an adjourned meeting of the Board, notice must be posted on the condominium property at least forty-eight hours in advance.

3.13. No proxy.

There shall be no voting by proxy at any meeting of the Board.

3.14. Joinder in meeting by approval of minutes.

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

3.15. Meeting open to Members.

Meetings of the Board shall be open to all Members to attend and observe. No Member, however, shall be entitled to participate in the meeting unless specifically invited to do so by the Board. Notice of any meeting in which assessments

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against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.16. Presiding officer.

The presiding officer at Board meetings shall be the president or, in the absence of the president, the vice president, and in the absence of the vice president, the directors present shall designate any other director present to preside.

3.17. Minutes of meetings.

The minutes of all meetings of the Board shall be kept in a book available for inspection by Members or their authorized representative and directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make written notations from the minutes.

3.18. Executive committee.

The Board, by resolution, may appoint an executive committee to consist of three (3) or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have the power to:

(a) determine the common expenses required for the operation of the Condominium;
(b) determine the assessments payable by the Members to meet the common expenses of the Condominium;
(c) adopt or amend rules and regulations covering the details of the operation and use of the Condominium property;
(d) purchase, lease or otherwise acquire units in the Condominium in the name of the Association;
(e) approve or recommend to Members any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Members; or
(f) fill vacancies on the Board.

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Meetings of the executive committee shall be open to Members.

3.19. Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.20. Order of business.

The order of business at meetings of directors shall be:

(a) Calling of roll
(b) Proof of notice of meeting or waiver of notice
(c) Reading and disposal of any unapproved minutes
(d) Reports of officers and committees
(e) Election of officers
(f) Unfinished business
(g) New business
(h) Adjournment

3.21. Election of directors by Members other than the Developer.

(a) One third. When Members other than the Developer own fifteen percent (15%) or more of the units in any one (1) Condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third (1/3rd) of the directors.

(b) Majority. Members other than the Developer are entitled to elect not less than a majority of the directors at the earliest of:

(i) Three (3) years after fifty percent (50%) of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

(ii) three (3) months after ninety percent (90%) of the units that ultimately will be oeprated by the Association have been conveyed to purchasers; or

(iii) when all the units that ultimately will be operated by the Association have been conveyed, some

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of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(c) Developer member. The Developer is entitled to elect at least one (1) director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units that ultimately will be operated by the Association.

(d) Election. Within sixty (60) days after the Members other than the Developer are entitled to elect a director or directors, the Association shall call, and give notice of a special meeting of the Members to elect directors not less than thirty (30) days nor more than forty (40) days prior to the meeting. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

(e) Relinquishment of control. Either before or not more than sixty (60) days after the time that Members other than the Developer elect a majority of the directors, the Developer shall relinquish control of the Association and the Members shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Members and of the Association held or controlled by the Developer, including but not limited to those items specified in Chapter 718.301(4)(a)-(n), Florida Statutes.

(f) Compelling compliance. In any action brought to compel compliance with 718.301, Florida Statutes, regarding transfer of Association control and election of directors by Members other than the Developer, the summary procedure provided for in 51.011, Florida Statutes, may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) Early transfer. Nothing contained in this 3.21 shall be deemed to prevent the Developer from transferring control of the Association to Members other than the Developer before the occurrence of the events described in this section.

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3.22. Failure to elect director quorum.

If the Association or the Board fails to fill vacancies on the board sufficient to constitute a quorum, any member may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Members when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1. Manage the Condominium property.

4.2. Contract, sue or be sued.

After control of the Association is obtained by Members other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Members have elected a majority of the directors.

4.3. Rights of access to units.

The Association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for

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making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4. Make and collect assessments.

4.5. Lease and maintain the common elements.

4.6. Assert and foreclose liens for unpaid assessments.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7. Purchase unit.

In addition to its right to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey them.

4.8. Modify easements.

The Association, without the joinder of any Member, may modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the Condominium Property.

4.9. Purchase land or recreation lease.

Any land or recreation lease may be purchased by the Association on the approval of the owners of seventy-five percent (75%) of the units in the Condominium.

4.10. Acquire use interest in recreational facilities.

The Association may enter into agreements, acquire leaseholds, membership and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if: (a) they are intended to

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provide enjoyment, recreation or other use or benefit to the members and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.11. Authorize certain amendments.

If there is an omission or error in the Declaration or other document required by law to establish the Condominium, an amendment to the Declaration correcting that error may be approved as provided in 18.3. of the Declaration. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Members, unless the affected Members consent in writing.

