

Prepared by and returned to:

Becker & Poliakoff, P.A.
Gregory W. Marler, Esquire
4001 Tamiami Trail North, Suite 410
Naples, Florida 34103

**CERTIFICATE OF RECORDATION/AFFIDAVIT FOR PRESERVATION OF
COVENANTS AND CONDITIONS UNDER MARKETABLE RECORD TITLE ACT**

MAHOGANY BEND ASSOCIATION, INC.

COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:

1. Affiant is Gregory W. Marler, Florida Bar No. 0715514, an attorney duly licensed to practice law in the State of Florida.
2. Affiant serves as counsel to Mahogany Bend Association, Inc. ("Association").
3. Association is a homeowners' association as defined in Chapter 712, Florida Statutes, servicing The Lodgings (also known as Mahogany Bend), as described in the Declaration of Covenants, Restrictions and Easements for The Lodgings, recorded at O.R. Book 1111, Page 1722 *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time.
4. Attached as **Exhibit "1"** to this Certificate of Recordation/Affidavit is the "NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), has been duly executed by Association.
5. Attached as **Exhibit "2"** is the original Declaration of Covenants, Restrictions and Easements. The Declaration of Covenants, Restrictions and Easements, as amended from time to time, is being preserved and extended pursuant to Section 712.06(1)(d), Florida Statutes, for a period of thirty (30) years from the date of this filing. The current, operative Declaration of Covenants, Restrictions and Easements is the Amended and Restated Declaration of Covenants, Restrictions and Easements recorded at O.R. Book 2633, Page 1638 *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time, which is incorporated herein by reference. The Declaration of Covenants, Restrictions and Easements, as amended from time to time, is being preserved and extended pursuant to Section 712.06(1)(d), Florida Statutes, for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice of amendments to the Declaration of Covenants, Restrictions and Easements, and other documentation pertaining to the property encumbered by the Notice that should be examined in connection with the preservation of the aforementioned covenants, specifically the following, which are incorporated herein by reference:
 - (a) Amendment to the Bylaws, recorded at O.R. Book 1566, Page 1769, *et seq.*, of the Public Records of Collier County, Florida.

- (b) Amendment to the Declaration of Covenants, Restrictions and Easements, recorded at O.R. Book 1606, Page 251, *et seq.*, of the Public Records of Collier, County, Florida.
- (c) Amendment to the Bylaws, recorded at O.R. Book 1930, Page 1761, *et seq.*, of the Public Records of Collier, County, Florida.
- (d) Amended and Restated Declaration of Covenants, Restrictions and Easements, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, recorded at O.R. Book 2633, Page 1638, *et seq.*, of the Public Records of Collier, County, Florida.
- (e) Amendment to the Amended and Restated Bylaws, recorded at O.R. Book 3025, Page 1172, *et seq.*, of the Public Records of Collier, County, Florida.
- (f) Amendment to Exhibit E of the Declaration of Covenants, Restrictions and Easements (the "Standards"), recorded at O.R. Book 4890, Page 3210, *et seq.*, of the Public Records of Collier, County, Florida.

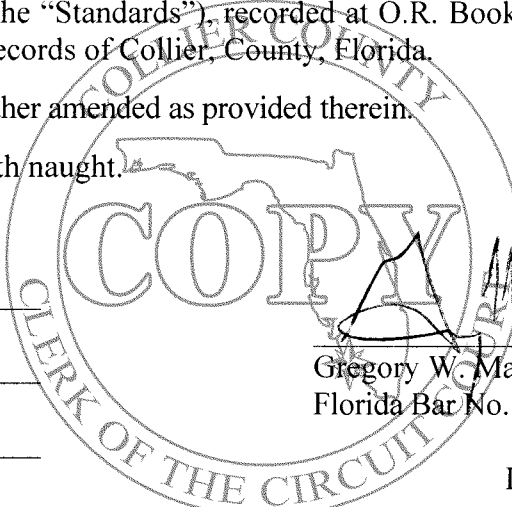
Said Declaration may be further amended as provided therein.

FURTHER AFFIANT sayeth naught.

WITNESSES:

Christi R. Ortiz
 Signature
 Christi R. Ortiz
 Printed Name

Gregory W. Marler
 Signature
 Gregory W. Marler, Esquire
 Florida Bar No. 0715514



S. Caves
 Signature
 S. Caves
 Printed Name

Date: 11-6-14

STATE OF FLORIDA :
 : SS
 COUNTY OF COLLIER :

The foregoing instrument was acknowledged before me this 6th day of November 2014, by Gregory W. Marler, Esquire, who is personally known to me.



Serena Ittenbach
 Signature
 Notary Public
Serena Ittenbach
 Printed Name of Notary

My Commission Expires: 11-21-2018
ACTIVE: 6372165_1

**NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name of the entity filing this Notice is **Mahogany Bend Association, Inc. (f/k/a The Lodgings Association, Inc.)** (the "Association"), a Florida corporation, not-for-profit, whose mailing address is **98 Wyndemere Way, Naples, Florida 34105**. The Articles of Incorporation were originally filed in the office of the Secretary of State on the 4th day of October 1984. The Association has been organized for the purpose of operating and administering the community known as **The Lodgings (also known as Mahogany Bend)**, pursuant to the Declaration of Covenants, Restrictions and Easements for **The Lodgings**, which were filed of record on December 5, 1984, at O.R. Book 1111, Page 1722 *et seq.*, of the Public Records of Collier County, Florida, and which have been amended from time to time.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. This Notice shall confirm that the Board of Directors of the Association approved the preservation of the recorded covenants and restrictions contained in the Declaration of Covenants, Restrictions and Easements for The Lodgings, originally recorded at O.R. Book 1111, Page 1722 *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time, by at least two-thirds of the members of the Board of Directors of the Association pursuant to Section 712.05(1), Florida Statutes.

4. The lands affected by this Notice are depicted and legally described as follows:

The Lodgings of Wyndemere, Section One, as described in Plat Book 13, Pages 8-12, Collier County Public Records, attached as **Exhibit B**.

5. The real property interest claimed under this Notice is the right to preserve for thirty (30) years from the date of this filing those certain covenants, restrictions and agreements described below:

(a) Declaration of Covenants, Restrictions and Easements for The Lodgings recorded on December 5, 1984, at O.R. Book 1111, Page 1722 *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time in accordance with the terms, provisions and conditions thereof.

Exhibit "I"

MAHOGANY BEND ASSOCIATION, INC.

Suzanne E. Gephart
Witness Signature

BY: Ronny Wahl, President
Ronny Wahl, President

SUZANNE E. GEPHART
Printed Name

Date: October 21, 2014

Heather Goodwin
Witness Signature

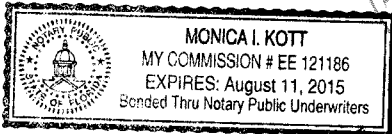
Heather Goodwin
Printed Name

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Collier :

Sworn to (or affirmed) and subscribed before me this 21st day of October
2014, by Ronny Wahl, as President of Mahogany Bend Association Inc., a Florida Corporation.
He is personally known to me or who has produced
(type of identification) as identification.



Monica I. Kott
Notary Public

Printed Name: Monica I. Kott

My commission expires: 8-11-15

**AFFIDAVIT OF MAILING OF NOTICE TO ASSOCIATION MEMBERS
AND MAILING OF STATEMENT OF MARKETABLE TITLE ACTION
TO ASSOCIATION MEMBERS**

I, the undersigned, President for Mahogany Bend Association Inc. ("Association") whose name appears at the bottom of this affidavit do hereby swear and affirm that the Notice of Special Meeting of Board of Directors for Preservation of Covenants and Restrictions Under Marketable Record Title Act held on October 21, 2014, at 3:00 P.M., at Conference Room, Wyndemere Homeowners Association, Inc., 98 Wyndemere Way, Naples, Florida 34105, a copy of which is attached hereto, was mailed (or hand-delivered) to each Association Member on October 13, 2014 at the address last furnished to the Association, as such address appears on the books of the Association. The Statement of Marketable Title Action, which was considered and approved at the Special Meeting of the Board of Directors, was included in the above-referenced Notice.

Sworn to this 13 day of OCTOBER 2014.

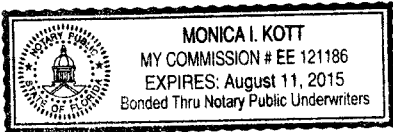
MAHOGANY BEND ASSOCIATION, INC.

BY: Ronny Wahl

Ronny Wahl, President

STATE OF Florida
COUNTY OF Collier:

Sworn to (or affirmed) and subscribed before me this 13th day of October 2014, by Ronny Wahl, as President of Mahogany Bend Association Inc., a Florida Corporation. He is personally known to me or who has produced _____ (type of identification) as identification.



Monica I Kott
Notary Public

Printed Name: Monica I. Kott

My commission expires: 8-11-15

ACTIVE: 6172184_1

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS
FOR PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of Mahogany Bend Association, Inc. will hold a special meeting on *October 21, 2014 at 3:00 P.M., at Conference Room, Wyndemere Homeowners Association, Inc., 98 Wyndemere Way, Naples, Florida 34105.* The sole agenda item at the Special Meeting of the Board of Directors will be a vote on preservation of recorded covenants and restrictions in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board.

**STATEMENT OF
MARKETABLE TITLE ACTION**

Mahogany Bend Association, Inc. (the "Association") has taken action and will be taking further action to ensure that the Declaration of Covenants, Restrictions and Easements for The Lodgings recorded on December 5, 1984, at O.R. Book 1111, Page 1722 *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Collier County, Florida. Copies of this notice are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

MAHOGANY BEND ASSOCIATION, INC.

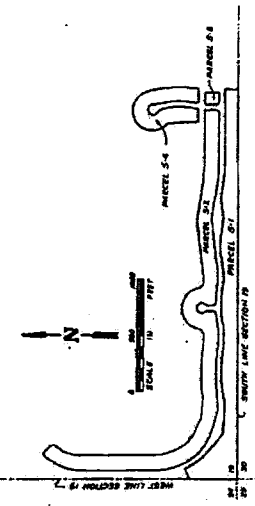
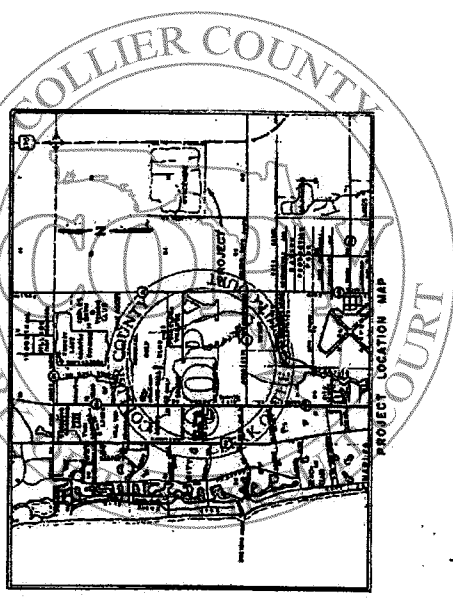
By: 
Ronny Wahl, President

THE LODGINGS OF WYDEMERE SECTION ONE

COUNTY APPROVALS
Collier County Registrar
Collier County Clerk
Collier County Sheriff
Collier County Board of Commissioners

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

A SUBDIVISION OF PARCEL S-1, PARCEL S-2, PARCEL S-3 AND PARCEL S-4
OF THE WYDEMERE TRACT MAP AS RECORDED IN PLAT BOOK 13, PAGES
3, 4, 5, 6 AND 7, COLLIER COUNTY PUBLIC RECORDS,
BEING A PART OF SECTION 19, TOWNSHIP 49 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA.



DEDICATION
COUNTY OF COLLIER
STATE OF FLORIDA

WE, the undersigned, do hereby dedicate to the public use of the State of Florida, the land described in the above recited plat, and we do hereby dedicate to the public use of the State of Florida, the land described in the above recited plat, and we do hereby dedicate to the public use of the State of Florida, the land described in the above recited plat...

STATE OF FLORIDA
COUNTY OF COLLIER
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF COLLIER
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF COLLIER
[Signature]
[Signature]

STATE OF FLORIDA
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COUNTY OF COLLIER
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STATE OF FLORIDA
COUNTY OF COLLIER
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF COLLIER
[Signature]
[Signature]

COUNTY APPROVALS
Collier County Registrar
Collier County Clerk
Collier County Sheriff
Collier County Board of Commissioners

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT MADE BY THE COLLEGE COUNTY SURVEYOR...
DATE: 12/15/1964
BY: [Signature]

PLAT BOOK 13 PAGE 9

SHEET 2 OF 8

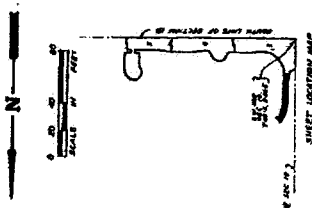
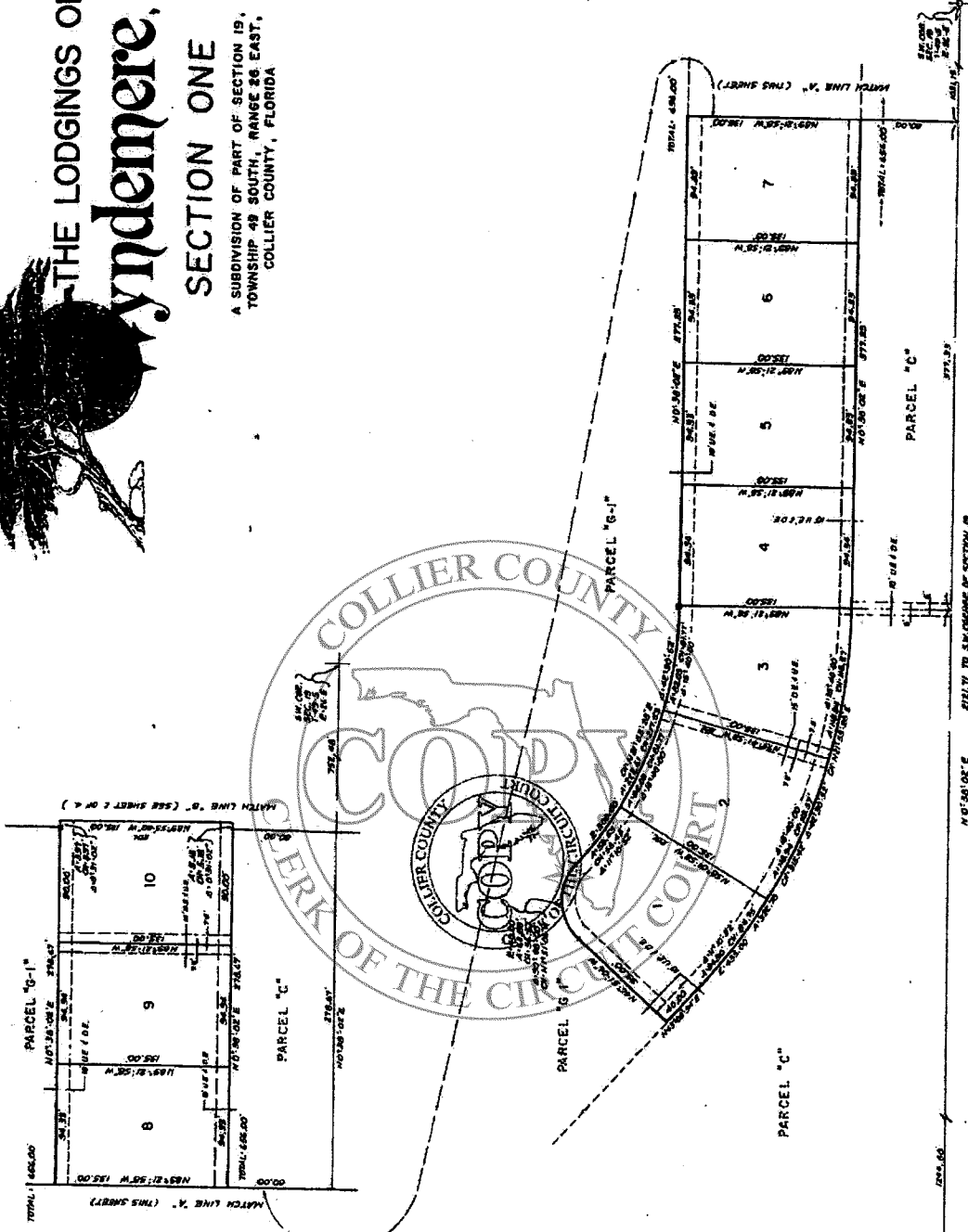


THE LODGINGS OF Syndemere,

SECTION ONE

A SUBDIVISION OF PART OF SECTION 19,
TOWNSHIP 49 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA

NOTICE: THE PLAT BOOK 13, PAGE 9, SHEET 2 OF 8, CONTAINS A CORRECTION TO THE ORIGINAL PLAT. THE CORRECTION IS A CHANGE IN THE AREA OF PARCELS 6, 7, 8, 9, 10 AND 11. THE CORRECTED AREA IS 1.14 ACRES. THE ORIGINAL AREA WAS 1.12 ACRES. THE CORRECTION IS BASED ON A RE-SURVEY OF THE SECTION BY THE SURVEYOR GENERAL, COLLIER COUNTY, FLORIDA, IN 1974.



