

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

SECOND AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
WYNDEMERE

Note: Proposed new language is shaded (other than headings), deleted language shown in struck through type.

THIS SECOND AMENDED AND RESTATED DECLARATION is made this 19th day of MAY, 1999, by WYNDEMERE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit authorized to do business in the State of Florida, hereinafter called the "Master Association," for itself and its successors, grantees and assigns.

P R E M I S E S:

WHEREAS, upon certain real property located in Collier County, Florida, has been created a residential planned development of single-family homes, multi-family structures and related recreational and other common facilities and amenities, known as Wyndemere; and

WHEREAS, the real property which has been developed as Wyndemere (the "Community" or "Lands") is described in Exhibits "A", "B" and "C" to this Declaration; and

WHEREAS, to preserve, protect and enhance the values of the property and amenities in the Community, and the general health, safety and welfare of the residents, Wyndemere Farms Development, Inc., hereinafter referred to as "Declarant", deemed it desirable to subject the Community to certain protective covenants, conditions and restrictions, hereinafter referred to as the "original Declaration", which covenants, conditions and restrictions were originally recorded on April 30, 1981 in Official Records Book 916, Page 1080 et seq. of the Public Records of Collier County, Florida. The original covenants, conditions and restrictions were amended by various amendments and then amended and restated by Declarant in Official Records Book 1615, Page 1533 et seq. of the Public Records of Collier County, Florida. The original Declaration and all subsequent amendments including the first amendment and restatement shall hereinafter be referred to as "Prior Covenants"; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth in said covenants, conditions and restrictions, the Master Association was incorporated; and

WHEREAS, Declarant no longer controls the Master Association and the power to amend the Prior Covenants is vested solely in the members of the Master Association; and

DECLARATION

1

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Retn:
DEBOEST KNUDSEN ET AL
600 FIFTH AVE S #301
NAPLES FL 34102

2505044 OR: 2570 PG: 2109
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
07/14/1999 at 02:26PM DWIGHT E. BROCK, CLERK

RRC FRB

235.50

WHEREAS, the Master Association desires to amend and restate the Prior Covenants as hereinafter set forth. The term "Declaration", as used hereinafter, shall mean and refer to this Second Amendment and Restatement. The Prior Covenants are hereby superceded; and

WHEREAS, this Declaration was approved by at least three-fourths (3/4ths) of the voting interests at a duly called meeting held April 12, 1999 for which notice was given on February 26, 1999. Of 634 total voting interests, 416 votes were needed for passage. 534 voting interests were present and voted in favor of this Declaration. No votes were cast against it.

NOW THEREFORE, the Master Association hereby declares that the Lands described in Exhibits "A", "B" and "C" hereto, shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any part thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof. The acquisition of fee simple title to a Lot or Unit, or the lease, occupancies or use of an portion thereof, shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and an agreement to be bound by its terms. Absence of specific reference to this Declaration in any subsequent conveyance or other transfer of property in Wyndemere shall not excuse the grantee or transferee from full compliance herewith, nor may any Owner of property in Wyndemere waive or otherwise avoid liability for the assessments hereinafter provided for by the asserted non-use of the property and facilities of the Master Association. Nothing herein contained, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. No additional property is being made subject to covenants by this Declaration.

ARTICLE I DEFINITIONS

1. The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Master Association, as they may exist from time to time.

1.2 "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee as established and empowered in Article VI of this Declaration.

1.3 "Board of Governors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Master Association's affairs, and is the same body referred to in Chapter 617, Florida Statutes, as the "Board of Directors."

1.4 "Community, Lands" or "Wyndemere" shall mean and include the real property described in Exhibits "A", "B" and "C" attached hereto.

DECLARATION

2

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

1.5 "**Condominium Unit**" or "**Unit**" shall mean and refer to any Condominium Unit designated as such within any condominium created within Wyndemere, pursuant to the applicable condominium documents. Thus, as of the present, there are eighty-five (85) "Units" within that certain condominium known as The Commons of Wyndemere, A Condominium, Section One; fifty-three (53) "Units" within that certain condominium known as Courtside Commons at Wyndemere; forty-two (42) "Units" within that certain condominium known as Ambleswood; and (8) "Units" within that certain condominium known as The Villages at Wyndemere. The term "Unit" shall also mean any proposed residential units which are not officially created as condominium units by applicable condominium documents, but which are planned for development as condominiums. Once property is actually submitted to the condominium form of ownership, the term "Unit" shall mean and refer solely to the condominium units created by the applicable condominium documents.

1.6 "**Country Club**" shall mean Wyndemere Country Club, Inc., a Florida corporation not for profit, which owns and operates the Golf Course, Clubhouse and attendant facilities and improvements located within Wyndemere. All Owners shall be members of the Country Club and must be accepted for membership in the Country Club as a condition of ownership of a Lot or Unit.

1.7 "**Declaration**" shall mean and refer to this Second Amendment and Restatement.

1.8 "**Development Plan**" shall mean and refer to the Wyndemere P.U.D. approved by appropriate government agencies for the development of Wyndemere, as amended or implemented from time to time.

1.9 "**Family**" shall mean one adult natural person occupying a Residence, that person's spouse, if any, and their unmarried children who regularly reside with them, if any.

1.10 "**Golf Course**" shall mean the parcel of land owned by Wyndemere Country Club, Inc. designated as the Golf Course on the Development Plan to be utilized as such pursuant to membership in the Wyndemere Country Club.

1.11 "**Governing Documents**" shall mean this Declaration and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Master Association and the ARC Standards. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed above.

1.12 "**Guest**" means any person who is physically present in, or occupies a Residence on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.13 "**Institutional Lender**" shall mean and refer to:

- A. a lending institution having a first mortgage lien upon a Lot or Unit, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate

DECLARATION

investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, a life insurance company; or

- B. a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans including without limitation the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Unit.

An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Lot or Unit.

1.14 "Lease" when used in connection with a Residence, means the grant by the Owner of a temporary right of use of the Residence for valuable consideration. "Lessee" or "Tenant" shall be a person who holds a lease of a Residence and all persons occupying a Residence therewith.

1.15 "Master Association" shall mean and refer to Wyndemere Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.16 "Master Association Expenses" shall mean and refer to the expenses of administration, maintenance and operation of the Master Association and the Master Association Property.

1.17 "Master Association Property" shall mean and refer to those tracts of land, together with any improvements thereon, consisting generally of roads, green areas and pathways which are owned from time to time by the Master Association. The term "Master Association Property" shall also include non-owned land for which the Master Association has maintenance responsibilities. The Master Association shall have maintenance responsibility for the green area within the Livingston Road Right-of-Way from Golden Gate Parkway to the Wyndemere entryway and for the landscaped Wyndemere sign area that is located on the East side of Livingston Road at the intersection of Livingston Road and Golden Gate Parkway unless and until such responsibility is transferred to Collier County or other governmental entity. The Master Association shall also have maintenance responsibilities for any properties determined by the Board of Governors to be in the best interest of the Members to be maintained by the Master Association. The term "Master Association Property" shall also include any personal property acquired by the Association if said property is designated as "Master Association Property" by the Master Association.