4.12. Adopt rules and regulations.

The Association may adopt reasonable rules and regulations for the use of the common elements and recreational facilities serving the Condominium.

4.13. Maintain accounting records.

4.14. Obtain insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements.

4.15. Furnish annual financial reports to Members.

4.16. Give notice of liability exposure.

If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Members, who shall have the right to intervene and defend.

4.17. Provide certificates of unpaid assessment.

Any Member, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the Member's condominium parcel.

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4.18. Pay the annual fees due to the State of Florida.

4.19. Maintain records of Members and tenants.

4.20. Contract for management of the Condominium.

4.21. Pay taxes or assessments against the Condominium.

4.22. Pay costs of utilities services.

4.23. Employ personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.24. Levy fines.

The Board may levy fines against a unit as provided in 9.4. of the Declaration.

4.25. Authorize private use of the common elements.

The Board may authorize Members or others to use portions of the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed.

4.25. Repair or reconstruct improvements to the common elements.

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ARTICLE V

OFFICERS

5.1. Executive officers.

The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, a secretary and an assistant secretary. The officers shall be elected annually by the Board

and may be removed without cause at any meeting by a vote of a majority of all of the directors. 5.2. President.

The president shall be the chief executive officer of the Association, with all of the powers and duties that usually are vested in the office of the president of an Association, including but not limited to the power to appoint committees from among the Members to assist in the conduct of the affairs of the Association. The president shall preside at all meetings of the Board.

5.3. Vice president.

The vice president shall exercise the powers and perform the duties of the president in the absence or disability of the president, and shall assist the president and exercise those other powers and perform those other duties as shall be prescribed by the directors.

5.4. Secretary.

The secretary shall keep the minutes of all proceedings of the directors and the Members; attend to the serving of all notices to the Members and directors and other notices required by law; have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed; keep the records of the Association, except those of the treasurer; and perform all other duties incident to the office of the secretary of an Association and as may be required by the directors or the president.

5.5. Treasurer.

The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness; keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times; submit a treasurer's report to the Board at reasonable intervals; and perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

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5.6. Compensation.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a director as an employee of the Association or preclude the contracting with a director for the management of the Condominium.

ARTICLE VI

FISCAL MANAGEMENT

6.1. Board adoption of budget.

The Board shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least forty-five (45) days before the end of each fiscal year.

6.2. Budget requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

(a) Administration of the Association
(b) Management fees
(c) Maintenance
(d) Rent for recreational and other commonly used facilities
(e) Taxes on association property
(f) Taxes on leased areas
(g) Insurance
(h) Security provisions
(i) Other expenses
(j) Operating capital
(k) Fees payable to the Division of Florida Land Sales and Condominium
(l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing.

6.3. Notice of budget meeting.

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The Board shall mail a meeting notice and copies of the proposed annual budget to the Members not less than thirty (30) days before the meeting at which the budget will be considered. The meeting shall be open to all the Members.

6.4. Member rejection of excessive budget.

If a budget adopted by the Board requires assessment against the Members in any fiscal year exceeding one hundred fifteen percent (115%) of the assessment for the previous year, the Board, on written application of Members holding at least ten percent (10%) of the voting interests, shall call a special meeting of the Members within thirty (30) days as above provided in 2.5. At the special meeting, Members shall consider and enact a budget by not less than a majority vote of all Members. Provisions for reasonable reserves for repair or replacement of the Condominium property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the previous year.

6.5. Alternative budget adoption by Members.

At its option, for any fiscal year, the Board may propose a budget to the Members at a meeting of Members or in writing. If the proposed budget is approved by the Members at the meeting or by a majority of all Members in writing, the budget shall be adopted.

6.6. Budget restraints on Developer.

As long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the previous year's assessment without approval of a majority of all Members.

6.7. Accounting records and reports.

The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by Members or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each

assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of each fiscal year, the board shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

6.8. Depository.

The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors.

6.9. Fidelity bonding.

Any person who controls or disburses funds of the Association shall be bonded by a fidelity bond in the principal sum of not less than ten thousand dollars ($10,000.00). The cost of bonding shall be at the expense of the Association, unless otherwise provided by contract between the Association and an independent management company.