LEGEND & NOTES
1. ALL DISTANCES ARE IN FEET & DECIMALS THEREOF
2. ALL DISTANCES ARE IN FEET & DECIMALS THEREOF
3. ALL DISTANCES ARE IN FEET & DECIMALS THEREOF
4. ALL DISTANCES ARE IN FEET & DECIMALS THEREOF

NOT PLATTED

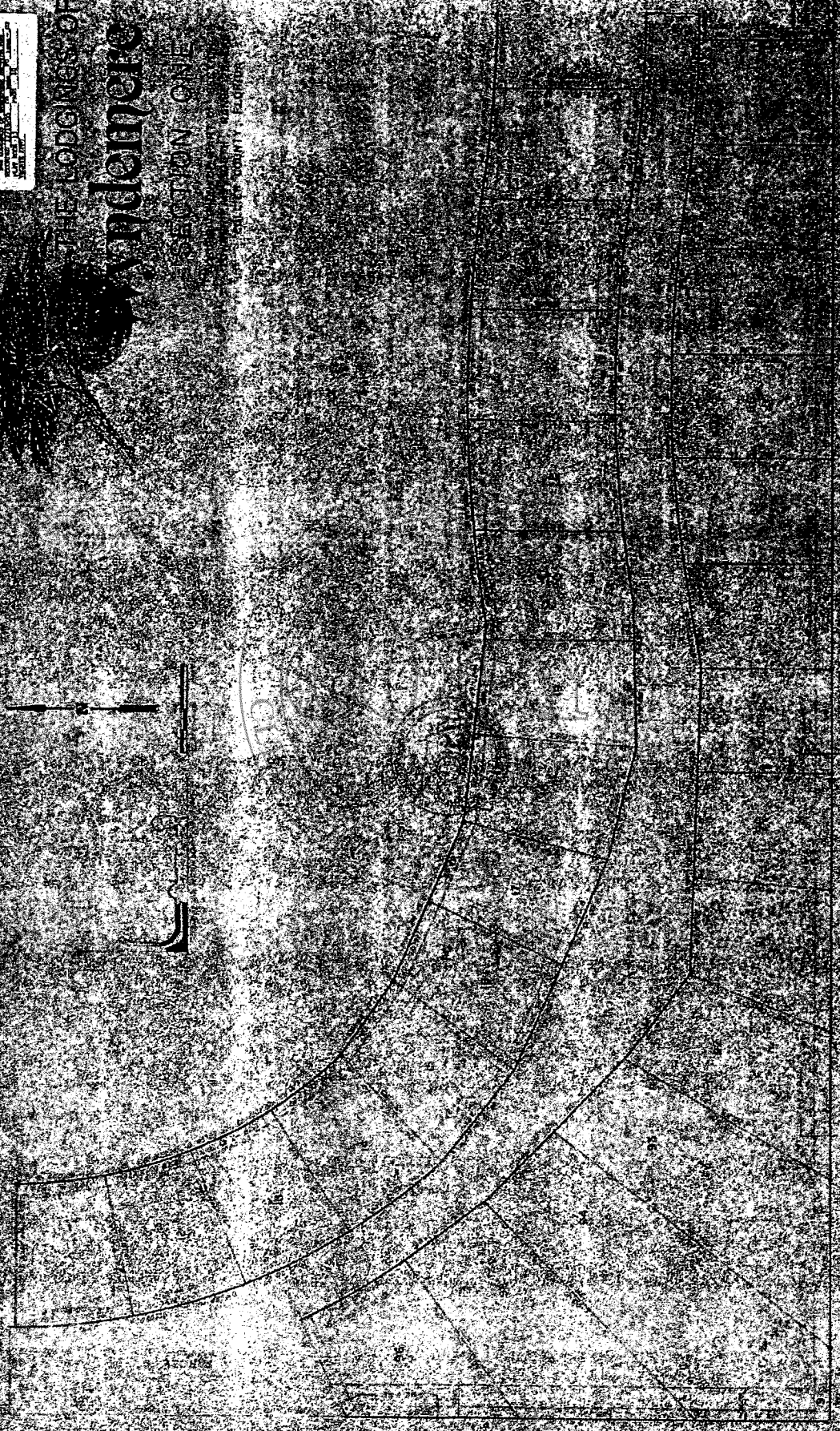
Exhibit B
Page 2 of 5

PLAT BOOK 73 PAGE 73



THE TOWNSHIP OF Snydermere SECTION ONE

CLATSOP COUNTY, OREGON



REGISTERED AS: [Illegible]
[Illegible]
[Illegible]
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[Illegible]
[Illegible]
[Illegible]
[Illegible]
[Illegible]
[Illegible]

Exhibit B
Page 3 of 5

PG 10

PB 13

DRAWING NUMBER

DRAWING NUMBER

PLAT BOOK 13 PAGE 11

SHEET 4 OF 8

CONVEYANCE TO BE MADE BY THE
PLATTEE TO THE GRANTEE BY THE
PLATTEE'S DEED OR OTHERWISE

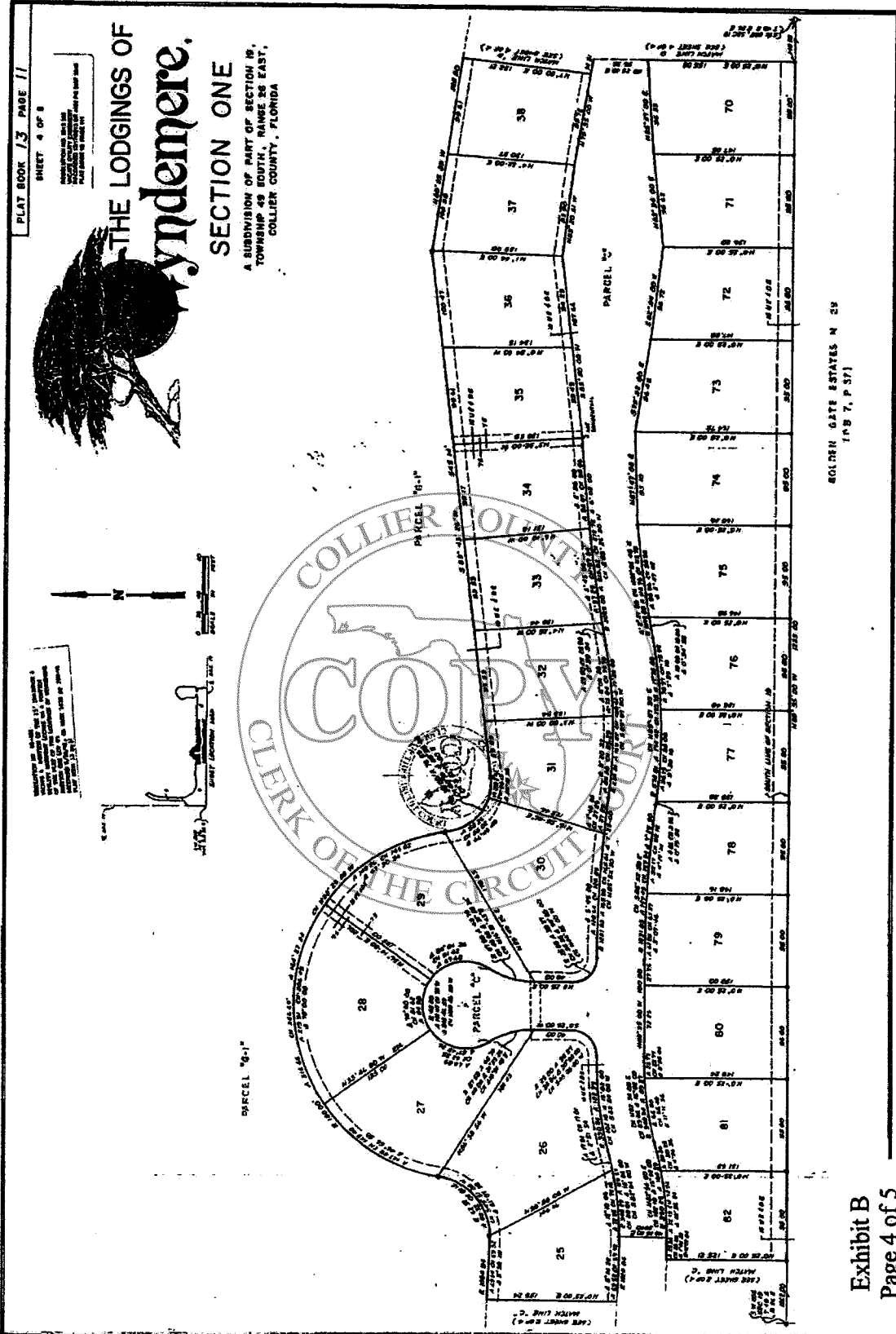
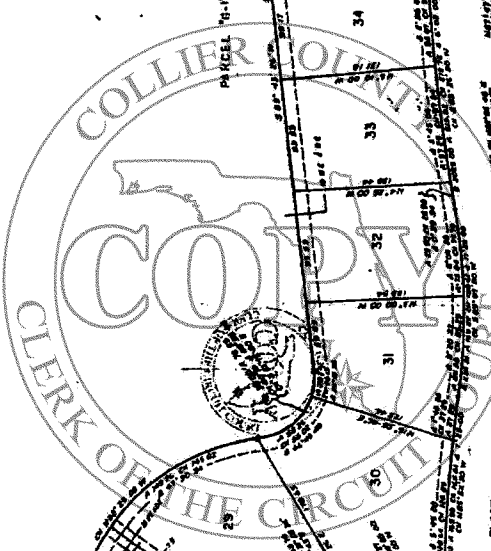


THE LODGINGS OF Syndemere.

SECTION ONE

A SUBDIVISION OF PART OF SECTION 16,
TOWNSHIP 48 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA

SECTION 16, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA
PLAT NO. 13, PAGE 11, SHEET 4 OF 8
DATE: 11/15/1911



SOUTHERN GATE ESTATES N 29
T 48 S, R 28 E

Exhibit B
Page 4 of 5

PB 11

PB 13

OWNER'S NAME

OWNER'S NAME

PLAT BOOK 13 PAGE 12

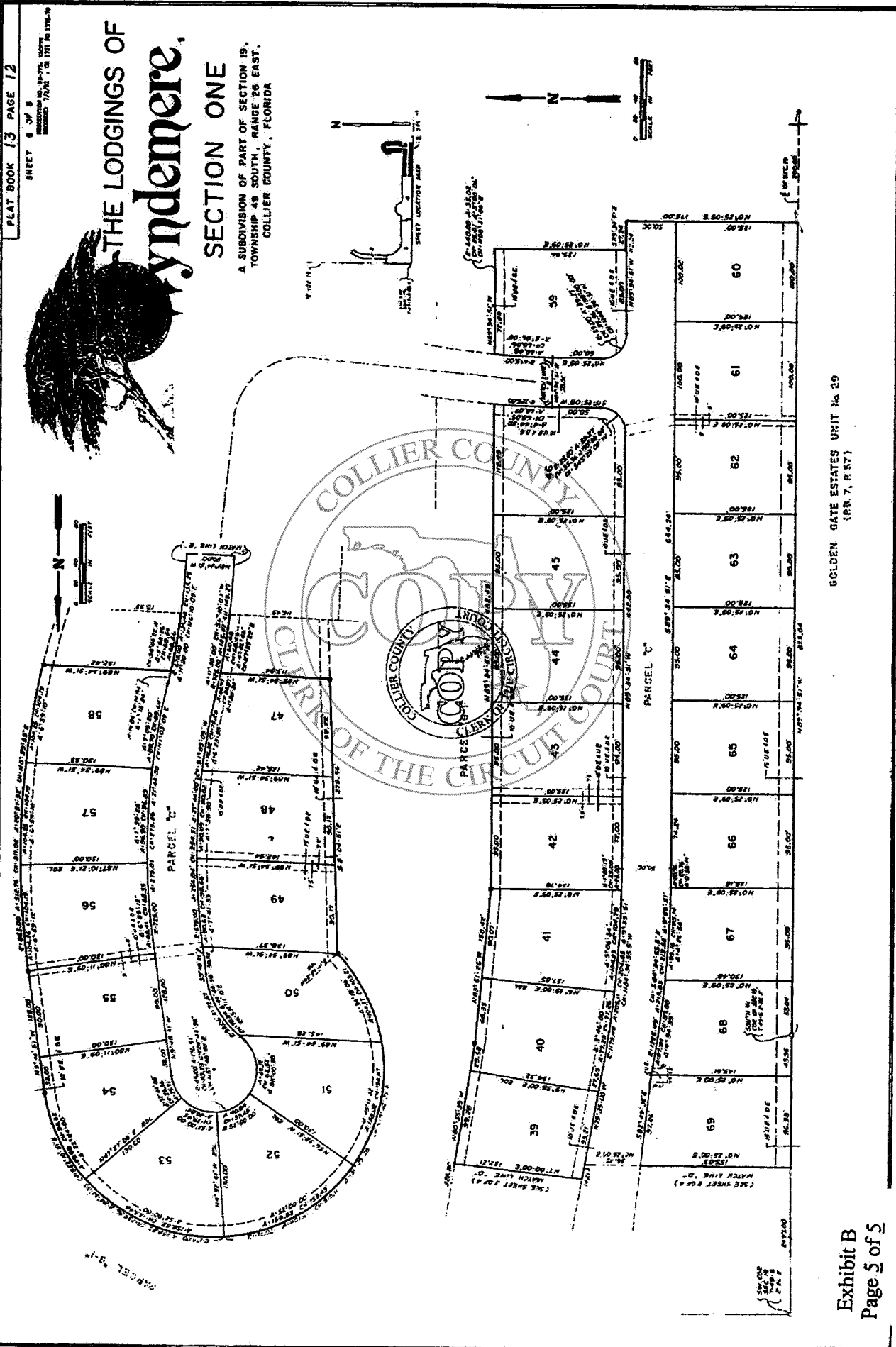
SHEET 9 OF 9
RECORDED 7/24/27 IN 10176-1379-9



THE LODGINGS OF Syndemere,

SECTION ONE

A SUBDIVISION OF PART OF SECTION 19,
TOWNSHIP 43 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA



GOLDEN GATE ESTATES UNIT No. 29
(P. 7, P. 57)



00906939
COLLIER COUNTY

1984 DEC -5 AM 11:02
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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE LODGINGS

22/108

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE LODGINGS ("Lodgings Declaration") is made this 2nd day of OCT, 1984 by WYNDEMERE FARMS DEVELOPMENT, INC., a Florida corporation ("Developer"), and joined in and consented to by the "Association," "Master Association," "ARC," and "Existing Owners" (as such terms are hereinafter defined).