1.18 "Member" shall mean and refer to all those who are Members of the Master Association as provided in Article II hereof.

1.19 "Neighborhood" shall mean and refer to any detached single family home, attached townhouse, condominium, villa or other sub-area development located in Wyndemere.

1.20 "Neighborhood Association" shall mean and refer to a Florida corporation not for profit which is the mandatory membership property owners association, homeowners association, condominium association or any other such entity, their successors and assigns for any particular Neighborhood. The

DECLARATION

4

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

term "Neighborhood Association" shall have the same meaning as the term "Section Association" as it may appear in Neighborhood Covenants.

1.21 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased, or the use of which has been granted to a Neighborhood Association for the use of its Members. If a Neighborhood is a condominium, the term "Neighborhood Common Area" shall refer to the common elements of the condominium and any real property owned by the condominium association.

1.22 "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument and applicable to one or more specific Neighborhoods but not to all Neighborhoods. If a Neighborhood is a condominium, the term "Neighborhood Covenants" shall refer to its Declaration of Condominium. The term "Neighborhood Covenants" also includes the Articles of Incorporation and Bylaws of the Neighborhood Association.

1.22 "Occupy" when used in connection with a Residence, means the act of being physically present in the Residence on two or more consecutive days, including staying overnight. An "Occupant" is one who occupies a Residence.

1.23 "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Collier County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot or Unit, located within the Community. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.24 "Property" or "Properties" shall mean and refer to a Unit or Lot.

1.25 "Public Records" shall mean and refer to the Public Records of Collier County, Florida.

1.26 "Residence" shall mean and refer to any residential structure including a single family detached or attached dwelling unit located on a Lot or a Unit, located within Wyndemere and intended for occupancy by one family or household. If a Residence is a free standing or attached single family home or villa located on a Lot, the use of the term "Residence" shall be interpreted as if the term was followed immediately by the words "and the Lot upon which it is located" and shall include all improvements on the Lot, including garages, driveways, fencing and landscaping, unless the context otherwise requires.

1.27 "Residential Lot" or "Lot" shall mean and refer to any single platted lot within the Community upon which a single family residence including without limitation, a detached single family home or an attached townhouse or villa dwelling may be constructed. The term "Lot" shall also include any unplatted portion of land within the Community upon which a Residence may be constructed pursuant to the Development Plan, however, a Lot shall not include land submitted to the condominium form of ownership. The term "Lot" includes Lots improved by the construction of a Residence and any Lot that has not been improved by the construction of a Residence, so long as it is likely that a Residence will be

DECLARATION

constructed upon it in the future. If more than one platted Lot has been used for the construction of one Residence, such Lots shall be considered as one Lot for purposes of this Declaration. It is intended that the term "Lot" shall be construed so that the number of Lots within the Community, plus the number of Units within the Property shall be equal to the total number of Residences that are built or may be built within Wyndemere pursuant to the Development Plan. The sum of Lots plus Units shall not exceed 634 unless additional property is made subject to this Declaration as provided in Article III, Section 9, hereof.

1.28 "**Voting Interests**" shall mean and refer to the arrangement established in the Bylaws of the Association by which Owners of each Lot or Unit within Wyndemere collectively are entitled to one (1) vote in Association matters. The votes of those Owners who are also members of Neighborhood Associations shall at all times be cast by the Master Association Governor who represents the particular Neighborhood Association, as further provided in the Bylaws.

ARTICLE II MASTER ASSOCIATION

Section 1. Membership. Every Owner, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest in a Lot or Unit, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the Bylaws and other Rules and Regulations of the Master Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the Bylaws and other Rules and Regulations of the Master Association. No Owner of a Lot or Unit, whether one (1) or more persons, shall have more than one (1) membership per Lot or Unit. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall terminate. Membership shall be conferred on the transferee as provided in Section 2 below. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 2. Member Qualifications; Change of Membership. Membership shall become effective after all the following events have occurred:

- A. Approval for membership in the Country Club.
- B. Recording in the Public Records of a deed or other instrument evidencing legal title to the Owner.
- C. Delivery to the Master Association of a copy of the recorded deed or other instrument of title.

DECLARATION

6

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Following written approval by the Country Club, a change of membership in the Master Association shall be established by the new Member's membership becoming effective as provided above. At that time, the membership of the prior Owner shall automatically terminate.

Section 3. Termination of Membership. The termination of membership in the Master Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Master Association during the period of his membership, nor does it impair any rights or remedies which the Master Association may have against any former Owner or Member arising out of or in any way connected with such ownership or membership and the covenants and obligations incident thereto.

Section 4. Voting Rights. The voting rights of all Members shall be exercised and the number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as provided in the Articles and Bylaws.

Section 5. Board of Governors. The Master Association shall be governed by a Board of Directors (the members thereof referred to as "Governors") as provided in the Articles and Bylaws of the Master Association. The Board of Governors shall not be required to obtain a vote of Members on any matter, except as required by this Declaration, the Articles of Incorporation, Bylaws or applicable law.

Section 6. Interpretation. The provisions of the Governing Documents of the Master Association shall be interpreted by the Board of Governors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of the Governing Documents of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the preservation and protection of Wyndemere.

ARTICLE III FUNCTIONS OF THE MASTER ASSOCIATION

Section 1. Powers and Duties. The powers and duties of the Master Association shall include those set forth in the Articles, the Bylaws and this Declaration.

Section 2. Obligation of the Master Association. The Master Association shall be obligated to carry out its powers and duties specified in Section 1 of this Article to the extent such powers and duties can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments, as desired or required. The functions and services which the Master Association is authorized to carry out or to provide, as set forth herein or the Articles or Bylaws, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Governors.

DECLARATION

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Section 3. Mortgage and Pledge. The Board of Governors of the Master Association shall have the power and authority to mortgage the property of the Master Association and to pledge the revenues of the Master Association as security for loans made to the Master Association which loans shall be used by the Master Association in performing its functions.

Section 4. Irrigation Operations. The cost of non-golf course irrigation operations within Wyndemere shall be billed solely to those Properties which have connected to the master irrigation system. Each Property is obligated to connect to the Master irrigation system at the time a Certificate of Occupancy is issued for the Residence located thereon. The operational cost of the irrigation system shall not be billed to Properties not connected to the master irrigation system, nor shall the operational cost be made a part of the regular Master Association assessment so as to increase the Master Association assessment for Members who own Properties which are not connected to the master irrigation system. At such time as all Properties within Wyndemere have been connected to the system, the operation costs shall be made part of the regular Master Association assessment. The Master Association shall not be liable to any Owner or Neighborhood Association for any interruption in irrigation services, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on a Lot or Neighborhood Common Area caused by providing or not providing irrigation services.

Section 5. Trash Collection Service. Currently, trash collection services within Wyndemere are divided between Collier County and the Master Association. For so long as the Master Association continues to provide trash collection services, the operational cost of such services shall be billed in accordance with the system developed by the Board of Governors. Amounts charged by the Master Association shall be in addition to any fees or assessments levied by Collier County for those services which it provides. The operational cost of the trash collection system shall not be made a part of the regular Master Association assessment so as to increase the Master Association assessment for Members who own unimproved Lots or unbuilt Units.

Section 6. Non-Interference With Development Activity. The Master Association shall be obligated to operate the Master Association and the Master Association Property in such a manner that such operation does not interfere with the orderly residential development and construction of residential Properties within Wyndemere.

Section 7. Cooperation With Country Club. The Master Association shall have the power to assist and cooperate with the Country Club in the promotion of Wyndemere and the sale of Lots and Units therein. To accomplish this purpose, the Master Association may compile, reproduce and disseminate a list of Lots and Units available for sale, may take other reasonable actions and may expend Master Association funds for these purposes.

Section 8. Merger and Consolidation. Upon a merger or consolidation of the Master Association with another association, the Master Association Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Master Association Property as a surviving corporation pursuant to a merger. Except for amendments adopted in

DECLARATION

8

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

the manner provided in this Declaration no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

Section 9. Addition of Property. Upon approval by three-fourths (3/4ths) of the voting interests of the Master Association and subject to applicable zoning, the owner of any other real property who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Master Association, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary or convenient, in the judgment of the Master Association, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Exhibits "A", "B" and "C" except as may be consistent with the Declaration. Notice to Members of any proposal to add property shall be given in accordance with the Bylaws.

Section 10. Condemnation or Eminent Domain. In the event of a proposed taking of Master Association Property by condemnation of eminent domain or in the event the Board of Governors determines, in its sole discretion, that proposed or pending actions by Collier County or any other political subdivision or agency has a potentially adverse effect on Wyndemere or its residents, the Board of Governors shall have the power and authority, to the extent permitted by law, to negotiate or litigate with the condemning authority for the purpose of realizing just compensation for the taking or to otherwise ameliorate the effect on the Community. All expenses incurred by the Master Association for these purposes shall be Master Association Expenses, regardless of whether those expenses are ultimately recoverable from the condemning authority. Whenever all or any part of the Master Association shall be taken by condemnation or conveyed in lieu thereof and under threat of condemnation, the award made for such taking shall be payable to the Master Association, as trustee for all Members. If the taking involved a portion of the Master Association Property upon which improvements have been constructed then unless within sixty (60) days of such taking at least three-fourths (3/4ths) of the voting interests shall otherwise agree (after notice as provided in the Bylaws), the Board of Governors shall restore or replace such improvements so taken on the remaining Master Association Property to the extent lands are available therefor, in accordance with plans approved by the ARC. If the taking does not involve any improvements on Master Association Property, or if a decision is made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Master Association and used for such purposes as the Board of Governors shall determine, in its sole discretion.

ARTICLE IV EASEMENTS

Section 1. Appurtenant Easements. There is reserved to the Owner of each Unit and Lot, their Guests, Lessees and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and Bylaws of the Master Association and the Rules and Regulations promulgated by the Master Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Master Association Property, such use and

DECLARATION

enjoyment to be shared in common with the other Owners of Units and Lots, their Guests, Lessees and invitees subject to the Declaration as it may be amended from time to time, Rules and Regulations promulgated by the Master Association and any restrictions or limitations imposed by law.

Section 2. Utility Easement. There is reserved to the Master Association and its designees a perpetual easement upon, over, under and across the Community for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, cable television service, electronic security systems, street lights, roads, walkways, signage and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing the Community; provided that the exercise of this easement shall not unreasonably interfere with a Lot or Unit or the use thereof.

Section 3. Service Easement. There are reserved to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Master Association to service the Property, and to such other persons as the Master Association from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Master Association Property. Notwithstanding anything to the contrary contained in this Section, no services, electrical lines, water lines, cable installations or other utilities may be installed or relocated within Wyndemere except as may be approved in advance by the Master Association.

Section 4. Golf Course Water Management System. Maintenance and operation of the water management system for Wyndemere shall be pursuant to and in accordance with the terms and conditions of that certain Drainage and Irrigation Agreement dated the 30th day of June, 1988 by and between Wyndemere Farms Development Inc.; Master Association; Wyndemere Golf and Country Club, Inc., a Florida corporation; Wyndemere Country Club, Inc., a Florida corporation not for profit; and Wyndemere Services, Inc., a Florida corporation, as such Drainage and Irrigation Agreement shall be modified and amended by Wyndemere Country Club, Inc., and Master Association from time to time.

Section 5. Golfing Easement. There is granted to the Country Club, its successors and assigns and mortgagees, a golf course maintenance easement on each Lot and any of the Lands adjacent to any fairway of the Golf Course. This easement shall permit the Country Club, at its election, to go onto any such fairway Lot or Lands at any reasonable hour and 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 the easement. This golf course maintenance easement shall be limited to that portion of such Lots or Lands within thirty (30) feet of the boundary line of the Lot or Lands bordering the Golf Course; provided, however, that the above described maintenance and landscaping rights apply to an entire Lot until such time as there has been filed with the ARC approved plans for the construction of a Residence. Until such time as the Residence is constructed on the Lot, there is hereby granted an easement to permit authorized, registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball subject to the official rules of the course, without such entering and playing being deemed

DECLARATION

10

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

a trespass. After a Residence is constructed upon a Lot, such easement shall be limited to that portion of the Lot included in the golf course maintenance easement, and recovery of balls only, not play, shall be permitted in such easement. Golfers or their caddies shall not be permitted to enter on any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot or Lands or in any way commit a nuisance while on such Lot or Lands. After construction of a Residence on a Lot which abuts a golf course fairway, "out of bounds" markers may be placed on the Lot at the expense of the Country Club.

Section 6. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. **Right to Borrow Money.** The right of the Master Association, in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Master Association Property and providing the services authorized herein.
- B. **Power to Impose Restrictions.** The Board of Governors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Community shall not make such restrictions unreasonable. The Board of Governors may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce Rules and Regulations concerning the operation of motorized vehicles, including speed and parking restrictions. The Master Association shall have no liability to any person for failure by an Owner or the Owner's family, Guest, invitee, employee or Tenant to obey any posted speeding limit.
- C. **Right to Convey Master Association Property.** The right of the Master Association to give, dedicate or sell all or any part of the Master Association Property, (including leasehold interest therein) to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Master Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4ths) of the voting interests of the Master Association. Notice shall be given to all Members in accordance with the Bylaws. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Master Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Master Association Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 7. Country Club Easement. There is reserved to the Country Club, its employees and agents, and to the Master Association, its employees and agents, an easement as hereinafter described: The

DECLARATION

11

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

easement area shall be over an area five (5) feet wide which shall be adjacent to the perimeter of the property owned by the Country Club. The easement area shall extend from the perimeter of the property owned by Country Club in an outward direction for a distance of five (5) feet and shall be located upon those various properties made subject to this Declaration. In those areas where the perimeter of the Country Club property runs through a lake which is partially within and partially without the Country Club property, the five (5) foot easement area shall run in an outward direction from the shoreline of the lake and not from the perimeter of the Country Club's property line.

The easement shall be a non-exclusive easement and shall be for the purpose of enabling the Master Association and the Country Club to perform maintenance on the Country Club property, when such maintenance cannot be conveniently performed from the Country Club property. Notwithstanding the foregoing, the owners of the easement area shall have no right to use the easement area to gain access to any lake wholly or partially located within the property owned by the Country Club except as may be specifically permitted by the rules established by the Country Club.

The easement granted herein shall not prevent the owners of the easement area from constructing improvements therein, if otherwise permitted by the applicable County Ordinances and this Declaration.

The easement granted herein is for the purpose of enabling the Master Association to maintain vegetation and to enable the Country Club to maintain lake shorelines.

In consideration of the fact that the Country Club has, by a separate instrument, undertaken to be primarily responsible for the over all Wyndemere drainage system, and for other good and valuable consideration, the Master Association agrees and represents to the Country Club that the Master Association shall maintain the Country Club property in those areas where the Country Club property cannot be conveniently maintained from the Country Club property because of the narrowness of the distance between lake shorelines and the outside perimeter of the Country Club property. The Master Association also agrees to maintain the easement area to the shoreline of any lake which is partially located upon properties made subject to this Declaration. The covenants of the Master Association are not intended for the benefit of any party other than the Country Club and nothing herein is meant to relieve Owners of the easement area from the Owner's responsibility to maintain their own property. The agreements of the Master Association as expressed in this paragraph, are meant to establish responsibility only as a last resort in those cases where other parties should maintain the area involved but are not doing so.

Notwithstanding Article IX, Section 3 of the Declaration, the provisions of this Amendment shall not be further amended or changed without the joinder of the Country Club.

ARTICLE V ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot or Unit shall, by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) annual assessments; (2) special assessments; and (3)

DECLARATION

12

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

charges, all fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and charges together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment and charges, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. Except as provided in Section 9 below, whenever title to a Lot or Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments and charges not paid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover any amounts from the previous Owner. The liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any Master Association Property, or by the abandonment of the property against which the assessment was made. Assessments shall be due and payable during any period of suspension. No diminution or abatement of assessments or charges or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association to take some action or perform some function required to be taken or performed by the Master Association under the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. In the case of co-ownership of a Lot or Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment or charge.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used for the protection and enhancement of the recreation, health, safety and general welfare of the residents and Owners of Wyndemere, for the improvement, maintenance, enhancement and operation of the Master Association Property, and to provide services which the Master Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, payment of the costs to acquire labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions when deemed desirable by the Board of Governors to provide services of general benefit to the Owners either on a community-wide basis or otherwise, or for such other purposes and uses as are authorized by the Governing Documents, as amended from time to time. As further provided in the Bylaws, the Master Association may establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for contingencies or unbudgeted operating expenses, cash short falls, capital expenditures, deferred maintenance or insurance deductibles. Reserves shall be calculated by taking into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost.

The Master Association shall also have the right, but not the obligation, to install, maintain and replace landscaping and street lighting along the swale and median areas of dedicated rights-of-way within Wyndemere and to erect and maintain thereon a gatehouse and administration office. The cost of any installation, maintenance, replacement and/or improvement described in this Paragraph shall be a Master Association Expense, to be funded through the annual assessments.

DECLARATION

13

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Section 3. Proportion and Amount of Annual Assessments. Each Owner shall pay an annual assessment equal to his proportionate share of the Master Association Expenses. The proportionate share of Master Association Expenses for each Owner shall be determined by multiplying the Master Association Expenses by a fraction, the numerator of which is equal to the total number of Lots and Units owned by said Owner and the denominator of which is equal to the total number of Lots or Units then subject to this Declaration.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Master Association may levy, in any assessment year, special assessments applicable to that year only for the purposes: of acquiring ownership interests in real property within Wyndemere; defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Master Association Property, including fixtures and personal property related thereto; or for any unanticipated, unbudgeted operating expenses, provided that any such special assessments which would exceed that year's annual assessment shall have been first approved by two-thirds (2/3rds) of the voting interests, after notice as provided in the Bylaws.

Section 5. Due Date. The Board of Governors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, e.g. paying of the entire annual assessment in advance or in monthly or quarterly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 6. Annual Budget; Roster; Optional Neighborhood Association Collection. The Board of Governors of the Master Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Lot and Unit which shall be made available to all Owners as required by law as further provided in the Bylaws. Written notice of the assessment shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The Master Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. With respect to all persons other than the Owner, such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge an administrative fee for the preparation of a Certificate in an amount determined by the Board of Governors from time to time. With respect to Units or Lots, the Master Association shall have the option to require Neighborhood Associations to collect and timely remit to the Master Association any and all Master Association assessments due from its members. Such election by the Master Association shall not constitute a waiver by the Master Association of the lien rights against Owners provided for in Section 7 below.

Section 7. Effect of Non-Payment of Assessment; Lien. The annual assessments and any special assessments levied pursuant to the provisions hereof, together with interest thereon, costs of collection, including reasonable attorneys fees as herein provided, are hereby declared to be a charge on each Lot and Unit and shall be a continuing lien against the Lot or Unit against which it is assessed. If any assessment is not paid on or before the past due date specified herein, then such assessment shall become delinquent and the Owner of the Lot or Unit subject to such delinquent assessment shall be referred to as "Defaulting Owner". A Defaulting Owner shall also be personally liable to the Master Association for the payment of amounts assessed against him or her and for all costs of collecting the same plus interest at the highest

DECLARATION

14

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

non-usurious rate allowed by law and if no such rate is specified by law, then at eighteen (18%) percent per annum. The Master Association may also charge a late payment fee in an amount determined from time to time by the Governors, not to exceed \$100.00 per installment. In the event the amounts assessed against the Defaulting Owner are not paid within twenty (20) days of the date of assessment, the Master Association may proceed to enforce and collect said assessments against the Defaulting Owner in any manner provided for by law of the State of Florida, including foreclosure and sale of the Defaulting Owner's Lot, Residence or Unit as provided in Section 8 below.

Section 8. Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Master Association's lien may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Master Association may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

Section 9. Priority of Lien. Unless otherwise provided by Florida law as amended from time to time, the Master Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots and Units that the lien of a condominium association for unpaid assessments under Section 718.116, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Master Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Residence shall be subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. The Master Association's lien shall take priority over that of a Neighborhood Association.

Section 10. Lawn and Landscape Charges. If the Board of Governors decides that it is in the best interest of Wyndemere to provide a uniform high standard of maintenance for all the property within the Community, the Master Association may require all Neighborhood Associations responsible for maintenance of Neighborhood Common Areas to each separately contract with the Master Association to provide lawn and landscape maintenance services on a non-profit basis. The selection of a specific subcontractor, if such is used, must be mutually agreeable to both the Neighborhood Association and the Master Association. The fees paid to the Master Association for these services shall not be part of the annual assessments, but shall be paid to the Master Association by each Neighborhood Association as part of its operating expenses, and shall become part of the assessments levied by each Neighborhood Association against its members.

Section 11. Bulk Television Services. If the Board of Governors contracts for basic cable or satellite programming services in bulk for all Lots and Units in Wyndemere, the costs of such services shall become part of the annual assessments levied by the Master Association.

DECLARATION

15

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Section 12. Other Charges. Any charge by the Master Association by law or by the Governing Documents to be imposed on less than all of the Lots and Units shall not be part of the annual assessments. Payment may be enforced as provided in Sections 7 and 8 hereunder.

ARTICLE VI RESTRICTIONS ON OCCUPANCY AND USE OF LAND

Section 1. Architectural Control. All property subject to this Declaration is subject to architectural and plan review. This review shall be in accordance with this Article and such standards as may be promulgated by the ARC ("ARC Standards" or "Standards"). The Board of Governors shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction the decisions of the ARC. The Board of Governors shall have the right to record a Notice of Lis Pendens in the Public Records against any Lot or Unit, the Owner of which is a defendant in any enforcement action filed by the Master Association. The Board shall further have the right to lien Lots and Units for actionable violations of this Declaration, the standards promulgated by the ARC and decisions of the ARC. Said lien shall include, but not be limited to, remedial action taken by the Master Association, costs and prevailing party legal fees incurred by the Master Association in prosecuting its claim; including those at all levels of appeal. No construction, which term shall include within its definition, clearing, excavation, grading and other site work, and no exterior alteration or modification of existing improvements including that of the landscaping (plants, grass, hedges, trees and shrubs) shall take place except in strict compliance with this Article, until the requirements below have been fully met and until the written approval of the ARC has been issued. For the purposes of this Article VI, no ARC approval shall be required for any repair, replacement, repainting and refurbishment of building, driveway, fence, landscaping or other structure provided that any repainting is exactly the same as the existing color and that all other work duplicates existing improvements in all respects, including, but not limited to, the quality of material and appearance and is not in violation of any Neighborhood Covenants or the Governing Documents. Any decision made by the ARC that work performed or to be performed constitutes an exterior alteration or modification requiring approval shall be binding on all parties. The ARC may establish reasonable fees to be charged for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. The ARC may also establish reasonable deposits to be paid by the Owner and/or Owner's contractor to ensure that the construction will be in accordance with approved plans and specifications, that it will be completed in a timely fashion and to protect against damage to Master Association Property. The ARC, in its discretion, may establish preliminary procedures for architectural review whereby an Owner or Owner's agent may meet with the ARC for the purpose of exhibiting to such body preliminary concepts or drawings for the contemplated construction and in order to assist such Owner or Owner's agent in formulating a design which will comport with the set of standards of the ARC. Such discussions shall not be binding on the ARC. All Residences and other improvements shall be constructed and/or built in accordance with the plans and specifications submitted to the ARC.

- A. **The ARC.** The ARC is a committee of Master Association Board of Governors and shall have jurisdiction over all construction on any part of Wyndemere whether by an Owner, a Neighborhood Association or the Master Association. The ARC shall consist of five (5) persons, of which three (3) must be residents of Wyndemere. The Board of Governors of

DECLARATION

16

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

the Master Association shall appoint the members of the ARC and shall pay all costs for services rendered by such members.

- B. Requirement For ARC Approval; Application of Neighborhood Standards. It is understood that the Neighborhood Covenants which are applicable to a particular Neighborhood ("Neighborhood Standards") may contain or provide for the adoption of design and development guidelines which are specific to that Neighborhood. Each Neighborhood Association may, but shall not be obligated to, form its own architectural review committee ("Neighborhood ARC"). If it does not, the Neighborhood Association shall approve all improvements and modifications made by Owners in accordance with its Neighborhood Covenants. For Lots and Units located in a Neighborhood, it is contemplated that the architectural review process will be two-tiered. First, the Owner shall obtain approval of his Neighborhood ARC (or Neighborhood Association Board of Directors if no ARC has been appointed). If the Neighborhood disapproves the plans, the proposed improvement or modification shall stand disapproved and shall not be considered by the ARC. If it is approved, the Neighborhood shall, within ten (10) days of its decision, forward it to the ARC for consideration. If the Neighborhood fails to approve or disapprove the proposed improvement or modification within the time specified in the Neighborhood Covenants or standards, (or thirty (30) days from the date of submission if the Neighborhood Covenants are silent on the subject) the improvement or modification shall be considered approved at the Neighborhood Association level and the Owner shall forward the plans and specifications therefor to the ARC for consideration within ten (10) days of the expiration of the period for the Neighborhood to approve or disapprove. The decision of the Neighborhood shall be considered by the ARC but shall not be binding upon it. In determining whether to issue its approval, the ARC shall determine whether the plans and specifications are consistent with this Declaration, its Standards as well as the Neighborhood Standards. The Neighborhood Standards may impose additional or stricter requirements than those of the ARC Standards and will be enforced unless wholly inconsistent with the ARC Standards, which determination shall be in the sole discretion of the ARC. For property located in a Neighborhood, no improvement or modification subject to review pursuant to this Article shall be deemed approved until both the Neighborhood Association ARC (or Neighborhood Association, if there is no Neighborhood ARC) and the ARC have approved or failed to approve or disapprove the plans and specifications therefor as provided in this Article. All decisions of the ARC shall be enforced by the applicable Neighborhood Association as well as by the Master Association.
- C. Incomplete or Insufficient Submission. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.
- D. Scope of Review; Limits of Liability. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and material and similar finishes when approving or disapproving

DECLARATION

17

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

proposed construction, however, the ARC shall not be responsible for the reviewing any design or plan from the standpoint of structural safety or conformance with building or other codes, and its approval shall not involve such considerations, nor shall it incur any liability in connection with the failure of the improvements to meet any codes or otherwise be determined to be unsafe.

- E. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval.
- F. Variance. The ARC may authorize variance from compliance with any of its Standards and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Paragraph, the inability to obtain the issuance of any permit, or the terms of any financing shall not be necessarily be considered a hardship warranting a variance.
- G. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Standards and procedures promulgated by the ARC may be excluded from Wyndemere by the ARC without liability to any person. Any deposits paid are also subject to partial or total forfeiture. Prior to exclusion of any contractor or subcontractor for violations of the Standards or procedures, the contractor or subcontractor shall have the right to a hearing before the Board of Governors.
- H. Right to Inspect: Enforcement. Subject to reasonable notice for occupied Residences, there is specifically reserved unto the ARC the right of entry and inspection upon any Lot, Condominium, or Unit for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions applicable to the Lot, Condominium or Unit. The Master Association is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, and reasonable attorney's fees, including at any trial and appellate levels, and the same shall be assessable and collectible in the same manner as any assessment provided for in this Declaration. The Master Association shall indemnify and hold harmless each member of the ARC from all

DECLARATION

18

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

costs, expenses and liabilities, including attorney's fees, incurred by virtue of any service by a member of the ARC.

- I. Failure by ARC to Act. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form for its approval, then within thirty (30) days after written request for approval or disapproval is delivered to the ARC pursuant to Paragraph B above, then such approval of the ARC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, the ARC Standards, or applicable Neighborhood Covenants, including any Neighborhood Standards, or which violates any applicable zoning or building ordinances or regulations.
- J. Enforcement of Covenants and Abatement of Violations. There is specifically reserved unto the ARC a reasonable right of entry and inspection upon any Residential Lot or Condominium Unit for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. With respect to the requirements of this Article VI, the ARC and/or the Master Association are specifically empowered to enforce the provisions of this Article and all rules, regulations and standards made pursuant to the authority granted herein by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and its members from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ARC's service as a member of the ARC.
- K. Approval of Setbacks and Locations. The ARC shall in all cases have the right to determine and designate building setback lines necessary to conform to the Development Plan of Wyndemere, in order to preserve the integrity of Wyndemere. The ARC shall also have the right to approve the location of improvements on the Lots and the location of Condominium buildings and improvements on land that is, or is planned to be, submitted to the condominium form of ownership, in order to insure that each Residence will be situated so as to preserve views for other residences and to preserve the natural vegetation to the maximum extent possible. In these respects, the ARC's judgment and determination shall be final and binding.
- L. Completion of Improvements. After approval by the ARC, residential construction shall be prosecuted diligently until completion without stopping, completion to occur within a reasonable time as determined by the ARC. Construction of residences shall commence within twelve (12) months after conveyance of the Lot from the owner/builder to the

DECLARATION

19

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Member and shall be completed within twenty-four (24) months after conveyance of said Lot unless such period(s) is extended by the ARC, in its sole discretion.

Section 2. Nuisances, Golf Course Boundaries. Owners and occupants of Lots or Units shall not suffer, permit or maintain in or on their premises, conditions or activities which interfere with peaceful and quiet occupancy by other Owners. That portion of any Lot or Unit which is within fifty (50) feet of the boundary line of the Golf Course shall be developed and maintained in conformity with the overall landscape pattern for the Golf Course. Residences and other improvements may be constructed within this fifty (50) feet area, provided such improvements are approved by the ARC and are not otherwise prohibited by this Declaration or by applicable governmental regulations. Owners who abut the Golf Course shall refrain from any actions which would detract from the playing qualities of the Golf Course or the development of the overall landscaping plan for the entire Golf Course area. Such prohibited actions shall include but shall not be limited to the burning of trash, the maintenance of unfenced dogs or other pets or other interference with play on the Golf Course.

Section 3. Parking and Vehicular Restrictions.

- A. Parking. No motor vehicle of any kind (including commercial vehicles and trucks) other than a four wheel passenger automobile, sport utility vehicle, or passenger van, shall be parked in Wyndemere for a period exceeding eight (8) hours, unless such vehicle is kept in a closed garage or screened from view from all portions of Wyndemere by a fence or landscaping approved by ARC. For the purposes of this Paragraph, "commercial vehicles" shall mean those which are not designed for customary, personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. No boat, boat trailer or other trailer of any kind, camper, mobile home, golf cart or disabled vehicle shall be permitted in Wyndemere unless kept in a closed garage or screened from view from all portions of Wyndemere by a fence or landscaping approved by ARC. No maintenance or repair shall be done upon or to any vehicle (including four wheel passenger automobiles), except within a closed garage (except in an emergency). Nothing herein shall prohibit the establishment by the Master Association of an area within Wyndemere designated and available for the storage of prohibited vehicles if the establishment of such storage facility is otherwise permitted by applicable government regulation and the ARC. No vehicle shall be parked anywhere but on paved areas intended for the purpose. Parking on lawns or landscaped areas is prohibited. These restrictions shall not preclude the temporary parking within Wyndemere of necessary service or construction related vehicles.

- B. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of other restrictions contained herein or in the Rules and Regulations promulgated by the Board of Governors may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Master

DECLARATION

26

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean boats, campers, mobile homes, motor homes, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Residential Use. No Lot or Unit shall be used for other than a Residence occupied by a single family. No building other than one single family Residence shall be erected, altered, placed or permitted to remain on any Lot. No business or commercial activity shall be conducted in or from any Lot or Unit. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Residence or from handling his personal, business or professional telephone calls or written correspondence in and from his Lot or Unit. Such uses are expressly declared customarily incident to residential use.

Section 5. Ownership and Conveyance of Residential Lots or Condominium Units.

- A. Lots and Units may be sold or conveyed to an individual or individuals, or to corporations, trusts, estates, or other legal entities. However, a membership in the Country Club must be sold to an individual designated by the Owner of the Lot or Unit, subject to the designated individual qualifying, under criteria established for membership admission as a member of the Country Club. It is the intention herein to require, except as otherwise specifically set forth herein, that one separate Membership in the Country Club be held in conjunction with the ownership of each Lot or Unit in Wyndemere. The Country Club membership rights for an individual who acquires a second Residence shall be as provided in the Bylaws of the Club, as amended from time to time.
- B. In the event a Lot or Unit is owned by a party other than an individual or individuals, the Master Association shall have the right to enact reasonable restrictions on the occupancy of said Lot or Unit by persons who are not members of the Country Club when the member of the Country Club is not also in occupancy. Such restrictions may include limitation on the number of non-Club members who may occupy said Lot or Unit during a given period of time. This paragraph is included herein because business entities may tend to give occupancy privileges to a number of different people and the use of the Community by a series of different people may detract from the residential character of Wyndemere.
- C. Ownership and any transfer of ownership of a Lot or Unit subjects the membership in the Country Club owned and held in conjunction with such Lot or Unit to the redemption procedure set forth in the Bylaws of the Country Club. The requirement set forth herein, that property conveyances in Wyndemere be combined with a membership in the Country Club, is due to the nature of the residential property in

DECLARATION

21

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Wyndemere and its relationship to the golf course and other amenities in Wyndemere owned by the Country Club; and is intended to preserve the integrity of the Wyndemere Community as a part of a golf course community. Wyndemere was designed as a golf course centered development wherein the Country Club is an integral part of the landscaping ambience and wherein the Master Association and the Country Club share the responsibility of maintaining the Community to a high standard of excellence. This responsibility also includes joint easements and cooperative agreements which particularly affect the interface between the Country Club, Master Association Property and other Properties within Wyndemere. Furthermore, maintenance of the lakes and provision of drainage and irrigation water to the Community are the responsibility of the Country Club. Therefore, ownership of a Residence in Wyndemere and a resident membership in the Country Club comprise a "single living leisure package".

- D. Upon a mortgage lender acquiring title to a Lot or Unit within Wyndemere through foreclosure or deed in lieu of foreclosure, it shall give written notice to the Country Club of its intent either: to reside in the subject Lot or Unit, in which event the mortgage lender's ability to continue to own and hold such Property shall be subject to an individual designated by the mortgage lender applying for and becoming a member of the Country Club; or to convey such Property to a transferee who shall apply for and become a member of the Country Club. In either event, the holder of legal title shall be responsible for the payment of dues and minimum usage fees to the Country Club in accordance with the Country Club bylaws.