6.10. Annual election of income reporting method.

The Board shall make a determination annually, based on competent advice, the method for reporting the income of the association to the Internal Revenue Service, according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

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ARTICLE VII

ASSESSMENTS AND COLLECTION

7.1. Assessments, generally.

Assessments shall be made against the Members monthly. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds

shall be collected against members in the proportions provided in the Declaration. Members' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

7.2. Emergency assessments.

Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board thirty (30) days after written notice to the Members. These assessments shall be paid at the time and in the manner that the Board may require in the notice of assessment.

7.3. Charges for other than Common Expenses.

Charges by the Association against Members for other than common expenses shall be payable in advance. Charges for other than common expenses may be made only after approval of the Member to be charged or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a Member and other services furnished for the benefit of a Member.

7.4. Liability for assessments.

Each Member regardless of how title is acquired, shall be liable for all assessments coming due during the term of ownership. The Member and any grantee of the Member in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure, however, shall not be liable for unpaid assessments of previous owners unles those assessments are evidenced by a lien recorded before the foreclosed mortgage. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5. Assessments, amended budget.

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If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6. Collection: interest, application of payment.

Assessments and installments on them, if not paid within ten (10) days after the date due, shall bear interest at the rate of eighteen percent (18%) per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7. Lien for assessment.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Condominium parcel is located for a period of one (1) year, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien includes those assessments that are due at the time the lien is recorded and all unpaid assessments, interest, costs and attorney's fees which may accrued subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the condominium parcel recorded before it.

7.8. Collection: suit, notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of realproperty is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Member

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or by certified mail, return receipt requested, addressed to the Member.

ARTICLE VIII

ASSOCIATION CONTRACTS, GENERALLY

8.1. Fair and reasonable, cancellation.

Any contract made by the Association before the Members assume control from the developer must be fair and reasonable. All contracts for the operation, maintenance or management of the Condominium Property serving the Members, made by the Association, whether before or after assumption of control of the Association by the Members, must not be in conflict with the powers and duties of the Association or the rights of the Members. Contracts made by the Association before the Members assume control may be canceled by the Members after assumption of control in the manner and under the circumstances as provided in the Act.

8.2. Vending equipment.

The Developer may obligate the Association under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Members other than the Developer if the vending equipment leases or agreements contain certain provisions as prescribed by the Act.

8.3. Escalation clauses prohibited.

No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4. Maintenance and management contracts.

Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

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(a) Specification of the services, obligations, and responsibilities of the service provider.

(b) Specification of costs for services performed.

(c) An indication of frequency of performance of services.

(d) Specification of minimum number of personnel to provide the services contracted for.

(e) The disclosure of any financial or ownership interest that the developer has in the service provider, if the developer is in control of the Association.

ARTICLE IX

ROSTER OF MEMBERS AND MORTGAGEES

9.1. Rosters.

Each member shall file with the Association a copy of the deed or other instrument showing such Member's ownership of a unit, together with a copy of any mortgage on the unit and any satisfaction of that mortgage. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

ARTICLE X

COMPLIANCE AND DEFAULT

10.1. Violations, notice, actions.

In the case of a violation (other than the nonpayment of an assessment) by a Member of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board may transmit to the member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

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(a) File an action to recover for its damages on behalf of the Association or on behalf of other Members.

(b) File an action for injunctive relief requiring the offending Member to take or desist from taking certain actions.

(c) File an action for both damages and injunctive relief.

A Member may bring an action against the Association for damages, injunctive relief, or both, if the Association fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws of the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under 4.24. of these Bylaws.

10.2. Attorneys' fees.

In any action brought pursuant to the provisions of 10.1., the prevailing party is entitled to recover reasonable attorneys' fees.

10.3. No waiver of rights.

Neither a Member nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Member or the purposes of the provision, except that Members or directors may waive notice of specific meetings in writing.

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ARTICLE XI

ARBITRATION OF INTERNAL DISPUTES

11.1. Arbitration.

Internal disputes arising from the operation of the Condominium among Members, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to 718.112(2)(1), Florida Statutes. Each party to the dispute must first agree to the

arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed by Article X above.

ARTICLE XII

LIABILITY SURVIVES MEMBERSHIP TERMINATION

12.1. Liability.

Termination of membership in the Association shall not relieve or release a former Member from liability or obligation incurred with respect to the Condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former Member arising out of such membership and the covenants and obligations in respect to that membership.