WHEREAS, Developer is or has been the owner of the real property more particularly described on Exhibit A (hereinafter referred to as the "Property"); and

WHEREAS, Developer and the Existing Owners are the owners in fee simple of certain portions of the Property, more particularly described on Exhibits B and A-1 attached hereto, and Developer intends to develop or has developed thereon a residential community of detached single family homes to be known as "The Lodgings;" and

WHEREAS, portions of the Property have been included within the Plat of "THE LODGINGS OF WYNDEMERE SECTION ONE," recorded at Plat Book 13, Pages 8-12 of the Public Records of Collier County, Florida, and is subject to easements and dedications as shown thereon; and

WHEREAS, Developer and the Existing Owners now or hereafter executing consents and joinders to this Lodgings Declaration ("Consenting Existing Owners") desire to provide for the preservation of the values and amenities of The Lodgings as the same are hereby or may hereafter be established; and

WHEREAS, Developer and the Consenting Existing Owner desire to commit that portion of the Property more particularly described on Exhibit B attached hereto and made a part hereof ("Committed Property") to the provisions of this Lodgings Declaration and to provide whereby the other portions of the Property (which areas are referred to herein as the "Uncommitted Property") may become Committed Property; and

WHEREAS, Developer has caused The Lodgings Association, Inc., a Florida corporation not for profit ("Association"), to be formed, which Association has joined in this Lodgings Declaration and to which there has been and will be delegated and assigned: (i) certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Committed Property; (ii) the enforcement of the covenants and restrictions contained herein relating to the Committed Property and the "Lots" (as such terms are hereinafter defined); and (iii) the collection and disbursement of the "Operating Expenses" (as hereinafter defined); and

WHEREAS, the Property is subject to that certain "Master Declaration" (as hereinafter defined); and

WHEREAS, the Master Association and the ARC have been established pursuant to the Master Declaration to enforce the provisions thereof; and

WHEREAS, the Master Association and the ARC wish to join in and consent to this Lodgings Declaration to acknowledge their consent and joinder in the same;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer and the Consenting Existing Owners hereby declare that the Committed Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, provisions,

*Maloney - Crane
6300 Tr. Blvd. N
Naples, FL 33963
→*

0280M

RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

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restrictions, easements, reservations, regulations and burdens hereinafter set forth, all of which shall run with the Committed Property, and which shall be binding on all parties having any right, title or interest in the Committed Property and their grantees, successors, heirs and assigns.

ARTICLE I
DEFINITIONS

The following words and phrases when used in this Lodgings Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

- 1.1. "ARC" means the Architectural Review Committee as defined in Article VIII of the Master Declaration.
- 1.2. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit C.
- 1.3. "Association" means The Lodgings Association, Inc.
- 1.4. "Association Property" means and refers to those portions or tracts of land within The Lodgings neither included within the Lots nor dedicated to a party other than the Association unless the Association maintains such dedicated area pursuant to the terms hereof, together with any improvements thereon, which are or are to be owned and/or maintained by the Association pursuant to this Lodgings Declaration. The term "Association Property" shall also include any personal property acquired by the Association.
- 1.5. "Bylaws" means the Bylaws of the Association a copy of which is attached hereto as Exhibit D.
- 1.6. "Committed Property" means (i) those portions of the Property described in Exhibit B attached hereto and made a part hereof and (ii) those portions of the Property, if any, which may hereafter become Committed Property.
- 1.7. "County" means Collier County, Florida.
- 1.8. "Developer" means Wyndemere Farms Development, Inc., a Florida corporation, its grantees, successors and assigns. An Owner shall not, solely by the purchase of a Lot, be deemed a successor or assign of Developer's rights or obligations under the Documents unless such Owner is specifically so designated as a successor or assign of such rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.
- 1.9. "Directors" or "Board" means the Board of Directors of the Association.
- 1.10. "Documents" means in the aggregate the Master Declaration, this Lodgings Declaration, the Articles and the Bylaws and all of the instruments and documents referred to or incorporated therein or attached thereto.
- 1.11. "Existing Owners" mean the owners of record of one or more of the Lots described on Exhibit A-1 hereto.
- 1.12. "Institutional Mortgagee" means: (1) any lending institution having a first mortgage lien upon a Lot or Residence, including, but not limited to, any of the following institutions: a Federal or State Savings and Loan or building and Loan Association, or bank or real estate investment

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trust, or mortgage banking company doing business in the State of Florida; or (ii) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; or (iii) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Developer to acquire or construct improvements upon any portion of the Property and which hold a mortgage upon any portion of the Property securing such a loan; and (iv) Developer.

1.13. "Lodgings Declaration" means this document.

1.14. "Lot" means any single platted lot within the Committed Property as shown on the Plat or as shown on any replat of any or all of the land subject to the Plat which may be placed of record by Developer hereafter, upon which a single-family residence ("Residence") including, without limitation, a detached single-family home or an attached (townhouse or villa) dwelling may be constructed. The term "Lot" includes both "Undeveloped Lots" and "Developed Lots," which terms are defined as follows: (i) "Undeveloped lot" means a Lot upon which no Residence was ever issued a certificate of occupancy by the appropriate governmental authority ("CO"); and (ii) "Developed Lot" means a Lot upon which a Residence was constructed and issued a CO.

1.15. "Master Association" means Hyndemere Homeowners Association, Inc.

1.16. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions of Hyndemere recorded at Official Records Book 916, Page 1080, et seq. of the Public Records of the County and any amendments, modifications or supplements thereto.

1.17. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in this Lodgings Declaration and in any other of the Lodgings Documents and includes, but is not limited to, the cost and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property.

1.18. "Owner" means the owner of fee simple title to a Lot located within the Committed Property as shown by the public records in the office of the Clerk of the Circuit Court of the County, whether it be the Developer or one or more persons, firms, associations, corporations, or other legal entities. An Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.19. "Plat" means the plat of "THE LODGINGS AT HYNDEMERE SECTION ONE" recorded at Plat Book 13, Pages 8-12 of the Public Records of the County.

1.20. "Property" means the real property described on Exhibits A and A-1 hereto, upon which The Lodgings will be or has been developed.

1.21. "The Lodgings" means the multi-phased, planned community of detached single family homes known as "The Lodgings" planned for development upon the Property and includes the Committed Property and such portions of the Uncommitted Property which subsequently become Committed Property and thus committed to land use under this Lodgings Declaration.

1.22. "Transfer Date" means the date upon which the conveyance of the Association Property from Developer to the Association must be complete, which is sixty (60) days after the Turnover Event.



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1.23. "Turnover Event" means the occurrence of one of the four events which necessitates the transfer of the ownership of the Association Property from Developer to the Association as described in Paragraph 3.3.6 herein.

1.24. "Uncommitted Property" means the portions of the Property other than the Committed Property.

1.25. "Myndemere" means the residential community being developed by Developer as more particularly described in the Master Declaration.

ARTICLE II
PLAN FOR DEVELOPMENT OF THE LODGINGS

2.1. COMMITTED AND UNCOMMITTED PROPERTY

Developer and Existing Owners have acquired and are the owners of the Property and Developer intends to or has developed or caused to be developed thereon or upon portions thereof a community of detached single family homes to be known as "The Lodgings" in accordance with the applicable zoning regulations of the County. The Property includes:

(i) Committed Property which includes those portions of the Property which are hereby committed and which are subject and committed to all of the covenants, restrictions, terms and conditions of this Lodgings Declaration and is legally described in Exhibit B hereto, and

(ii) Uncommitted Property, which includes the portions of the Property which are reserved for future development by Developer as of the date hereof or as to portions of the Property owned by Existing Owners, Property as to which a Joinder and Consent of the Existing Owner thereof has not been executed and recorded in the Public Records of the County. The actual boundaries for any portion of the Uncommitted Property hereinafter committed to the terms and conditions of this Lodgings Declaration shall be set forth and determined only after the filing of a "Supplemental Section Declaration" (as defined in Paragraph 2.2 below) for the portion of the Property described therein. The commitment to boundary determination shall occur only upon same being specified in the Supplemental Section Declaration or as set forth in this Lodgings Declaration with respect to the Committed Property more particularly described on Exhibit B.

2.2. SUPPLEMENTAL DECLARATION

The Developer shall have the right, without any consent of the Association being required, to subject to this Lodgings Declaration additional properties as future sections of the lodgings. The additional property shall automatically become Committed Property and be subject to this Lodgings Declaration upon filing in the public records of the County a Supplemental Section Declaration of Covenants, Conditions and Restrictions with respect to the additional property ("Supplemental Section Declaration") or, where the portion of the Uncommitted Property which is to become Committed Property is owned by an Existing Owner, through recordation amongst the Public Records of the County of a Joinder and Consent to this Lodgings Declaration, which Joinder and Consent shall be deemed a Supplemental Section Declaration and have the same force and effect thereof. The Supplemental Section Declaration shall contain a legal description of the land committed to this Lodgings Declaration thereby and may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Lodgings Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the additional property. Developer is not obligated to subject to this Lodgings Declaration any or all of the real property described in Exhibit A other than that property described in Exhibit B and no other portion of the Property shall in

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any way be subject to this Lodgings Declaration unless and until a Supplemental Section Declaration therefor is duly filed in accordance with this Lodgings Declaration. Notwithstanding anything herein to the contrary, where any portion of the Property is submitted to the terms and conditions of a "Condominium Declaration" or a "Section Declaration" (as such terms are defined in the Master Declaration), other than this Lodgings Declaration, or any subsequent Supplemental Section Declaration, then such Section Declaration or Condominium Declaration shall constitute and have the same force and effect as to the portion of Property submitted to its terms as a "Termination Statement" (as defined in Paragraph 2.3 below) with regard thereto.

2.3. TERMINATION STATEMENT

In the event Developer at any time determines not to add further Uncommitted Property to The Lodgings, Developer shall give notice of such decision to the Association in writing stating that Developer has terminated the plan of development as depicted on the Site Plan ("Termination Statement"), which Termination Statement shall set forth the total number of Lots in The Lodgings. The effect of recording the Termination Statement shall be that the portion of the Property which remains Uncommitted Property and not committed to this Lodgings Declaration as of the recording of the Termination Statement shall not become part of The Lodgings. Notwithstanding anything contained in this Lodgings Declaration to the contrary, no portion of the Uncommitted Property shall be affected or encumbered by this Lodgings Declaration unless and until a Supplement adding a portion of such Uncommitted Property is recorded amongst the Public Records of the County.

ARTICLE III LAND USE OF THE LODGINGS

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses referred to herein, Developer and the Existing Owners do hereby declare that the Committed Property, including but not limited to each Lot and Residence therein, shall at all times be used, constructed, occupied and held subject to land use covenants as follows:

3.1. PLANS AND SPECIFICATIONS AND ARCHITECTURAL REVIEW COMMITTEE

For the purpose of insuring the development of The Lodgings as an area of high standards, an Architectural Review Committee ("Committee") shall be established as follows:

3.1.1. The Committee: Initially, the Committee shall consist of at least three (3) persons designated by Developer, and Developer shall also retain the power to replace such designees. The members of the Committee may be, but need not be members of the ARC. At such time as Developer no longer owns any property within The Lodgings, or when Developer voluntarily so elects, Developer shall assign to the Association the Developer's rights, powers, duties and obligations as to the Committee, whereupon the Board of Directors of the Association shall appoint the members of the Committee. In the event of death or resignation of any member of the Committee, the Developer or its assignees shall have the full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for any services performed pursuant to this Lodgings Declaration.

3.1.2. Committee Action: A majority of the Committee may designate a member of the Committee to act for it. Approval or disapproval by a majority of the members of the Committee (or by the member designated by the majority of the members) shall constitute the official approval or disapproval of the Committee. Any approval or disapproval of the Committee shall be subject to review by the ARC ("Appeal"). An Appeal may be made by either the

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Owner who submitted the initial request for approval to the Committee, the Developer or the Association. The request for an Appeal shall be submitted in writing to the ARC within ten days after issuance by the Committee of its decision; provided, however, such time period may be extended in the sole discretion of the ARC. Unless extended as herein provided, any decision of the Committee shall be final ten days after issuance. Where a decision of the Committee is Appealed, the decision of the ARC shall be the final decision on the matter. Any written request for Appeal shall be accompanied by copies of all material submitted to the Committee and by the written determination of the Committee in reference to the matter. A request for Appeal should also state the basis on which the person submitting the request for Appeal believes the decision of the Committee should be changed.

3.1.3. Requirement of Committee Approval: Except for Residences and other structures and improvements constructed, installed or placed by Developer and additions, alterations, modifications and changes to any of the foregoing by Developer (collectively, "Developer Improvements"), which Developer Improvements are deemed to conform to the plan of development for the Lodgings and are thus not subject to the approval of the Committee, no improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screened enclosure, shall be erected, placed or maintained and no addition, alteration, modification or change to any such improvement or structure shall be made without the prior written approval of the Committee.

3.1.4. Method of Obtaining Committee Approval: In order to obtain the approval of the Committee, a complete set of plans and specifications for proposed construction and any and all other reasonably requested information and materials related thereto ("Plans") shall be submitted to the Committee for its review. Such Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, landscaping plans (which shall include a "Plant Material List"), approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed construction or alteration. The Committee shall evaluate all Plans as to the aesthetic quality and materials and workmanship to be used and as to suitability and harmony of location, structure and external design in relation to surrounding topography and structures.

3.1.5. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the respective Owner and the ARC. If the event the Committee fails to approve or to disapprove in writing any proposed Plans within thirty (30) days after their submission to the Committee, then such Plans shall be deemed to have been approved by the Committee and the appropriate written approval delivered forthwith; provided, however, any Owner intending to rely upon the Committee's failure to act, shall submit notice of such intention in writing to the ARC together with a copy of all materials submitted to the Committee in connection with the Owner's application for approval. If, within thirty (30) days of submission of the notice and the Plans to the ARC, and any additional information reasonably requested by the ARC, the ARC issues a written disapproval or if an Owner fails to provide the ARC with notice, the plans shall be deemed disapproved notwithstanding anything herein to the contrary.

3.1.6. Indemnification: Each and every member of the Committee, specifically including but not limited to Developer's designated members, shall be indemnified by the Association and the Owners against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him or her in connection with

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any proceeding, litigation or settlement in which he or she becomes involved by reason of being or having been a member of the Committee. The foregoing provisions for indemnification shall apply whether or not he or she is a member of the Committee at the time such expenses are incurred. Notwithstanding the above, in instances where a member of the Committee admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Lodgings Declaration shall not apply; otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a member of the Committee may be entitled whether by statute or common law.

3.1.7. Enforcement: There is specifically reserved unto the Committee the right of entry and inspection upon any Lot or other portion of the Committed Property for the purpose of determination by the Committee whether there exists any construction of any improvement which violates the terms of any approval by the Committee, the ARC, or the terms of this Lodgings Declaration or of any other covenants, conditions, and restrictions to which the deed associated with such Lot or other instrument of conveyance makes reference. The Committee is specifically empowered to enforce the provisions of this Lodgings 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 disapproved improvements, the prevailing party in such litigation shall be entitled to recover all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including attorneys' fees incurred by virtue of any member of the Committee's service as a member of the Committee.

3.1.8. Development Standards: The Committee is empowered to publish or modify from time to time design and development standards for The Lodgings ("Standards") including but not limited to standards for the following: (i) architectural design of improvements; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior landscaping; (v) exterior appearances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building set-backs, pools and pool decks, side yards and related height bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; and (ix) all buildings, landscaping and improvements on lands owned or controlled by the Association. The Standards which shall be effective from the date hereof until modified or amended by the Committee in conformance herewith are attached hereto as Exhibit E. Any modification or amendments to the Standards shall be reasonable and in conformance with the plan of development of the Lodgings and Myndemere. A copy of any modification or amendment of the Standards shall be mailed to all Owners and their mortgagees and shall not be effective until placed among the Public Records of the County. No written consent of any owner shall be required to effect such amendment.

3.1.9. Scope of Review: The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of the aesthetic consideration and overall benefit or detriment which would result from completion of the proposed improvement pursuant to the Plan to the immediate vicinity and to Myndemere and the Committed Property as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of, any design or plan from the standpoint of structural safety or conformance with building or other codes.

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RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA



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3.1.10. Variance from Standards: The Committee may authorize, in a reasonable manner so as not to destroy the general scheme or plans of the development of The Lodgings and subject to the approval of the ARC, variances from compliance with the Standards and/or with any modification or amendment thereto which it has promulgated pursuant to its authority as specified herein when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variances are granted, no violation of the restrictions contained in this Lodgings Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Lodgings Declaration for any purpose except as to that particular property and particular provision hereof or standards promulgated hereby which are covered by the variance. Such variance and approval thereof by the ARC shall be evidenced in writing and executed by a member of the Committee and a member of the ARC.

3.2. OCCUPANCY AND LAND USE RESTRICTIONS

In order to preserve the values and amenities of The Lodgings, the following provisions shall be applicable to the Committed Property:

3.2.1. Residential Use: The Lot and all Lots enlarged, reduced or recreated by the shifting or relocation of property lines are restricted to the use of a single family, their household servants, and guests. No more than one Residence may be built on one Lot. Improvements accessory to the use of one family may be erected on a Lot with the permission of the Committee, subject to the provisions of this Article III and the Master Declaration provided they do not furnish accommodations for an additional family. At the discretion of the ARC and with the consent of the Committee, a construction shed or trailer may be placed on a Lot and remain there temporarily during the course of active construction of a Residence. No other temporary buildings, including, but not limited to, tents, trailers, tanks and stacks, may be placed on a Lot without the written consent of the Committee.

3.2.2. No Trade, Business, Profession, Etc.: No trade, business, profession, or any other type of commercial activity shall be carried on upon the Committed Property. Notwithstanding the foregoing, Developer shall have the right to carry on construction activity and to transact on the Committed Property any business necessary to consummate the sale, lease or encumbrance of Lots, Residences or other real property in the Lodgings or other developments within Wyndemere, including but not limited to the right to maintain models and sales offices and have signs and employees in the offices. Developer may, from time to time, assign this commercial usage right (including the right to carry on construction activity) to such other persons or entities as Developer may choose while at the same time retaining such right for itself. The prohibition against commercial activity contained in this Paragraph 3.2 shall not prohibit the creation within Wyndemere, and at the sole discretion of the Developer or, after the Transfer Date, of the Master Association, of a storage facility for "Prohibited Vehicles" (as defined in Paragraph 3.2.17 below). Notwithstanding anything to the contrary herein contained, the provisions of this Paragraph may not be amended without Developer's prior written consent for so long as Developer owns at least one (1) Lot within Wyndemere.

3.2.3. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership and that any such division, subdivision or reduction is approved by the Committee and reflected by a document of record specifying unity of title of said Lot or Lots. A Lot with a prior written approval of the Committee, may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as any Lot which is thereby reduced in total area shall contain after such reduction a total area

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at least ninety-five percent (95%) as large as the then smallest Lot (in area) in The Lodgings. The provisions of this Paragraph 3.2.3 shall not be applicable to any replat by Developer of any portion of the Property.

3.2.4. Removal of Sod and Shrubbery; Alteration of Drainage; etc.: Except for Developer's acts and activities in the development of The Lodgings, no sod, topsoil, muck, trees or shrubbery shall be removed from the Committed Property and no change in the condition of the soil or the level of any Committed Property shall be made which results in any permanent change in the flow or drainage of surface water of or within The Lodgings or which detrimentally affects adjoining Lots, nor shall any tree or shrub, the trunk of which exceeds two inches (2") in diameter be cut down, destroyed or removed from a Lot without the prior express consent of the Committee. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the Committee. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and each Owner shall maintain his Lot in accordance with a landscaping plan as approved by the Committee.

3.2.5. Trash, Garbage, Etc.: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such material shall not be kept except in sanitary containers. Any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition (and so as not to permit the emission of obnoxious odors). During construction of a Residence or other improvement, each Owner shall be required to maintain his Lot in a clean condition, providing trash and rubbish receptacles for construction debris and other refuse and to providing for the disposal of the contents thereof, as well as to disposal of all other construction debris. No construction debris shall be permitted to remain upon the Lot.

3.2.6. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any commercial purpose.

3.2.7. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Committed Property. Activities of Developer or the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps for sprinkler systems in compliance with applicable governmental requirements be deemed a Mining Activity.

3.2.8. Signs: No sign of any kind shall be displayed to the public view on any of the Lots, except that "For Sale" or "For Rent" signs may be displayed on Lots, provided same shall not exceed five square feet in size, and are approved by the Committee. Notwithstanding anything herein to the contrary, however, this provision shall not be a restriction upon Developer or builders erecting signs which are approved by the Committee or the ARC, advertising The Lodgings or Wyndemere, or any sections thereof.

3.2.9. Dikes, Dams or Canal Walls: No dikes, dams or canal walls shall be erected or constructed except pursuant to a plan approved by the Committee and appropriate governmental officials.

3.2.10. Docks, boathouses, water-front construction, and shore contours: No docks, bulkheads, moorings, pilings, boathouses, or boat shelters of any kind or any construction shall be erected on or over waterways of and within the Lodgings without the consent of the Committee. The area, if



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any, between the rear lot line of the Lot and the waters edge of any lake or other body of water within the Committed Property shall be landscaped and/or sodded and maintained by the owner of said Lot as if said area were a portion of the Lot owned by said Owner. No person or persons whomsoever shall be permitted upon that portion of the Association Property lying between the rear lot line of the Lot and the water's edge of any lake or other water body within the Property, except:

(i) The Owner from time to time of said adjacent Lot, his family, guests and invitees; or

(ii) An employee or contractor of the Association for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

3.2.11. Boats: No boats shall be used upon any portion of the Property which is designed for water retention. The administration, management, operation and maintenance of the water retention areas and drainage system shall be the responsibility of the Master Association. The Master Association shall not waive or amend the foregoing maintenance obligation without the prior written consent of all Institutional Mortgagees and the South Florida Water Management District. The cost of administering, operating, maintaining, repairing, replacing and reconstructing the water retention areas and drainage system and improvements shall be the responsibility of the Master Association.

3.2.12. Water Supply: No individual water supply system for drinking purposes or household use shall be permitted on any Lot. This provision, however, shall not preclude the installation of any water supply system for irrigation or sprinkler purposes, provided, however, that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and the applicable governmental authorities. Where a water supply system for irrigation or sprinkler purpose is installed by the Master Association, the Association, or Developer, and the use of such system will serve a conservation function, then Developer, the Association, or the Master Association, as the case may be, may require that an Owner use such water supply system for sprinkling purposes and landscape maintenance within his Lot and such a requirement may be promulgated by the Committee as part of the Standards.

3.2.13. Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot.

3.2.14. Nuisance: No Owner shall cause or permit any noxious, offensive, immoral, or illegal activity to be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of The Lodgings. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and prohibited activity. In the event of a dispute or question as to what may become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

3.2.15. Sidewalks: Each Owner shall be responsible for keeping the sidewalk and bicycle path abutting his Lot, if any, free from any obstructions and clutter including, but not limited to, bicycles, grass clippings and garbage.

3.2.16. Lighting: No lighting shall be permitted which alters the residential character of Wyndemere; provided, however, nothing herein contained shall be deemed to prohibit the maintenance upon the roadways within

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Myndemere of lighting as installed by the Master Association, the Developer or the Association for the purposes of lighting the roadways, sidewalks and pathways of Myndemere and the Lodgings. No lighting of outdoor activity areas upon a Lot shall be permitted unless approved by the Committee.

3.2.17. Vehicular Parking:

3.2.17.1. Except as provided in sub-paragraph 3.2.17.2 hereof, no person, firm or corporation shall park or cause to be parked on the Committed Property, including but not limited to their Lot or in the streets, alleys or parkways abutting their Lot, any recreational vehicle, house trailer, boat, boat trailer or truck (including either tractor or trailer or both) which truck has a carrying capacity of over 3/4 ton ("Prohibited Vehicles"), for a period exceeding four hours.

3.2.17.2. Any recreational vehicle, boat, boat trailer, panel truck, pick-up truck or other truck which has a carrying capacity not over 3/4 ton shall be permitted but shall be kept in a closed garage or in the side yard behind the front building line of the Residence provided same is screened from view from all other portions of Myndemere by a fence or landscaping approved by the Committee. Trucks having a carrying capacity of over 3/4 ton shall be permitted only if kept in a closed garage.

3.2.17.3. Sub-paragraphs 3.2.17.1 and 3.2.17.2 above shall not: (i) apply to Owners who have construction under process on their particular Lot; (ii) prohibit routine deliveries by tradesmen, or the use of trucks in making service calls; (iii) apply to a situation where a truck becomes disabled, and as a result of emergency, is required to be parked within The Lodgings until it can be towed away; or (iv) apply to vehicles used in connection with construction, development or sales activities permitted under this Lodgings Declaration or the Master Declaration.

3.2.17.4. No maintenance or repairs shall be done upon or to any vehicle (including, but not limited to, four-wheel passenger automobiles) except within a closed garage and totally isolated from public view.

3.2.17.5. Nothing herein shall prohibit the establishment by Developer (or, after the Transfer Date, by the Association or the Master Association) of an area within Myndemere designated and available for the storage of Prohibited Vehicles, if the establishment of such storage facility is otherwise permitted by applicable government regulation and approved by the Committee and the ARC.

3.2.18. Radio Transmission Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Committed Property without the prior written consent of the Board.

3.2.19. Antennae and Aerials: Except as may be permitted by the Committee or by Developer, no antennae or aerials shall be placed upon the Committed Property.

3.2.20. Casualty Destruction to Improvements: In the event a Residence or other improvement upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or improvement upon obtaining Committee approval if required hereunder and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owner thereof that the improvements will not be repaired or replaced) promptly clear the damaged improvements and grass over and landscape the Lot in a sightly manner. Notwithstanding the foregoing, in the event the Owner rebuilds or repairs his damaged Residence or

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improvements without substantial alteration from what was existing prior to the damage or destruction, the Committee's approval shall not be required.

3.2.21. Owner Liability: An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property in The Lodgings rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, invitees, agents or lessees, but only to the extent that such expense is not met by proceeds of insurance which may be carried by the Association or the Master Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Residence or the Association Property. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of any members of his family, or his or their guests, employees, invitees, agents or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3.2.22. Association Rules: The Association may promulgate such rules and regulations as it determines in its sole discretion to be in the best interest of the portion of Wyndemere administered by the Association and utilized by the Owners therein, provided, however, that in case of conflict with any rules and regulations which have been promulgated by the Master Association or the ARC, the latter shall control.

3.2.23. Required Improvements: All Lots shall be improved by a detached single-family residence constructed in accordance with the terms hereof. Construction shall be completed within eighteen (18) months from the date each Lot is purchased from Developer. "Completion" as used herein shall mean the issuance of a certificate of occupancy from the applicable governmental authority.

3.3. ASSOCIATION PROPERTY

The cost of maintaining, operating and reconstructing the Association Property, and any improvements to be maintained thereon, shall be part of the Operating Expenses as more particularly set forth in Article VII hereof. All the Association Property shall be owned and held by the Association, its successors and assigns in accordance with and subject to the terms and provisions of the conveyance thereof and subject to the provisions of the Documents, including the covenants for the Association Property now about to be set forth:

3.3.1. Private Use: For the term of this Lodgings Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Developer, the Association, Owners and their lessees, family members, guests and invitees in accordance with this Lodgings Declaration.

3.3.2. No Abandonment, Partition, Subdivision, Etc.: The Association shall not seek to abandon, partition, subdivide, alienate, release, transfer, hypothecate, mortgage or otherwise encumber the Association Property. The preceding sentence shall not be applicable to, nor prohibit the Association from granting, such easements as are reasonably necessary or appropriate for the development of The Lodgings and the use thereof in a manner consistent with the provisions of this Lodgings Declaration and governmental requirements.

3.3.3. Use: The Association Property shall be available for the use and enjoyment of Owners and their guests, invitees, lessees and family members. There shall, however, be no use made of the Association Property which would interfere with storm water drainage into the water management system established for The Lodgings.



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3.3.4. Water Retention Areas: The portions of The Lodgings which are part of the water management system designed for water retention shall always be kept and maintained as an integral part of the water management system and shall be available to the extent necessary for water retention, drainage, water management, and recreational purposes in compliance with all governmental and water management requirements. The water management areas shall be maintained and administered by the Master Association and conveyed to the Master Association pursuant to the terms of the Master Declaration.

3.3.5. Conveyance of Association Property: Developer agrees that it shall convey to the Association fee simple title in and to the Association Property together with the improvements located thereon, subject to the following:

- (i) The terms and provisions of the Documents, including this Lodgings Declaration;
- (ii) Real estate taxes for the year of such conveyance;
- (iii) Applicable zoning ordinances;
- (iv) Such facts as an accurate survey would show;
- (v) All easements, reservations and restrictions of record; and
- (vi) To the extent not otherwise satisfied, the lien of the Institutional Mortgagees executing the Joinder by Mortgagee in Declaration of Covenants recorded herewith.

3.3.6. The conveyance shall be complete upon the "Transfer Date" which shall be on or before sixty (60) days after the earlier of the following ("Turnover Event"):

- (i) The conveyance by Developer of a total of seventy percent (70%) of the Lots within The Lodgings; or
- (ii) Five years from the date hereof; or
- (iii) When Developer shall determine that the development of The Lodgings has been completed; or
- (iv) At such earlier time as Developer, in its sole discretion, may elect.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
BOARD OF DIRECTORS OF THE ASSOCIATION;
DEVELOPER APPROVALS

4.1. MEMBERSHIP

Each Owner shall be a member of the Association ("Member"). Each Member shall be entitled to the benefits of and be subject to the provisions of the Documents, including this Lodgings Declaration as the same may be amended from time to time. The voting rights of the membership shall be as set forth in the Articles.

4.2 BOARD OF DIRECTORS

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.



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4.3. DEVELOPER APPROVALS

4.3.1. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of the Owners of three-quarters (3/4) of all Lots within the Committed Property (at a duly called meeting of the Association at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purposes of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) The collection of assessments and "Maintenance Fees" (as defined in Paragraph 6.1.2 hereof); or
- (ii) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or
- (iii) The enforcement of the use and occupancy restrictions contained in the Documents; or
- (iv) In an emergency where waiting to obtain the approval of the Owners creates a substantially risk of irreparable injury to the Association Property or to Owner(s).

4.3.2. If Developer holds Lots within the Lodgings for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as an Owner for capital improvement; and
- (ii) Any action by the Association that would be detrimental to the sale of Lots by Developer. The determination as to what actions would be detrimental to sales shall be in the sole discretion of Developer.

ARTICLE V
GRANTS AND RESERVATIONS OF EASEMENTS AND OTHER RESTRICTIONS
TRANSFER OF UNDEVELOPED LOTS

5.1. EASEMENTS

5.1.1. Developer hereby reserves unto itself and hereby grants to, the Association and such appropriate utility and other service companies or providers of the services hereinafter set forth as are from time to time designated by Developer or the Association, such easements over, under, in and upon the Committed Property as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, television transmission and cable television facilities, telecommunications, security service and facilities in connection therewith for The Lodgings or portions thereof; provided that all facilities for any of the foregoing shall be installed underground except those aboveground facilities as shall be permitted in writing by the Committee. Notwithstanding the foregoing, no such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within The Lodgings which have been constructed: (i) in accordance with this Lodgings Declaration; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with this Lodgings Declaration prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence,



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drive or parking area) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or temporary excavation within a drive or parking area) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

5.1.2. A perpetual nonexclusive easement is hereby declared, granted and reserved in favor of Developer, Developer's grantees, the Association, the Master Association, Owners and "Owners" (as defined in the Master Declaration), their lessees, family members, guests and invitees over and upon the walks and other rights-of-way within the Association Property to provide ingress, egress and access to and from, through and between the Property and publicly dedicated roads.

5.2. TRANSFER OF UNDEVELOPED LOTS

No Undeveloped Lot and no interest therein except as conveyed by Developer, shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer shall have waived, in writing, its right to purchase said Lot.

5.2.1. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice, in writing, of such intent, together with a fully executed copy of the proposed contract for sale ("Proposed Contract"). Within thirty (30) days of the receipt by Developer of said notice, Developer shall exercise or waive exercise of the right of first refusal granted hereunder. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Undeveloped Lot upon the following terms:

(i) The price to be paid and the terms of payment shall be that stated in the Proposed Contract.

(ii) The sale shall close within thirty (30) days after the delivery or making of said agreement to purchase. If Developer shall fail to exercise or waive exercise of its right of first refusal provided for herein within said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as provided in Paragraph 5.2.2 below.

5.2.2. Certificate of Waiver. If Developer shall elect to waive its right of first refusal or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and may be recorded in the public records of the County.

5.2.3. Unauthorized Transactions.

5.2.3.1. Any sale of an Undeveloped Lot without notice to Developer and waiver of Developer's right of first refusal as provided above, shall be void.

5.2.3.2. Should Developer waive its right of first refusal in regard to a Proposed Contract and should the Owner entering into such Proposed Contract fail to convey the property to the purchaser indicated therein, then Developer's right of first refusal as to the purchase by another party shall

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not be deemed waived and the waiver of Developer as to a conveyance to a party other than that as indicated in the Proposed Contract must be obtained pursuant to the provisions of Paragraphs 5.2.1 and 5.2.2 above.

5.2.3.3. Notwithstanding Developer's waiver of its right to first refusal as to a specific purchaser under a Proposed Contract and the subsequent conveyance to said purchaser, the reconveyance of an Undeveloped Lot, for so long as said Lot remains an Undeveloped Lot, shall be subject to the terms of this Paragraph 5.2.

5.2.4. EXCEPTIONS. This Paragraph 5.2 shall not apply to a transfer or sale to any Institutional Mortgagee which acquires its title as a result of owning a mortgage upon an Undeveloped Lot and whether or not such title has been acquired by deed in lieu of foreclosure or through foreclosure proceedings; nor shall this provision apply to a sale by any Institutional Mortgagee which so acquires title. Neither shall this Paragraph 5.2 require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding including but not limited to, execution sale, a foreclosure sale, judicial sale or tax sale so conducted.



ARTICLE VI
MAINTENANCE

In order to further establish and preserve The Lodgings

6.1. MAINTENANCE

6.1.1. The Owners covenant that they shall at all times maintain the exterior portions of their Lots and any Residence thereon in a neat, aesthetically pleasing and proper condition. Such maintenance responsibilities shall include lawns, shrubbery and landscaping, all to be maintained in a neat, aesthetically pleasing and proper condition.

6.1.2. In order to provide a means by which the covenants in this Lodgings Declaration as to landscape maintenance of their Lots by Owners may be fulfilled and the Lodgings be maintained in a consistent manner without jeopardizing the security of Wyndemere by the possibility of admission thereto of a large number of landscaping and pool maintenance contractors and their agents and employees, the Association shall be responsible for the maintenance of landscaping and, in particular, lawn care of each and every Lot within The Lodgings and shall also provide pool service (consisting of appropriate chemical maintenance and periodic cleaning) to those Lots upon which a swimming pool has been constructed; provided, however, that such duty of maintenance shall not extend to areas requiring unusual maintenance such as rose gardens or areas specifically designated by the Committee as an "Area of High Maintenance" nor shall an Owner be prohibited from providing pool services to his own pool. Areas of High Maintenance shall be maintained by the Owner of the Lot or by such special arrangement as may be approved by the Committee. The Association shall contract for the maintenance of the Lots and shall assess as a portion of the "Operating Assessment" (as described in Paragraph 9.1.1 hereof) attributable to each Lot hereunder a "Maintenance Fee" equal to the cost of the provision of such service to the Lot. The Maintenance Fee shall be collected in the same manner as the operating assessment and shall be subject to the same lien rights as hereinafter provided for the collection of the Operating Expenses.

6.1.3. In addition to the above-mentioned maintenance responsibilities, the Association shall also have the right, but not the obligation, to install, maintain and replace landscaping and lighting along the swale and median areas of any rights-of-way within The Lodgings if determined to be in the best interest of The Lodgings. The cost of any such maintenance, replacement and/or improvement shall be an Operating Expense.

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6.2. RIGHTS OF DEVELOPER AND ASSOCIATION

6.2.1. In the event any Owner fails to properly maintain his Lot or any Residence thereon pursuant to this Lodgings Declaration ("Defaulting Owner") as shall be determined by the Committee, in its sole discretion, the Association, the Committee and/or Developer, for so long as Developer owns any Lot, shall have the right but not the obligation, upon thirty (30) days' written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The cost of performing such maintenance and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be assessed against the Defaulting Owner.

6.2.2. Such an assessment against a Defaulting Owner shall become a lien upon the Defaulting Owner's Lot. The Defaulting Owner shall be personally liable to the Association or Developer, as the case may be, for the payment of amounts assessed against him or her and for all costs of collecting the same plus interest and attorneys' fees as hereinafter provided. In the event the amounts assessed against the Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Association or Developer, as the case may be, may proceed to enforce and collect said assessments against the Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and Residence. Said lien shall be effective only from and after the time of recordation amongst the public records of the County of a written, acknowledged statement signed by an authorized agent of the Association or Developer setting forth the amount due. All sums expended shall earn interest at the highest nonusurious rate permitted under law, but if no such rate be established by law, then at the rate of eighteen percent (18%) per annum. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this Article may also be enforced in accordance with the provisions of Article VIII hereof.

**ARTICLE VII
OPERATING EXPENSES**

The following costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and/or repair of the Association Property and the Association shall be "Operating Expenses," which the Association is obligated to collect and pay and the Owners are obligated to pay as set forth in Articles VIII and IX hereof.

7.1. TAXES

Any and all taxes levied or assessed at any and all times upon the Association Property by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and, in general, all taxes and tax liens which may be assessed against such areas and against any and all personal property and improvements which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes shall be Operating Expenses.

7.2. UTILITY CHARGES

All charges levied for utilities providing services for the Association Property or the Association whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge shall be Operating Expenses.



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7.3. LIABILITY INSURANCE

The costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the Association Property and improvements located thereon, if any, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against shall be Operating Expenses. Each policy purchased by the Association shall have limits of not less than \$1,000,000 covering all claims for personal injury arising out of a single occurrence and limits of not less than \$250,000 covering all claims for property damage arising out of a single occurrence.

7.4. MISCELLANEOUS INSURANCES

The costs of premiums of such forms of insurance and in such coverages as the Association shall determine for the protection and preservation of the Association Property and as may be required to comply with the requirements of Institutional Mortgagees, including, but not limited to fidelity bonding shall be Operating Expenses.

7.5. MAINTENANCE, REPAIR AND REPLACEMENT

Any and all expenses necessary to maintain, repair, replace, operate and preserve the Association Property and any improvements located thereon including such expenses as grass cutting and water management expenses such as the expense of chemically treating the water of the water retention areas, if required, in a manner consistent with the covenants and restrictions contained herein and all orders, ordinances, rulings and regulations of any and all federal, state, county and city governments having jurisdiction thereover, as well as, the statutes and laws of the State of Florida and the United States shall be Operating Expenses.

7.6. OPERATIONAL EXPENSES

The costs of administration for the Association, including any secretaries, bookkeepers and other costs necessary to carry out the obligations and covenants of the Association under this Lodgings Declaration, notwithstanding the fact that some of these services may be expended in providing services to or collecting sums owed by Owners of particular Lots shall be Operating Expenses. In addition, the Association may retain a managing company or contractors to assist in the maintenance of the Association Property and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

7.7. INDEMNIFICATION

The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Association Property other property owned, or to be owned pursuant to the provisions of this Lodgings Declaration, by the Association and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may



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be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification as set forth in this Paragraph shall be an Operating Expense.

Further, the costs to the Association of indemnifying its officers and members of the Board as set forth in Article XII of the Articles of Incorporation of the Association and the cost of indemnifying members of the Committee as set forth in Paragraph 3.1.6 hereof shall be an Operating Expense.

7.8. FAILURE OR REFUSAL OF OWNERS TO PAY ASSESSMENTS

Funds needed for Operating Expenses due to the failure or refusal of Owners, or Defaulting Owners to pay Assessments levied by the Association shall, themselves, be deemed to be Operating Expenses and properly the subject of an assessment.

7.9. MATTERS OF SPECIAL ASSESSMENTS GENERAL

Extraordinary items of expense under the Documents, such as expenses due to casualty losses and other extraordinary circumstances and amounts needed for capital improvements or for other purposes or reasons as determined by the Board of the Association to be the subject of a special assessment ("Special Assessment") which are not inconsistent with the terms of any of the Documents and approved by the affirmative vote of a majority of the Members of the Association present at a meeting having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Association Property or repair of the Association Property if destroyed or damaged, or in regard to the Special Assessment of Defaulting Owners shall be deemed Operating Expenses.

7.10. MISCELLANEOUS EXPENSES

The costs of all items of expense pertaining to or for the benefit of the Association Property or the Association, if any, or any part thereof not herein specifically enumerated and which are determined to be an Operating Expense by the Board or specified elsewhere in the Lodgings Declaration to be an Operating Expense shall be deemed Operating Expenses.

ARTICLE VIII
COVENANT TO PAY ASSESSMENTS FOR OPERATING
EXPENSES; ESTABLISHMENT AND ENFORCEMENT
OF LIENS; CERTAIN RIGHTS OF DEVELOPER
AND INSTITUTIONAL MORTGAGEES

8.1. OWNER'S AFFIRMATIVE COVENANT TO PAY OPERATING EXPENSES

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Lodgings Declaration; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and family members in accordance with this Lodgings Declaration, there is hereby imposed upon each Lot and upon each Owner, the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" which shall include the "Individual Assessments" (as hereinafter provided), Maintenance Fees and Special Assessments and all installments thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot,



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whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Operating Expenses in accordance with the provisions of the Documents. No Owner may waive or otherwise escape liability for such Assessments by non-use of the Association Property or abandonment of his or her right to use the Association Property.

8.2. ESTABLISHMENT OF LIENS ON LOTS

8.2.1. Any and all Assessments for Operating Expenses or Maintenance Fees, with interest thereon and costs of collection thereof, including reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made.

8.2.2. Each Assessment against a Lot, together with such interest thereon at the highest nonusurious rate allowed by law, and if no such rate be prescribed by law, then at eighteen percent (18%) per annum, and costs of collection thereof, including all costs, expenses and attorneys' fees (including, but not limited to, those incurred at all trial and appellate levels and whether or not suit be instituted), shall be the personal obligation of the person, persons or entity owning the Lot assessed. Said lien shall be effective only from and after the time of recordation amongst the public records of the County of a written, acknowledged statement signed by the President or a Vice-President of the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

8.2.3. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot which accrued prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such Assessment is secured by a claim of lien that is recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Such unpaid share of Assessments for which a claim of lien has not been recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given shall be Operating Expenses collectible from all other Lots.

8.3. ENFORCEMENT OF PAYMENT OF ASSESSMENTS BY THE ASSOCIATION

In the event any Owner shall fail to pay Assessments or any installment thereof charged to his Lot within fifteen (15) days after the same becomes due ("Delinquent Owner"), then the Association, through its Board, shall have any of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

8.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments;

8.3.2. To advance on behalf of the Delinquent Owner funds to accomplish the needs of the Association and the amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses at all trial and appellate levels which may have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the Delinquent Owner, together



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with interest at the highest nonusurious rate allowable by law, and if no such rate be prescribed by law, then at 18% per annum, may thereupon be collected by the Association and such advance or loan by the Association shall not waive the default;

8.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof, which lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property;

8.3.4. To file an action at law to collect said Assessment, plus interest at the highest non-usurious rate allowable by law, and if no such rate be prescribed by law, then at eighteen percent (18%) per annum, plus court costs and reasonable attorneys' fees at all trial and appellate levels, and whether or not suit be instituted, without waiving any lien rights and/or rights of foreclosure in the Association.

8.4. COLLECTION OF ASSESSMENTS AGAINST LOTS BY DEVELOPER

In the event, for any reason, the Association shall fail to collect the Assessments, then in that event Developer shall at all times have the right (but not the obligation) (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Developer using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees at all trial and appellate levels) are hereby declared to be available to Developer.

ARTICLE IX
METHOD OF DETERMINING ASSESSMENTS

9.1. DETERMINING AMOUNT OF ASSESSMENTS

9.1.1. After the "Interim Period" as defined in Paragraph 9.3 herein) the total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Association Budget") prepared by the Board as required under the Documents. The total anticipated Operating Expenses shall be apportioned equally among the "Lots Subject to Assessment" (as hereinafter defined) by dividing the total anticipated Operating Expenses as reflected by the Association Budget by the total number of Lots Subject to Assessment with the quotient thus arrived at being the "Operating Assessment". The Operating Assessments shall be adjusted semiannually in instances where the Board determines that the Operating Assessments are insufficient or more than is required to meet the actual Operating Expenses being incurred. The adjustment shall be made by dividing the total anticipated Operating Expenses for the remainder of the calendar year (as determined by the Board) by the number of Lots Subject to Assessment. The Operating Assessment which is levied against a Lot shall be in addition to any Maintenance Fee or assessments levied by Developer or the Association pursuant to Article VI hereof.

9.1.2. In the event a certain number of Lots are resubdivided into a lesser number of Lots, pursuant to the terms hereof, or that one or more Lots are developed as a unit (collectively referred to as "Resubdivision") and the Resubdivision is reflected in a unity of title reflected amongst the public records of the County, then the number of Lots Subject to Assessment shall be reduced to account for the decrease in the number of Lots. In the event of any other subdivision and/or consolidation of any Lot(s) the obligation for the Assessments attributable to such subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s) and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot become consolidated.



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9.1.3. The term "Lots Subject to Assessment" shall mean all Lots which have been conveyed by Developer to Purchasers.

9.2. ASSESSMENT PAYMENTS BY LOTS

The Operating Assessments shall be payable by Owners no less frequently than semiannually, in advance, on the first day of January and the first day of July or otherwise as the Board may determine.

9.3. DETERMINATION OF OPERATING EXPENSES DURING THE INITIAL PERIOD

9.3.1. The term "Initial Period" means that period of time commencing with the date of the recordation of this Lodgings Declaration amongst the Public Records of the County and continuing for a period of one (1) year or until the Turnover Event, whichever is the sooner to occur.

9.3.2. It is declared and agreed by the Association and Developer that the Owners, exclusive of Developer, shall each pay the "Guaranteed Assessments" (as hereinafter defined) to the Association as Operating Assessments during the Initial Period prorated as of the date of the conveyance of title of a Lot to the Owner by Developer. The "Guaranteed Assessments" shall be One Hundred Twenty-Five Dollars (\$125) per Lot Subject to Assessment per month. Developer covenants and agrees with the Association and the Owners, exclusive of Developer, that Developer will pay the difference, if any, between (i) the Operating Expenses incurred during the Initial Period including that portion of the Maintenance Fee attributable to landscape maintenance but not including the portion of expenses attributable to Areas of High Maintenance, pool maintenance, or any expenses incurred due to an owner's negligence or willful misconduct, and (ii) the Guaranteed Assessments levied. During the Initial Period, Developer shall not be required to make any payments of Operating Assessments for Operating Expenses for Lots owned by Developer.

9.3.3. Developer may extend the Initial Period for an Unlimited number of additional six-month periods by providing the Association written notice at least sixty (60) days prior to the termination of the current Initial Period of Developer's intention to extend the Guaranteed Assessments and such notice shall state the new termination date of the Initial Period. Notwithstanding such notice and extension, the Developer's Guarantee shall in no event extend beyond the Turnover Event.

9.4. SPECIAL ASSESSMENTS ON LOTS

Special Assessments shall, unless otherwise provided herein, be assessed in the same manner as the Operating Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

ARTICLE X
ENFORCEMENT OF DECLARATION

The enforcement of this Lodgings Declaration may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the contracts or terms herein. Enforcement may be by Developer, for so long as Developer owns any Lot, the Committee, the Association (if the Association is enforcing the Lodgings Declaration against an Owner or his guests, invitees, lessees or family members), the Master Association, the ARC or any three (3) Owners and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay reasonable attorney's fees and costs at all trial and appellate levels to the prevailing party.

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ARTICLE XI
AMENDMENTS

11.1. The process of amending this Lodgings Declaration shall be as follows:

11.1.1. Until the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the public records of the County ("Amendment Date"), any amendments may be made by Developer alone, which amendment shall be signed by Developer and need not be joined by any other party.

11.1.2. After the Amendment Date, amendments may be made to this Lodgings Declaration only by the consent of the majority of the Members of the Association together with the consent of a majority of the Institutional Mortgagees. The foregoing consents shall be in writing and attached to the amendment.

11.1.3. Notwithstanding the foregoing, prior to the conveyance of one-third (1/3) of the Lots, Developer may make amendments to this Lodgings Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners and Institutional Mortgagees; provided that such amendment does not materially and adversely affect an Owner's property rights and does not, in a material fashion, impair the rights or priorities of any Institutional Mortgagee. An amendment effecting pursuant to the terms of this Paragraph 11.1.3 need to signed only by Developer.

11.1.4. Notwithstanding the foregoing, no amendment shall be effective which shall in a material fashion impair the rights or priorities of Developer or of any Owner, any of the Existing Owners or any Institutional Mortgagee under this Lodgings Declaration without the specific written approval of Developer or the Owner, and the Institutional Mortgagee affected thereby.

11.2. An amendment to this Lodgings Declaration made in accordance with Paragraph 11.1 shall become effective upon its recordation amongst the public records of the County, and shall be mailed to each Owner and Institutional Mortgagee as soon after the recording thereof as is practicable.

11.3. Notwithstanding the foregoing, no amendment to this Lodgings Declaration shall be effective which shall affect the surface water management system without the specific written approval of South Florida Water Management District prior to becoming effective.

ARTICLE XII
MISCELLANEOUS

12.1. NO IMPLIED WAIVER

No Implied Waiver: The failure of Developer, any Owner or the Association to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

12.2. CAPTIONS

Article, paragraph and sub-paragraph captions which may be inserted throughout this Lodgings Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or



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headings define, limit or in any way affect any of the terms and provisions of this Lodgings Declaration.

12.3. CONTEXT

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

12.4. SEVERABILITY

In the event any one of the provisions of this Lodgings Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Lodgings Declaration or a reduction in the term of the same by reason of judicial application of the legal rule known as the "rule against perpetuities" shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

12.5. TERM

This Lodgings Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Committed Property, and inure to the benefit of Developer, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of the recording of this Lodgings Declaration amongst the public records of the County, after which time this Lodgings Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such fifty (50) year term or any such ten (10) year extension thereof there is recorded amongst the public records of the County, an instrument ("Termination Instrument") signed by the Owners or at least two-thirds (2/3) of all the Lots and the Institutional Mortgagee holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering Lots agreeing to terminate this Lodgings Declaration, upon which event, this Lodgings Declaration shall be terminated upon the expiration of the fifty (50) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

12.6. CONFLICT

In the event of a conflict between the provisions of this Lodgings Declaration and the provisions of the Articles of Incorporation and/or Bylaws of the Association, the provisions of this Lodgings Declaration shall control.

12.7. RULE AGAINST PERPETUITIES

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

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IN WITNESS WHEREOF, this Lodgings Declaration has been signed by Developer and the Association on the day and year first above set forth.

WITNESSES: WYNDEMERE FARMS DEVELOPMENT, INC.,
a Florida corporation

By: James M. LaBonte per
James LaBonte, President

Attest: Richard O. Werner
Richard O. Werner, Secretary

Denise A. Vahlk
Barbara H. Laska

Joined In, Acknowledged and Consented to by the Following:

WITNESSES: THE LODGINGS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Ralph Haskins
Ralph Haskins, President

Attest: Robert Hartwig
Robert Hartwig, Secretary

Sharon M. Beaud
Janet C. Clark

WITNESSES: WYNDEMERE HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: James M. LaBonte per
James LaBonte, President

Attest: Richard O. Werner
Richard O. Werner, Secretary

Denise A. Vahlk
Barbara H. Laska

WITNESSES: THE "ARC" by the following being all of
the members thereof as duly appointed
pursuant to the terms of the Master
Declaration:

Russel Hobbs, Jr.
Russel Hobbs, Jr.

Sharon M. Beaud
Janet C. Clark
Sharon M. Beaud
Janet C. Clark

Ralph Haskins
Ralph Haskins

Clark Morrison
Clark Morrison

Steve Brisson
Steve Brisson

Jack Lieber
Jack Lieber

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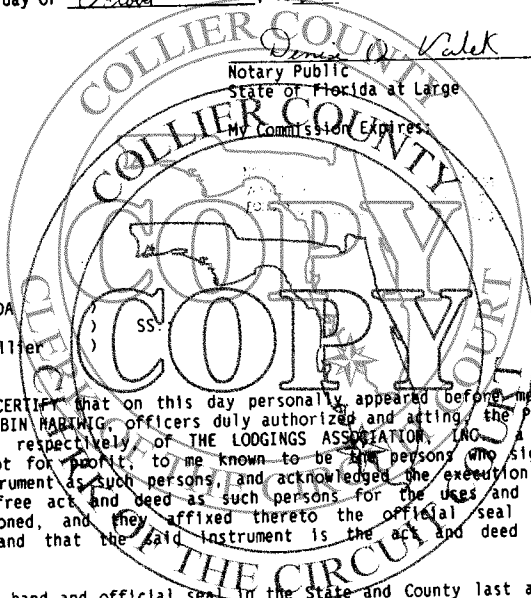
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STATE OF FLORIDA)
) SS.:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day personally appeared before me, JAMES LaBONTE and RICHARD O. WERNER, officers duly authorized and acting, the President and Secretary, respectively, of HYNDEMERE FARMS DEVELOPMENT, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such persons, and acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 2nd day of October, 1987.

Domenek Kulek (SEAL)
Notary Public
State of Florida at Large
My Commission Expires:



STATE OF FLORIDA)
) SS.:
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, RALPH HASKINS and ROBIN MARTING, officers duly authorized and acting, the President and Secretary, respectively, of THE LODGINGS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who signed the foregoing instrument as such persons, and acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November, 1987.

Ellen M. Bata (SEAL)
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987



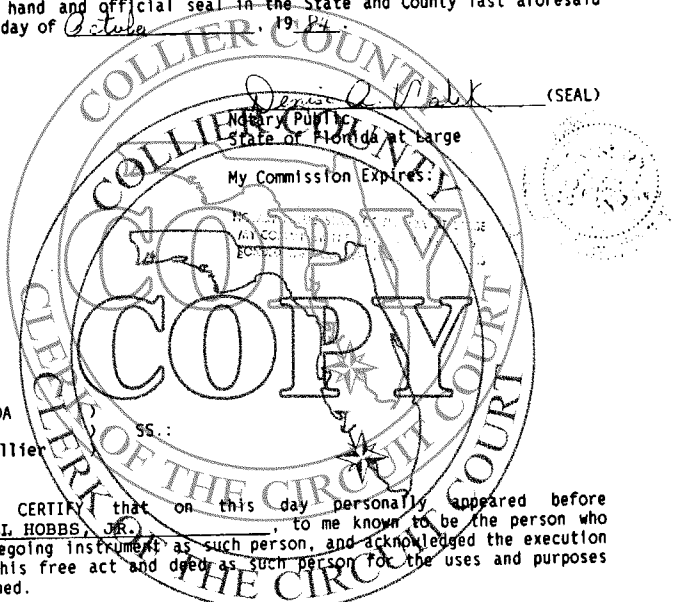
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STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, JAMES LaBONTE and RICHARD O. WERNER, officers duly authorized and acting, the President and Secretary, respectively, of HYNDEMERE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who signed the foregoing instrument as such persons, and acknowledged the execution thereof to be their free act and deed as such persons for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 2nd day of October, 1984.



STATE OF FLORIDA)
) SS.:
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, RUSSEL HOBBS, JR., to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of December, 1984.

Ellen M. Baker (SEAL)
Notary Public
State of Florida at Large
My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987



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STATE OF FLORIDA)
) SS.:
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, RALPH HASKINS, to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November, 1984.

Allen M. Bates (SEAL)
Notary Public
State of Florida at Large
My Commission Expires: _____
Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987

COLLIER COUNTY FLORIDA
NOTARY PUBLIC
ALLEN M. BATES

STATE OF FLORIDA)
) SS.
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, CLARK MORFON, to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November, 1984.

COLLIER COUNTY FLORIDA
NOTARY PUBLIC
ALLEN M. BATES

Allen M. Bates (SEAL)
Notary Public
State of Florida at Large
My Commission Expires: _____
Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987

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STATE OF FLORIDA)
) SS.:
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, STEVE BRISSON, to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November, 1984.

Allen M. Bates (SEAL)
Notary Public
State of Florida at Large
My Commission Expires: _____
Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987

STATE OF FLORIDA)
) SS.:
COUNTY OF Collier)

I HEREBY CERTIFY that on this day personally appeared before me, JACK LIEBER, to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the State and County last aforesaid this 12th day of November, 1984.

Allen M. Bates (SEAL)
Notary Public
State of Florida at Large
My Commission Expires: _____
Notary Public, State Of Florida At Large
My Commission Expires April 17, 1987

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RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA.



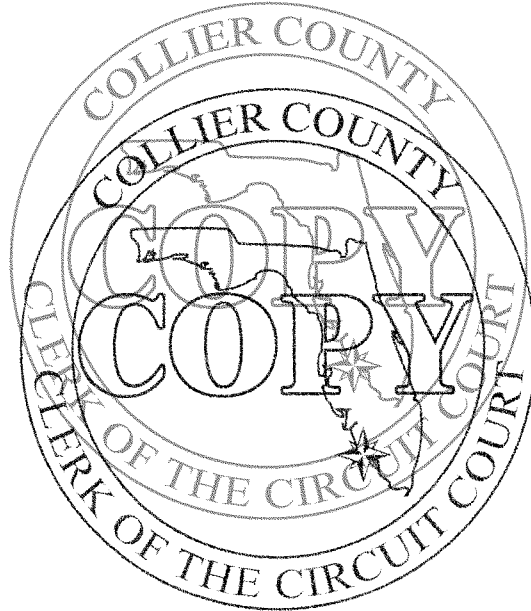
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EXHIBIT A
TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE LOGGINGS

Legal Description of the Property

All of that certain property being within the Myndemere Tract Map, as recorded in Plat Book 13, Page 3, of the Public Records of Collier County, Florida.



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RUDEN, BARNETT, McCLOBY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

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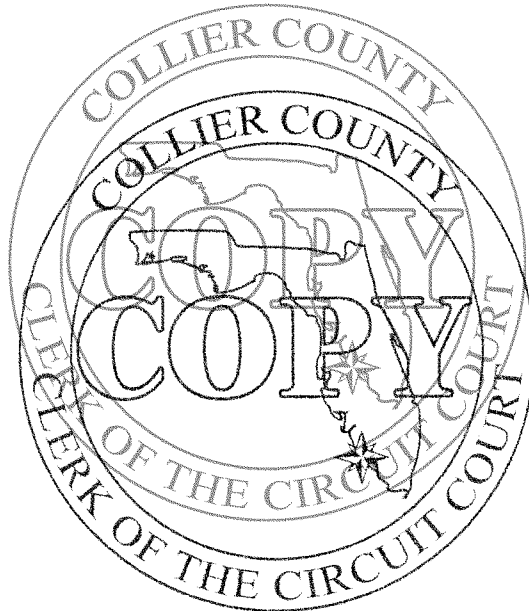
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EXHIBIT A-1
TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE LODGINGS

Legal Description of Property Owned
By Existing Owners

Lots 1, 4, 7, 24, 26, 40, 41, 28, 29, 27, 51 and 52 as shown on the Plat
of The Lodgings of Myndemere Section One as recorded in Plat Block 13, Pages
8-12 of the Public Records of Collier County, Florida.



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MUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

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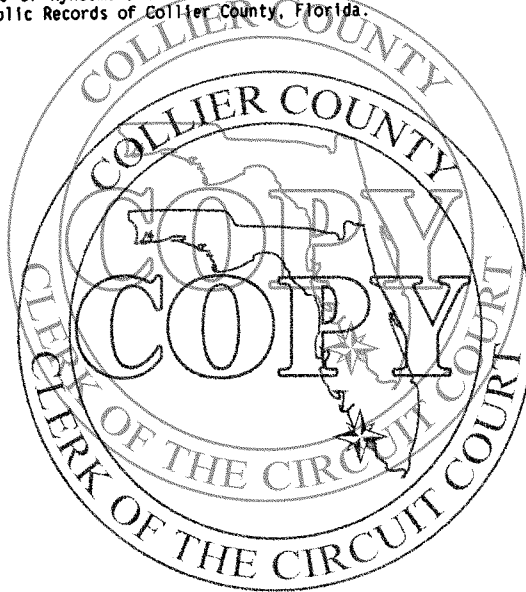
EXHIBIT B
TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE LODGINGS

Legal Description of the Committed Property

All that certain property lying within The Lodgings of Myndemere Section One, according to the Plat thereof as recorded in Plat Book 13, Pages 8-12 of the Public Records of Collier County, Florida.

LESS AND EXCEPT

Lots 1, 4, 7, 24, 26, 40, 41, 28, 29, 27, 51 and 52 as shown on the Plat of The Lodgings of Myndemere Section One as recorded in Plat Book 13, Pages 8-12 of the Public Records of Collier County, Florida.



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RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

EXHIBIT C

State of Florida



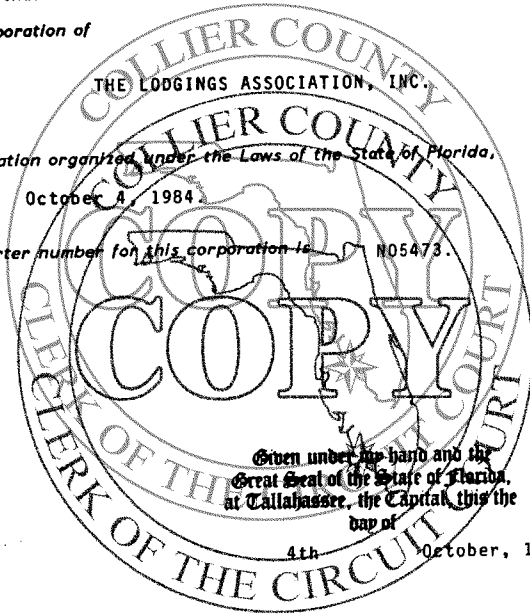
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

THE LODGINGS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on October 4, 1984.

The charter number for this corporation is 805473.



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 4th day of

October, 1984.

George Firestone
Secretary of State

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ARTICLES OF INCORPORATION
OF

THE LODGINGS ASSOCIATION, INC.

FILED
RECORDED - 6/11/11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporations not for profit, the undersigned incorporates this corporation for the purpose and with the powers hereinafter mentioned; and to that end these Articles of Incorporation set forth the following:

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Articles (unless the context shall prohibit) shall have the following meanings:

- 1.1. "Association" means The Lodgings Association, Inc.
- 1.2. "Association Property" shall mean and refer to those portions or tracts of land within the lodgings, together with any improvements thereon, consisting generally of green areas, pathways and water management areas, which are to be owned and/or maintained by the Association pursuant to the Lodgings Declaration. The term "Association Property" shall also include personal property acquired by the Association.
- 1.3. "Articles" means this document.
- 1.4. "Bylaws" means the Bylaws of the Association.
- 1.5. "Committed Property" means: (i) those portions of the "Property" (as defined in the Lodgings Declaration) described in Exhibit B to the Lodgings Declaration; and (ii) those portions of the Property, if any, which may hereafter become Committed Property.
- 1.6. "County" means Collier County, Florida.
- 1.7. "Developer" means Wyndemere Farms Development, Inc., a Florida corporation, its grantees, successors and assigns. An Owner shall not, solely by the purchase of a lot, be deemed a successor or assign of Developer's rights or obligations under the Documents unless such Owner is specifically so designated as a successor or assign of such rights or obligations in the respective instrument of conveyance or other instrument executed by Developer.
- 1.8. "Directors" or "Board" means the Board of Directors of the Association.
- 1.9. "Documents" means in the aggregate the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, the Lodgings Declaration, these Articles and the Bylaws and all of the instruments and documents referred to or incorporated therein or attached thereto as the same may exist from time to time.
- 1.10. "Institutional Mortgagee" means: (i) any lending institution having a first mortgage lien upon a Lot or Residence, including, but not limited to, any of the following institutions: a Federal or State Savings and Loan or building and Loan Association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (ii) any

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"Secondary Mortgage Market Institution" including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; or (iii) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Developer to acquire or construct improvements upon the Property and which hold a mortgage upon any portion of the Property securing such a loan; or (iv) Developer.

1.11. "Lodgings Declaration" means that certain Declaration of Covenants, Restrictions and Easements for the Lodgings to be recorded amongst the Public Records of the County.

1.12. "Lot" means any single platted lot within the Committed Property as shown on the "Plat" (as defined in the Lodgings Declaration), upon which a detached single-family residence ("Residence") may be constructed. The term "Lot" includes both "Undeveloped Lots" and "Developed Lots," which terms are defined as follows: (i) "Undeveloped Lot" means a Lot upon which no Residence was ever issued a certificate of occupancy by the appropriate governmental authority ("CO"); and (ii) "Developed Lot" means a Lot upon which a Residence was constructed and issued a CO.

1.13. "Master Association" means Myndemere Home Owners Association, Inc., a Florida corporation not for profit.

1.14. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions of Myndemere recorded at Official Records Book 916, Page 1080 et. seq. of the Public Records of the County as the same may be amended or supplemented from time to time.

1.15. "Members" means the members of the Association.

1.16. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Lodgings Declaration and in any other of the Documents, and includes but is not limited to the cost and expenses incurred by the Association in administering, operating, reconstructing, maintaining, repairing and replacing the Association Property.

1.17. "Owner" means the owner of record of fee simple title to a Lot located within the Committed Property as shown on the public records in the office of the Clerk of the Circuit Court of the County, whether it be the Developer or one or more persons, firms, associations, corporations, or other legal entities. An Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.18. "The Lodgings" means the multi-phased, planned community of detached single family homes known as "The Lodgings" planned for development upon portions of the Property and includes the Committed Property and such portions of the Uncommitted Property which subsequently become Committed Property and thus committed to land use under the Lodgings Declaration.

1.19. "Uncommitted Property" means the portions of the Property other than the Committed Property.

1.20. "Myndemere" means the residential community being developed by Developer as more particularly described in the Master Declaration.



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ARTICLE II

NAME

The name of this corporation shall be THE LODGINGS ASSOCIATION, INC.

ARTICLE III

PURPOSES

The purpose for which this Association is organized is to take title to, operate and maintain such portions of the Committed Property as are dedicated to the Association in a plat or conveyed to the Association (collectively "Association Property") in accordance with the terms of and purposes set forth in such a dedication or conveyance and to carry out the covenants and enforce the provisions of the Lodgings Declaration and generally to do anything reasonably necessary to promote the common benefits and enjoyment of the Members.

ARTICLE IV

POWERS

4.1. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit.

4.2. The Association shall have all of the powers to be granted to the Association in the Lodgings Declaration.

4.3. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association in accordance with the Documents including, but not limited to, the following powers:

4.3.1. to make, establish, amend and enforce reasonable rules and regulations governing the Association Property;

4.3.2. to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation, repair and maintenance of the Association Property and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

4.3.3. to administer, manage, operate, repair and maintain the Association Property and to maintain, repair and replace the improvements and personal property therein in accordance with the Lodgings Declaration;

4.3.4. to construct and reconstruct improvements located on the Association Property in the event of casualty or other loss in accordance with the Lodgings Declaration.

4.3.5. to enforce by legal means the provisions of the Lodgings Declaration and other Documents;

4.3.6. to employ personnel, retain independent contractors and professional personnel and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to provide for administration, management and operation of the Association; and

4.3.7. to receive title to and own the Association Property pursuant to the Lodgings Declaration.



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ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

5.1. Until such time as the first deed of conveyance from Developer to an Owner ("First Conveyance"), the membership of this Association shall be comprised solely of Developer.

5.2. Upon the First Conveyance, each and every Owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

5.3. Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Developer shall be the Member for all Lots owned by it. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a copy of a deed or other instrument of acquisition of title to the Association.

5.4. No Member may assign, hypothecate or transfer in any manner his membership in the Association except as an appurtenance to his Lot.

5.5. Any Member of the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Lot and shall lose all rights and privileges of a Member of the Association resulting from ownership of such Lot.

5.6. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered.

5.7. Notwithstanding the provisions of Paragraph 5.6 hereof, whenever any Lot is owned by a husband and wife they may, but shall not be required to, execute a certificate designating a voting Member. In the event a certificate designating a voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

5.7.1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.



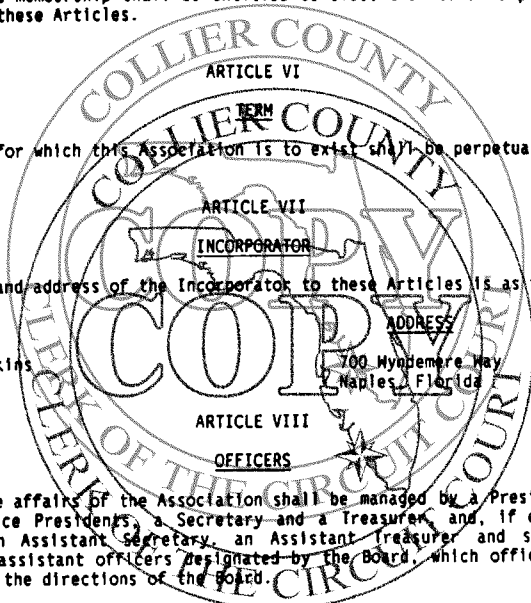
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5.7.2. Where only one (1) spouse is present at a meeting, the spouse present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

5.7.3. Where neither spouse is present, the person designated in a proxy signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Lot shall not be considered.

5.8. The membership shall be entitled to elect the Board as provided in Article X of these Articles.



ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator to these Articles is as follows:

NAME

Ralph Haskins

ADDRESS

700 Myndemere Way
Naples, Florida

ARTICLE VIII

OFFICERS

8.1. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers designated by the Board, which officers shall be subject to the directions of the Board.

8.2. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

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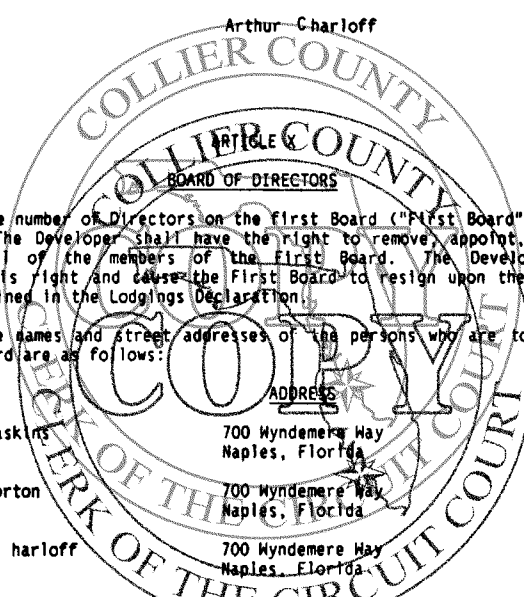
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ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Ralph Haskins
Vice-President	Clark Morton
Vice-President	Russell Hobbs
Secretary	Robin Hartwig
Treasurer	Arthur Charloff



10.1. The number of Directors on the First Board ("First Board") shall be three (3). The Developer shall have the right to remove, appoint, designate and elect all of the members of the First Board. The Developer shall relinquish this right and cause the First Board to resign upon the "Turnover Event" as defined in the Lodgings Declaration.

10.2. The names and street addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Ralph Haskins	700 Hyndemere Way Naples, Florida
Clark Morton	700 Hyndemere Way Naples, Florida
Arthur Charloff	700 Hyndemere Way Naples, Florida

The First Board shall serve until the Turnover Event or until removed and replaced by Developer in accordance with Section 4.14 of the Bylaws.

10.3. Upon the occurrence of the Turnover Event the Members shall be entitled to elect two (2) members of the Board and Developer shall continue to appoint one (1) Director until such time as Developer either: (i) no longer owns any Lots or other real property within the Lodgings; or (ii) elects to relinquish his right to appoint such Director ("Developer's Resignation Event"). Upon the Developer's Resignation Event the Directors elected by Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until his successor is elected and qualified.

10.4. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the Directors shall be elected by the Members.

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10.5. The resignation of a Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Members had, now have or which any personal representative, successor, heir or assign of the Association or Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
BYLAWS

The Bylaws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for by the Bylaws.

ARTICLE XII
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense or liability is incurred. In the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XII shall not apply. The foregoing right of indemnification provided in this Article XII shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XIII
AMENDMENT

13.1. Prior to the First Conveyance (as defined in Paragraph 5.1 hereof), these Articles may be amended by an Instrument in writing signed by Developer and filed in the Office of the Secretary of State of the State of Florida.

13.2. After the First Conveyance, these Articles may be amended by any of the following methods:

13.2.1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

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13.2.2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice"); and

13.2.3. At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

13.2.4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

13.3. Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of an Institutional Mortgagee or the right of Developer to designate and elect the Directors as provided in Article X hereof without the prior written consent to such amendment by such Institutional Mortgagee or Developer, as the case may be.

13.4. Notwithstanding any provision of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Lodgings Declaration not which amend, modify or affect Paragraphs 13.3 or 13.4.

13.5. Any instrument amending the Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State of the State of Florida shall be recorded amongst the Public Records of the County, or in lieu thereof, Restated Articles of Incorporation may be adopted which restate and integrate these Articles as amended and a copy thereof, certified by the Secretary of State of the State of Florida, shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 700 Hyndemere Way, Naples, Florida 33999 and the initial registered agent of the Association at that address shall be Ralph Haskins.

ARTICLE XV

ANNUAL MEETING SEGMENT

At any regularly scheduled Annual Members' Meeting or any Special Meeting called for such purpose, the Members may conduct an "Annual Meeting Segment" (as defined in the Bylaws of the Master Association) of the Master Association and may elect any Governors to the Board of Governors of the Master Association that the class of the Master Association comprised of the Members of this Association is then entitled to elect or to conduct such other business of the Master Association that may be transacted at such Annual Meeting Segment. At any portion of the meeting devoted to conducting the Annual Meeting Segment of the Master Association, the presiding officer shall be the Governor of the Master Association comprised of the Members of this Association, if any, or, in the event there is no such Governor, by the President of the Association or such other Member as he may delegate.

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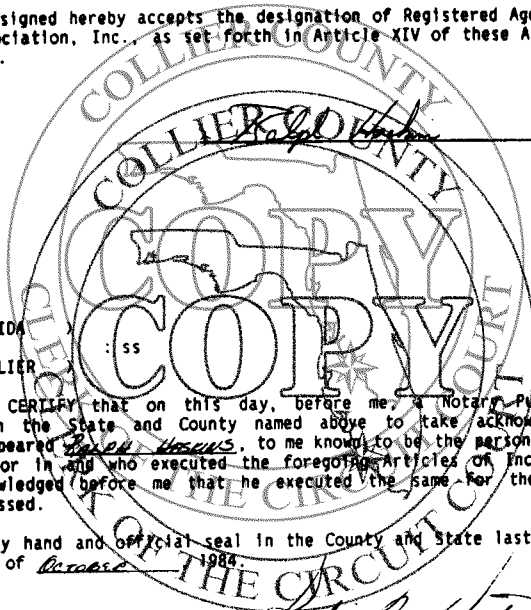
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IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature on the date set forth below.

Date: 10/2/84 Ralph Hahn

The undersigned hereby accepts the designation of Registered Agent of The Lodgings Association, Inc., as set forth in Article XIV of these Articles of Incorporation.



STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Ralph Hahn, to me known to be the person described as Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of October, 1984.

Debra R. Hartung
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Feb. 25, 1986



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EXHIBIT D

BYLAWS
OF
THE LODGINGS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of The Lodgings Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 700 Wyndemere Way, Naples, Florida, and thereafter may be located at any place in Collier County, Florida ("County") designated by the Board.

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

1.3. The seal of the Association shall bear the name of the Association; the word "Florida;" the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the "Lodgings Declaration" (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association and the termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members Meeting"). The Annual Members Meeting shall be held at the office of the Association or at such other place in the County on such day or days in the month of December and at such time or times as is designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State of the State of Florida. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members Meeting. The Annual Meeting Segment of the Master Association shall be held at the same time as the Annual Members Meeting.

3.3. Special meetings of the Membership (meetings other than the Annual Members Meeting) shall be held at any place within the County whenever called by the President or Vice-President or by a majority of the Board. A special meeting must be called by such President or Vice-President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at such special meeting. Special meetings of the Membership shall be conducted in the same manner as Annual Members Meetings.

3.4. A written notice of all Members' meetings, whether the Annual Members Meeting or "Special Meetings" (collectively "Meeting"), shall be

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given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer or to be elected by the Members. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Documents, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast a majority of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question except as to the election of a Director, which shall be by a plurality vote of the Members. If the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Members entitled to elect Directors at such Annual Meeting, and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by plurality vote of its members but matters resulting in deadlocked votes of the Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.



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3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards.

3.11. Votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in the Member's place and stead. Proxies shall be in writing signed by the Member giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.12. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer, "Chairman" of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Directors; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board of Directors.

4.2. The provisions of the Articles as to the election and removal of Directors are hereby incorporated herein by reference.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice-President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such

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meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.11. The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.12. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

4.14. (a) A Director elected by all the Members may be removed from office upon the affirmative vote at a special meeting of the Members or the agreement in writing of a majority of Members.

(b) A Director appointed by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need of a meeting or vote. Developer shall have the unqualified right to name a successor for any Director elected or designated by it and thereafter removed by it or for any vacancy on the Board as to a Director designated by it. Developer shall notify the Board of the name of the respective successor Director and the commencement date for the term of such successor Director.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association shall be exercised by the

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Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director or governor of a corporation not for profit.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one (1) or several Vice-Presidents, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible but no person shall hold the office of President and any of the following offices simultaneously: Vice-President, Secretary or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board.

6.3. In the absence or disability of the President, a Vice-President shall exercise the powers and perform the duties of the President. The Vice-President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First," "Second," etcetera., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

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6.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of the Association.

Section 7. Accounting Records; Fiscal Management

7.1. The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and upon reasonable notice. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; and (ii) an account for each "Lot Subject to Assessment" (as such term is defined in the Lodgings Declaration) which shall designate the name and address of the owner thereof, the amount of Operating Assessments and all other assessments, if any, charged to the Lot Subject to Assessment. The amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2. The Board shall adopt a Budget (as provided for in the Lodgings Declaration) of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member and each owner of a Lot Subject to Assessment shall be given notice of the Operating Assessment applicable to his Lot Subject to Assessment. The copy of the Budget shall be deemed furnished and the notice of the Operating Assessment shall be deemed given upon its delivery or upon its being mailed to the Member or owner of a Lot Subject to Assessment shown on the records of the Association at his last known address as shown on the records of the Association.

7.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made semi-annually (or more often as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4. The Operating Assessment shall be payable as provided for in the Lodgings Declaration.

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7.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Operating Assessment or Special Assessment) which determination shall be in the Board's discretion.

7.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the records of the Association.

Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind the existing rules and regulations for the operation and use of any of the Association Property provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association Property, the same shall be conspicuously posted on such property and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Association and the Board; provided, however, if such rules of order are in conflict with any of the Documents, Robert's Rules of Order shall yield to the provisions of such Instrument.

Section 10. Amendment of the Bylaws

10.1. These Bylaws may be amended as hereinafter set forth in this Section 10.

10.2. After the Turnover Event, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:



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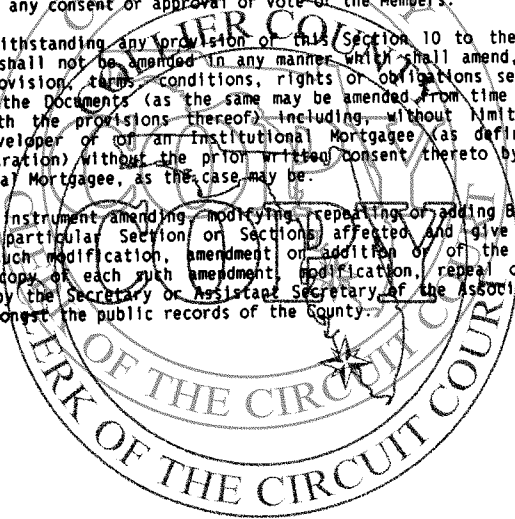
(i) Majority vote of the votes of the Members at Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) By the affirmative vote of a majority of the votes of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws provided that the Directors shall not have any authority to adopt or amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

10.3. Notwithstanding any of the foregoing provisions of this Section 10 to the contrary, until the Turnover Event, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the "First Board" (as defined in the Articles) which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent or approval or vote of the Members.

10.4. Notwithstanding any provision of this Section 10 to the contrary, these Bylaws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of the Documents (as the same may be amended from time to time in accordance with the provisions thereof) including, without limitation, any rights of Developer or of an Institutional Mortgagee (as defined in the Lodgings Declaration) without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the public records of the County.



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EXHIBIT E

1. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residence containing not less than Two Thousand (2,000) square feet of livable enclosed floor area (exclusive of open or screen porches, patios, terraces, not to exceed thirty feet (30') in height). Unless approved by the Committee as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.
2. **Layout and Grading.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout and floor elevations for the building are approved by the Committee. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position. Floor elevations must conform to Collier County requirements. Lot grading shall conform to the overall drainage plan and will be done so as not to create a problem (either drainage or aesthetic) for adjacent lots, amenities or structures.
3. **Exterior Color Plan.** The Committee shall have final approval of all exterior color plans and each Owner must submit to the Committee prior to initial construction upon any lot or preceding any repainting, a color plan showing the color of the roof, exterior walls, shutters, trim, etc.
4. **Roofs.** Flat roofs shall not be permitted unless approved by the Committee. Such areas where flat roofs may be permitted are Florida rooms, porches, and patios. There shall be no flat roofs on the entire main body of a building; provided that the Committee shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. Minimum pitch of a roof will be 5/12. Mansard roofs will not be permitted. The composition of all pitched roofs shall be tile or cedar shake shingle, or other composition approved by the Committee.
5. **Elevations.** Similar elevations shall not be built directly adjacent, diagonally or across from each other. The same model can be repeated, but different elevations are required.
6. **Garages.** In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum square footage of four hundred eighty-four (484) square feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen feet (16') for a two-car garage, or two (2) nine foot (9') doors. No carports will be permitted.
7. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen feet (16') in width at the entrance to the garage. All driveways must be constructed with concrete or a comparable material approved by the Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable to the Committee.
8. **Dwelling Quality.** The Committee shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building. The Committee shall discourage the use of imitation materials for facades and encourage the use of front materials such as brick, stone, wood, and stucco, or a combination of the foregoing.

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RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

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9. Signs. No sign of any kind shall be displayed to the public view on any Lot except the following:

A. The exclusive sales agent for a single-family residence on any lot(s) may place one professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character except "for rent" or "for sale" not to exceed five (5) square feet on the property.

The size and design of all signs shall be subject to approval by the Committee.

10. Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No playform, doghouse, tennis court, playhouse or structure of similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the Residence constructed thereon, and any such structure must have prior approval of the Committee and include sufficient landscaping treatment acceptable to the Committee.

11. Fences and Walls. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Committee. The Committee shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Fences will not be permitted on Lot lines where any adjacent view is obstructed or on the rear Lot lines which border a water body. Pool fencing must be accomplished directly adjacent to pool decking unless otherwise approved by the Committee.

12. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the Committee at the time of initial construction and development thereof. A budget of \$5,000 is required for initial plant material and trees, excluding sodding and irrigation. The entire Lot, including that portion of the Lot between the street pavement and right-of-way line, shall be maintained. It shall be the goal of the Committee in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

The Developer shall supply criteria for materials appropriate for landscaping in The Lodgings and a designation of the number of required trees and shrubs to be planted upon each Lot in The Lodgings based upon such criteria.

13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the Committee which include, but are not limited to the following.

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls for the dwelling;

C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the Committee;

D. Pool screening may not be visible from the street in front of the dwelling;

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RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL, P. A., ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA

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E. Location and construction of tennis or badminton courts must be approved by the Committee;

F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

G. Tennis court lighting shall not be permitted.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the Committee. It shall be the intent of the Committee to screen any such use from public view.

14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, during pickup, if required, are to be placed at the curb. All Lots shall be maintained during construction in a neat and nuisance-free condition.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Lot may be used as a sales office during the development of The Lodgings, or other developments by Developer in the same area. A construction trailer may be parked during the construction phase only with the express written consent of Developer on certain designated Lots if they are available and determined by the Developer to be appropriate.

16. Removal of Trees. In reviewing building plans, the Committee shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. As a result a tree survey will be required clearly indicating which trees will be removed and which trees will remain. No trees of two inches (2") in diameter at one foot (1') above natural grade shall be cut or removed without approval of the Committee, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

17. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

18. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail shall be erected on any Lot other than that supplied by the Developer.

19. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet (25') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to present obstruction of such sight-line.

20. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

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RUDEN, BARNETT, MCCLOSKEY, SCHUSTER & RUSSELL, P. A. ATTORNEYS AT LAW, ONE CORPORATE PLAZA, FORT LAUDERDALE, FLORIDA



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JOINDER BY MORTGAGEE
IN DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS FOR THE LODGINGS

BANK OF MONTREAL NEW YORK BRANCH, the holder of a Note and a Mortgage and Security Agreement recorded at OR Book 891, Pages 1818 through 1888, as modified by those certain Modifications of Mortgage and Security Agreement and Notice of Future Advances as recorded in OR Book 995, Page 123 and OR Book 1082, Page 853, Public Records of Collier County, Florida, which encumbers the property made subject by the foregoing instrument to the covenants and restrictions set forth in said instrument, does hereby join in such Declaration and grants its consent to the recording of this Declaration in the Public Records of Collier County, Florida, and hereby agrees that the aforesaid Mortgage shall be subject to said Declaration.

WITNESSES: BANK OF MONTREAL, NEW YORK BRANCH

[Signature]
[Signature] BY: [Signature]

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, personally appeared [Signature] as a Member of BANK OF MONTREAL, NEW YORK BRANCH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same, on behalf of the Bank.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1984.

NOTARY PUBLIC

JOHN DECOUFLE
Notary Public, State of New York
No. 43-4716173 Qual. in Richmond Co.
Certificate filed in New York County
Commission Expires March 30, 1986

My Commission Expires:



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JOINDER BY MORTGAGEE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE LODGINGS
("DECLARATION")

HENRY KREHLING JR., INDIVIDUALLY AND AS TRUSTEE, the holder of a note and mortgage recorded at Official Record Book 794, pages 762 through 765, Public Records of Collier County, Florida, which encumbers a portion of the property made subject by the foregoing instrument to the covenants and restrictions set forth in said instrument does hereby join in such Declaration and grants his consent to the recording of the Declaration in the Public Records of Collier County, Florida, and hereby agrees that the aforesaid Mortgage shall be subject to the Declaration.

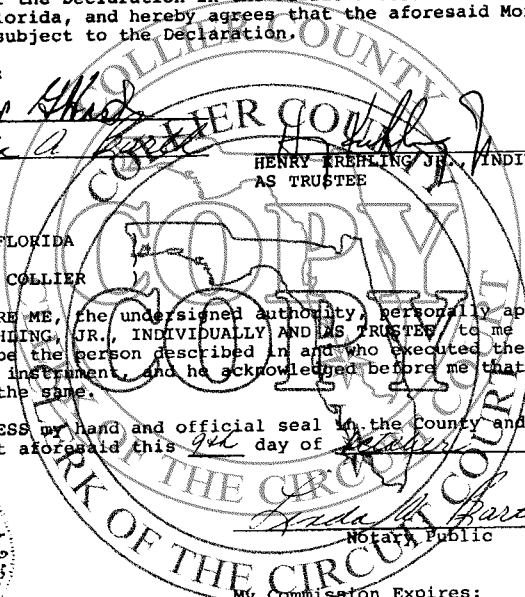
Witnesses:

David Elmer
Linda A. Barth
HENRY KREHLING JR., INDIVIDUALLY
AS TRUSTEE

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared HENRY KREHLING, JR., INDIVIDUALLY AND AS TRUSTEE to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of February, 1984.



Linda A. Barth
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 23, 1987
A FLORIDA GENERAL INS. UND.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN
Clerk of Circuit Court