Section 6. Maintenance and Repair. Each Owner, Lessee or Occupant shall maintain at all times in good condition and repair, subject to the regulations of the Master Association, all interior and exterior portions of their Lot and Unit and the improvements made thereon including lawn or landscaping or garden areas, except as otherwise provided in Article V, Section 10 hereof. The responsibility of the Owners relative to the maintenance of electrical components of improvements shall be limited to those items of electrical conduit, wire, switches, fixtures and equipment located on the building side of the electric meter servicing the same but not including the meter itself. The power company shall be responsible for electrical service from and including the meter to and including the source of power to Wyndemere. The Owner's responsibility relative to plumbing components of improvements constructed upon Lots shall be limited to the repair and maintenance of those plumbing items, lines and components which lie within the boundaries of the Lots. In the event any Owner fails to comply with the terms of this paragraph, the Master Association shall have the right to perform or cause to be performed, the maintenance required and to assess the Owner for all costs.

Section 7. Subdivision or Structural Changes. No Lot or Unit shall be divided or subdivided, nor shall any structural alterations or changes be made to the Residence located on said Lot or Unit without prior approval of the ARC. Any subdivision or combination of Lots shall be consistent with zoning and/or easement restrictions affecting the Lot(s).

DECLARATION

22

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Section 8. Antennas, Satellite Dishes, Air Conditioners and other Installations. Without the prior permission of the ARC, no wires, TV antennas, satellite dishes, air conditioners, aerials or structures of any sort shall be erected, constructed or installed on the exterior of any building, Lot, or Condominium. No Owner shall permit any exposed or outside storage or storage containers. As provided under applicable federal law, certain antennas, aerials, satellite dishes and other reception apparatus may be installed prior to architectural approval by the ARC, provided that the ARC may require any such improvements to be relocated or screened for safety or to maintain the aesthetic appearance of Wyndemere. Owners are encouraged to contact the ARC prior to locating or installing satellite dishes and aerials. The Master Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of Wyndemere, should any such master system or systems be utilized and require any such exterior apparatus.

Section 9. Clothes Drying Areas. No clotheslines, hangers or drying facilities shall be permitted or maintained on the exterior of any improvement, except with the approval of the ARC, and no clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

Section 10. Trash and Garbage. No Owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the Owner's Residence or on the Master Association Property, except in those receptacles approved by the ARC.

Section 11. Partition Prohibition. No Lot or Unit shall be the subject of a partition action in any Court of the State of Florida, if such action would result in different parts of said Lot or Unit being owned by different Owners. All Owners do by their acceptance of a conveyance of such Lot or Unit, waive any right to maintain or bring such action.

Section 12. Signs. No signs of any type shall be maintained, kept or permitted on any part of Wyndemere or in or on any Lot or Unit where the same may be viewed from the Community, except for signs approved by the ARC.

Section 13. Garage Sales. No garage sale, estate sale, flea market, auction, or similar event shall be held from any portion of Wyndemere.

Section 14. Driveways, Walkways and Mailboxes. All driveways, sidewalks, post lights and mailboxes shall be maintained in the style and color originally established or approved in accordance with this Article. The ARC will adopt a uniform style and color for sidewalk mailboxes and direct wire post lamps within the Community or any Neighborhood. The ARC may also require that replacement mailboxes and/or post lamps be purchased through the Master Association. If an Owner refuses to replace a mailbox or post lamp when required, upon written notice to the Owner, the Master Association shall have the right but not the obligation to replace it and charge the Owner for the cost of same.

Section 15. Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with this Article.

DECLARATION

23

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Section 16. Animals and Pets. No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any portion of Wyndemere, except that dogs, cats or other usual and common household pets may be kept in a reasonable number determined by the Board of Governors in its discretion, provided they are not permitted to roam the Community. All pets shall be controlled by the Owner at all times. Those pets which endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Residences shall be removed upon request of the Board within three (3) days of written request, provided if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Community. No pets shall be kept, bred or maintained on any Lot or Unit for commercial purposes. Household pets shall at all times whenever they are outdoors be confined on a leash and kept under control at all times or carried by a responsible person. Pets shall not be permitted on Master Association Property (except streets or walkways). All persons bringing a pet into property of others shall be responsible for removing any solid waste of the pet. Owners in a particular Neighborhood shall also comply with any additional or more restrictive animal pet provisions of that Neighborhood.

Section 17. Nuisances. No portion of Wyndemere shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on any portion of Wyndemere that will emit foul or obnoxious odors or that will cause any noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of Wyndemere, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance, or nuisance to any person using any portion of Wyndemere. There shall not be maintained any plants or animals or device or thing of any sort which activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the environment of Wyndemere. Except as may be conducted by the Master Association, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within Wyndemere.

Section 18. Rules and Regulations. The Master Association shall have the power to promulgate Rules and Regulations concerning the use of Lots and Units and Master Association Property. All Owners, their invitees, Tenants and Guests shall be obligated to abide by such Rules and Regulations.

ARTICLE VII INSTRUMENT OF CONVEYANCE

Subsequent to the recording of the original Declaration of Covenants, Conditions and Restrictions in the Public Records of Collier County, Florida, each and every conveyance is subject to the herein contained covenants, conditions and restrictions and in the instrument of said conveyance shall recite the Official Records Book and page numbers wherein the original Declaration of Covenants, Conditions and Restrictions is recorded in the Public Records. These restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the owners thereof and their successors, successors-in-title, designees, grantees and assigns.

DECLARATION

24

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

ARTICLE VIII ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

Every Owner, and all Guests, Tenants and Occupants, shall at all times comply with Chapter 617, Florida Statutes, and the Governing Documents. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Master Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Each Owner and the Owner's Tenants, Guests, and invitees and the Master Association are governed by, and must comply with Chapter 617 and the Governing Documents. Actions in law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Master Association or by an Owner against:

- A. The Master Association;
- B. An Owner;
- C. Any Governor or officer of the Master Association who willfully and knowingly fails to comply with these provisions; and
- D. Any Tenants, Guests, or invitees occupying a Lot or Unit or using the Master Association Property.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Article does not deprive any person of any other available right or remedy.

Section 1. Enforcement Action. Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation or to recover damages, or both, and against the property to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Self-help Remedies. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Master Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the property where such violation or breach exists and summarily abate and remove at the expense of the Owner of the property, any construction or other violation that may be or exist thereon. The Master Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

Section 3. Suspension of Master Association Use Rights; Fines. The Master Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's Tenants, Guests, or invitees, or both, to use Master Association Property and facilities. The Master Association may also levy reasonable fines not to exceed \$100 per violation, against any Owner or any Tenant, Guest or invitee. Each day of a continuing violation may be considered by the Board of Governors to be a separate violation

DECLARATION

25

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

with only one notice and hearing required. The maximum fine for a continuing violation shall be \$50,000.00, unless applicable law mandates a lower amount, in which case that amount shall apply.

- A. A fine of suspension may not be imposed without notice of at least fourteen (14) days to the persons sought to be fined or suspended and an opportunity for a hearing before a hearing panel of at least three (3) members, appointed by the Board, who are not officers, Governor, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, Governor or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.
- B. The requirements of this Section do not apply to the imposition of suspensions or charges upon any Owner because of the failure of the Owner to pay assessments or other charges when due, if such action is authorized by the Governing Documents.
- C. Suspension of use rights in the Master Association Property shall not impair the right of an Owner or Tenant of a Lot or Unit to have vehicular and pedestrian ingress to an egress from the Lot or Unit, including, but not limited to, the right to park.
- D. Collection of Fines. A fine shall be treated as a special charge due to the Master Association ten (10) days after written notice from the Master Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.
- E. Application. All monies received from fines shall become part of the common surplus.
- F. Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Master Association may otherwise be entitled to recover at law from such Owner.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of the Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Master Association, each Neighborhood Association, and any Owner, their respective legal representatives, heirs, successors, personal representatives, and assigns and mortgagees, for a period of thirty (30) years from the date the original Declaration was recorded (April 30, 1981). Upon the expiration of said thirty (30) year period the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with the Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an

DECLARATION

26

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

additional ten (10) year period; provided, however, that there shall be no renewal or extension of the Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4ths) of the voting interests vote in favor of terminating the Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate the Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given to all Members in accordance with the Bylaws. In the event that the Master Association votes to terminate the Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating the Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records, and may be relied upon for correctness of the facts contained therein as they relate to the termination of the Declaration.

Section 2. Amendments by Members. Amendments to this Declaration may be proposed by the President or by a majority of the Board of Governors. Thereupon, the Declaration may be amended at any time provided that three-fourths (3/4ths) of the voting interests vote in favor of the proposed amendment provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given to all Members in accordance with the Bylaws. If any proposed amendment to the Declaration is approved by the voting interests as set forth above, the President and Secretary of the Master Association shall execute a certificate of amendment to this Declaration which shall set forth the amendment, the date of the meeting at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall become effective upon recording in the Public Records.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when hand delivered or mailed with the proper postage affixed to the last known address of the person or entity who appears as Owner in the Public Records. Notice to one of two or more co-Owners of a Lot or Unit shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if notice was given to his predecessor in title.

Section 4. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the

DECLARATION

2/1

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5. **Termination of Declaration.** Should the voting interests of the Master Association vote not to renew and extend this Declaration as provided for herein, all Master Association Property at such time be transferred to a Trustee appointed by the Circuit Court of Collier County, Florida, which Trustee shall sell the Master Association Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Collier County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Master Association Property, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Master Association Property. The excess of proceeds, if any, from the sale of the Master Association Property shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in Master Association Expenses.

Section 6. **Tax Status.** Notwithstanding anything contained herein to the contrary, the Master Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 7. **Context.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 8. **Construction of Provisions.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of Wyndemere.

DECLARATION

28

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

Wyndemere Homeowners
IN WITNESS WHEREOF, Association, Inc., has caused these presents to be executed in
its name and its corporate seal to be affixed by its proper officers on the day and year first above written.

Attest:

Wyndemere Homeowners
Association, Inc.

Wilson Gearhart
Wilson Gearhart, Secretary

By Harold L. Yepsen
Harold L. Yepsen, its President

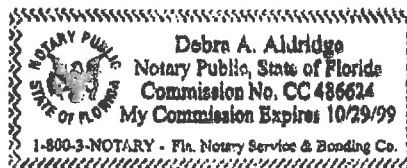
(SEAL-FLORIDA
CORPORATION NOT
FOR PROFIT)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 19 day of May, 1999,
by Harold L. Yepsen, President and Wilson Gearhart, Secretary of Wyndemere Homeowners Association,
Inc., a Florida corporation not for profit, on behalf of the corporation.

Notary Public-State of Florida:

Sign Debra A. Aldridge
Print Debra A. Aldridge
Personally Known ✓; or Produced
Identification _____ Type of Identification
Produced: _____
Affix Seal Below:



DECLARATION

29

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTH AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

JOINDER

Wyndemere Country Club, Inc., a Florida corporation not for profit, hereby joins in the foregoing Second Amendment and Restatement of Declaration of Covenants Conditions and Restrictions of Wyndemere as required therein.

Attest:

Wyndemere Country Club, Inc.
A Florida corporation not for profit


, its Secretary

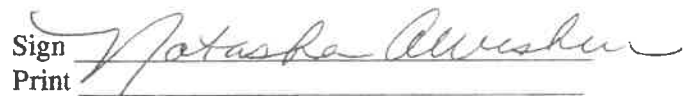
By: 
its President

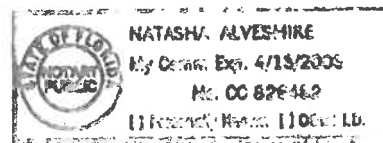
(SEAL - FLORIDA CORPORATION
NOT FOR PROFIT)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of June, 1999,
by Donald J. York, President and Peter Rubinton, Secretary
of Wyndemere Country Club, Inc., a Florida corporation not for profit, on behalf of the corporation.

Notary Public-State of Florida:

Sign 
Print _____
Personally Known ☒; or Produced
Identification _____ Type of Identification _____
Produced: _____
Affix Seal Below:



DECLARATION

30

DeBOEST, KNUDSEN, STOCKMAN, WISEMAN, DECKER & DRYDEN, P.A.
600 FIFTE AVENUE SOUTH, SUITE 301 * NAPLES, FLORIDA 34102

EXHIBIT A

1. All of that property described in Exhibit A of the Declaration of Covenants, Conditions and Restrictions of Wyndemere recorded in OR Book 916, page 1080, Public Records of Collier County, Florida.
2. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 955, page 981, Public Records of Collier County, Florida.
3. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 990, page 20, Public Records of Collier County, Florida.
4. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1165, page 1113, Public Records of Collier County, Florida.
5. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1170, page 747, Public Records of Collier County, Florida.
6. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1191, page 2016, Public Records of Collier County, Florida.
7. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1200, page 800, Public Records of Collier County, Florida.
8. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1233, page 1789, Public Records of Collier County, Florida.
9. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1239, page 379, Public Records of Collier County, Florida.
10. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1269, page 2359, Public Records of Collier County, Florida.
11. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1277, page 1350, Public Records of Collier County, Florida.
12. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1284, page 1095, Public Records of Collier County, Florida.

13. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1287, page 2257, Public Records of Collier County, Florida.
14. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1351, page 1968, Public Records of Collier County, Florida.
15. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1362, page 1497, Public Records of Collier County, Florida.
16. All that property described in Exhibit A of the Supplemental Declaration recorded in OR Book 1454, page 316, Public Records of Collier County, Florida.

a:\wyhexh

EXHIBIT B

All that property described in Exhibit B of that Declaration of Covenants, Conditions and Restrictions of Wyndemere recorded in OR Book 916, page 1080, Public Records of Collier County, Florida.

EXHIBIT C

All that property described in Exhibit C of that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Wyndemere recorded in OR Book 1566, page 735, Public Records of Collier County, Florida.