ARTICLE XIII

LIMITATIONS OF LIABILITY FOR USE OF COMMON ELEMENTS

13.1. Limitations.

Each Member may be personally liable for the acts or omissions of the Association relating to the use of the common elements. That liability shall be shared with other Members in the same proportions as their respective interests in the common elements. No individual Member's liability shall exceed the value of such Member's unit.

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ARTICLE XIV

RULES AND REGULATIONS

14.1. Board may adopt.

The Board may adopt and amend, from time to time, reasonable rules and regulations governing the conduct of meetings of the Board and the Members of the Association, the use and operation of the common elements and recreational facilities serving the Condominium.

14.2. Posting and furnishing copies.

A copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Member. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule or regulation or amendment shall become effective immediately on posting.

14.3. Limitations on authority.

The Board may not unreasonably restrict the right of any Member to peaceably assemble or to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

14.4. Reasonableness test.

Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and comfort of the Members and shall be uniformly applied and enforced.

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ARTICLE XV

RESTRICTIONS ON USE, MAINTENANCE AND APPEARANCE OF UNITS

15.1. Where contained.

Restrictions on the use, maintenance and appearance of the individual Condominium units shall be stated in the Declaration and no amendments or additions shall be contained elsewhere than in the Declaration as adopted by a vote of the Members in the manner prescribed elsewhere in these Bylaws.

15.2. Tests for validity of restrictions.

Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Members shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVI

PRIORITIES IN CASE OF CONFLICT

16.1. Priorities.

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from the highest priority to the lowest as follows:

(a) The Act
(b) The Declaration
(c) The Articles
(d) The Bylaws
(e) The rules and regulations

ARTICLE XVII

INDEMNIFICATION

17.1. Indemnification.

Every person serving as an officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which such person may be a party, or in which such person may become involved by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time the expenses are incurred. Any person serving as an officer or director shall not be indemnified if such person is adjudged guilty of gross negligence or willful misconduct or is adjudged to have breached their fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the officer or director may be entitled.

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**VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.
BYLAWS**

ARTICLE XVIII

DEFECTIVE CONDOMINIUM DOCUMENTS, CURATIVE PROVISIONS

18.1. Curative Provisions.

The Association or a Member may petition the circuit court having jurisdiction in the county where the Condominium property is located to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and in which errors or omissions are not correctable by the amendment procedures in the declaration or in the Act. In any case, after three (3) years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

ARTICLE XIX

AMENDMENTS

19.1. Amendments.

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

19.2. Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

19.3. Adoption.

An amendment may be proposed either by a majority of the Board or by Members holding not less than ten percent (10%) of the voting interests. The amendment shall be adopted if it is approved either by: (a) Members holding not less than sixty-seven percent (67%) of the voting interests and by not less than sixty-seven percent (67%) of the Board; or (b) by the Members holding not less than eighty percent (80%) of the voting interests.

19.4. Limitation.

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No amendment shall be made that is in conflict with the Act or the Declaration or the Articles, nor shall any amendment abridge, alter or amend the rights of the developer or mortgagees of units without their consent.

19.5. Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws. The certificate shall be executed by the president or vice president and attested by the secretary or assistant secretary 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 the county where the Condominium is located.

19.6. Format.

Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New works shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."

19.7. Amendment by Implication.

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent and in compliance with the provisions of the Act, as it may from time to time be amended.

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ARTICLE XX

CONSTRUCTION

20.1. Construction.

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

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.
BYLAWS

The foregoing were adopted as the Bylaws of Villages of Wyndemere Condominium Association, Inc. on the 31st day of March, 1992.

VILLAGES OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.

(CORPORATE SEAL)

BY: _____
President

ATTEST:

_____
Secretary

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VILLAGES OF WYNDEMERE, A CONDOMINIUM

SCHEDULE OF SHARES

Villages of Wyndemere, a Condominium is a phase condominium to be developed in eleven phases. If all phases are fully completed there will be 44 condominium units located in eleven buildings. Phase I will contain 4 units; each subsequent phase through Phase II will contain 4 units each. As each phase is created the relative shares in ownership of the common elements and responsibility for payment of the common expenses will change. The changes are as follows:

Phase Numbers	Number of Units in Phase	Total number of Units after Phase	Shares Per Unit
1	4	4	1/4
2	4	8	1/8
3	4	12	1/12
4	4	16	1/16
5	4	20	1/20
6	4	24	1/24
7	4	28	1/28
8	4	32	1/32
9	4	36	1/36
10	4	40	1/40
11	4	44	1/44

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EXHIBIT E

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA