3633579 OR: 3815 PG: 3488
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/08/2005 at 08:58AM DWIGHT E. BROCK, CLERK
REC FEE 375.50

Instrument prepared by and return to:
Jamie B. Greusel, Esq.
1104 No. Collier Blvd.
Marco Island, FL 34145
(239) 394-8111

Retn:
JAMIE B GREUSEL
1104 N COLLIER BLVD
MARCO ISLAND FL 34145

CERTIFICATE OF AMENDMENT

The undersigned is the duly elected President of Montclair Park Homeowner's Association, Inc., a Florida corporation, not for profit, and does hereby state and certify:

The original Declaration of Covenants, Conditions and Restrictions for Montclair Park Attached Homes (n/k/a Montclair Park Villas) was recorded in O.R. Book 1577, Page 2075 *et. seq.*, Public Records of Collier County, Florida and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Montclair Park Villas was recorded in O.R. Book 2831, Page 1814 *et. seq.*, Public Records of Collier County, Florida.

WHEREAS at the annual meeting of the members held on February 22, 2005, where a quorum was present, after due notice, all the resolutions set forth below were approved and adopted by at least two-thirds (2/3rds) of the voting interests present and voting for the purpose of amending the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and the Bylaws of the corporation. The land which is subject to the Declaration is legally described as follows:

Tract F, EMBASSY WOODS GOLF AND COUNTRY CLUB AT BRETONNE PARK, PHASE TWO, as recorded in Plat Book 17, Pages 73 through 76, inclusive, of the Public Records of Collier County, Florida.

Block A, Lots 1 through 4; Block B, Lots 1 and 2; Block C, Lots 1 through 4; Block D, Lots 1 and 2; Block E, Lots 1 through 4; Block O, Lots 1 through 4; Block P, Lots 1 and 2, Block Q, Lots 1 through 4; Block R, Lots 1 and 2, Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 26, Page 99, Official Records of Collier County, Florida.

Block F, Lots 1 through 6; Block G, Lots 1 through 6; Block H, Lots 1 through 7; Block I, Lots 1 through 3; Block J, Lots 1 through 6; Block K, Lots 1 through 6; Block L, Lots 1 through 6; Block M, Lots 1 through 8; Block N, Lots 1 through 7, Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 18, Page 21, Official Records of Collier County, Florida.

NOW THEREFORE:

1. RESOLVED: That the Declaration of the corporation be and are hereby amended and restated and the Amended and Restated Declaration of Covenants, Conditions and Restrictions are adopted in the form attached hereto and made a part hereof; and

2. RESOLVED: That the Articles of Incorporation of the corporation be and are hereby amended and restated and the filing with the Florida Department of State is certified herein and that the Amended and Restated Articles of Incorporation are adopted in the form attached hereto as Exhibit "B" and made a part hereof; and

3. RESOLVED That the Bylaws of the corporation be and are hereby amended and restated, and the Amended and Restated Bylaws are adopted in the form attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

WITNESSES:
Secretary: Kay D. Pettitt
Print name: KAY D. PETTITT
Print name: B M ABRAMS

Montclair Park Homeowner's Association, Inc.
By: Carlo Fumando
Carlo Fumando, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of May 2005, by Carlo Fumando, the President of Montclair Park Homeowner's Association, Inc., the corporation described in the foregoing instrument, who IS personally known to me.

Jonathan E. Beers
Commission #DD258771
Expires: Oct 15, 2007
Bonded Thru
Atlantic Bonding Co., Inc

Notary Public, State of Florida
Jonathan Beers
Printed Name of Notary Public
Serial Number: DD258771
My Commission Expires: 10/15/07

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MONTCLAIR PARK VILLAS

On December 11, 1990, the original Declaration of Covenants, Conditions and Restrictions for Montclair Park Attached Homes (hereinafter the "Neighborhood") was recorded in Official Records Book 1577, at Page 2075 *et seq.*, of the Public Records of Collier County, Florida. The original Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") was amended in part and restated in its entirety on May 25, 2001 and recorded in Official Records Book2831, at Page 2831 *et seq.*, of the Public Records of Collier County, Florida. The Declaration is specifically amended to change the name of the Community to Montclair Park Villas. That Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") is hereby further amended I part and is restated in its entirety.

1. SUBMISSION OF PROPERTY. This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made by Montclair Park Homeowner's Association, Inc., a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been made subject to covenants and restrictions by the original Declaration. No additional property is being made subject to the covenants and restrictions contained herein.

2. NAME. The name of the Neighborhood is Montclair Park Villas.

3. DESCRIPTION OF NEIGHBORHOOD. The land which is subject to this Declaration is legally described in Exhibit" A" attached hereto and made a part hereof.

3.1 Applicabilitv of Declaration. All property subject to this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall be equitable servitudes which run with the land, and are binding upon and inure to the benefit of all present and future Owners of Living Units. The acquisition of fee simple title to a Living Unit, or any ownership interest in the Neighborhood, or the lease, occupancies, or use of any portion of a Living Unit, shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and an agreement to be bound by its terms.

4. DEFINITIONS. All terms and words in this Declaration and its recorded exhibits shall have the meanings stated below unless the context clearly requires otherwise.

4.1 "Architectural Review Committee" or **"ARC"** means and refers to the committee described in Section 8 of the Master Declaration.

4.2 "Association" means and refers to Montclair Park Homeowner's Association, Inc., a Florida corporation not for profit. The Association is a "Neighborhood Association", pursuant to the Master Declaration.

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

4.4 "Common Area" means and refers to all portions of the real property within the Neighborhood which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members. The "Common Area" is defined as "Neighborhood Common Areas" in the Master Declaration. The term "Common Area" shall include any Preservation Area for which the maintenance responsibility therefor has been assigned to the Association by the Master Association.

4.5 "Declaration" means and refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Montclair Park Villas, and any future amendments hereto.

4.6 "Family" or **"Single Family"** means and refers to two (2) or more natural persons, each of whom is related to each of the others within the first degree by blood, marriage, or adoption, or not more than two (2) persons not so related who reside together as a single housekeeping Living Unit.

4.7 "Glen Eagle Golf & Country Club" or **"Community"** means and refers to that real estate development which is the subject of the Master Declaration.

4.8 "Governing Documents" means and refers to this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations and the Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

4.9 "Guest" means and refers to any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

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

4.11 "Lease" means and refers to the grant by an Owner of a temporary right of use of the Owner's Living Unit for valuable consideration.

4.12 "Living Unit", "Unit" or **"Residence"** means and refers to any or all of the villas which will be constructed on the Lots, each designed for use and occupancy as a single-family residence. Where the term **"Living Unit"** is used it will be interpreted as if it were followed by the words "and the Lot on which it is constructed", except where the context requires otherwise.

DECLARATION

4.13 "Lot" means one or more of the locations upon which a Living Unit will be constructed. Wherever herein the term Lot is used it shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

4.14 "Master Association" means and refers to Glen Eagle Golf and Country Cub, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common areas and improvements within Glen Eagle Golf and Country Club, as described in the Master Declaration. All Owners of Living Units in the Neighborhood shall be either Golf or Social members of the Master Association.

4.15 "Master Declaration" means and refers to the amended and restated Declaration of Covenants, Conditions and Restrictions of Glen Eagle Golf and Country Club as recorded in Official Record Book 2499, Pages 1754 *et seq.*, Public Records of Collier County, Florida, including all recorded exhibits thereto, as the same may be amended from time to time, which exhibits include the Articles of Incorporation, the Bylaws, and the listing of Living Units within each community along with designation of golf or social membership of the Master Association.

4.16 "Member" means and refers to all persons who are members of the Association as provided in this Declaration, and the Articles of Incorporation and Bylaws of the Association.

4.17 "Occupant" or **"Occupy"**, when used in connection with a Living Unit means and refers to any person who is physically present in the Living Unit on two or more consecutive days, including staying overnight.

4.18 "Owner" means and refers to any person or persons, entity or entities, who are the record Owner of the fee simple title to any Living Unit in the Neighborhood.

4.19 "Rules and Regulations" means and refers to administrative rules and regulations governing use of the Common Area, appearance of building exteriors and procedures for administering the Association and the Neighborhood, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

4.20 "Voting Interest" means and refers to the voting rights distributed to members as further described in Section 5.5 below.

5. ASSOCIATION; MEMBERSHIP; VOTING RIGHTS. The administration, management and ownership of the Common Area is by Montclair Park Homeowners Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

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

5.2 Bylaws. The Amended and Restated Bylaws of the Association shall be the Bylaws as attached as Exhibit "C".

COLLIER COUNTY
COPY
PER F.S. 119.07(1)

DECLARATION

5.3 Delegation of Management. The Association may contract for the management and maintenance of the Neighborhood and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, payment of bills, establishment and maintenance of Association accounts at financial institutions, and any other duties which the Board may deem appropriate, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the governing documents.

5.4 Membership. Every person or entity who is a record Owner of a fee interest in any Living Unit located within the Neighborhood, shall be a member, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be deemed the Owner for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

1. Recording in the Public Records of a Deed or other instrument evidencing legal title to the Living Unit in the member.
2. Approval of the Association as provided for elsewhere herein.
3. Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based. If a Living Unit is sold under a recorded agreement for deed, and the agreement for deed specifically so provides, then the purchaser (rather than the fee Owner) shall be considered the Owner and, hence, the member.

5.5 Voting Interests. The members of the Association are entitled to one (1) vote for each Living Unit owned by them. The total number of votes shall not exceed the total number of Living Units subject to this Declaration. The vote of a Living Unit is not divisible. If a Living Unit is owned by one (1) natural person, his right to vote shall be established by the record title to the Living Unit. If a Living Unit is owned jointly by two (2) or more natural persons who are not acting as trustees, that Living Unit's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Living Unit do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Living Unit is a corporation, the Living Unit's vote shall be cast by the President or Vice-President of the corporation. If the Owner of a Living Unit is a partnership, any general partner may cast the Living Unit's vote. If a Living Unit is owned in trust, any one (1) of the trustees may cast the Living Unit's vote.

5.6 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Owner's Living Unit if present in person or by proxy at an Association meeting, unless the consent of all record Owners is specifically required.

DECLARATION

5.7 Change of Membership. A change of membership in the Association shall be established by the new Owner's membership becoming effective as provided above, and the membership of the prior Owner shall thereby be automatically terminated.

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

5.9 Association As Owner of Living Units. The Association has the power to purchase Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the entire Board of Directors.

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

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

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

5.13 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual Owner or class of Owners to bring any action which may otherwise be available.

6. ASSESSMENTS AND LIENS.

6.1 Creation of Lien and Personal Obligation for Assessments. Each Owner of any Living Unit (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. The Living Unit's prorata share of regular assessments based on the annual Association budget;

2. The Living Unit's prorata share of special assessments for capital improvements or other Association expenditures not provided for by regular assessments; and

3. Any charges against less than all of the Living Units specifically authorized in this Declaration or the Association Bylaws.

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

6.2 Master Association Assessments. The Owner of any Living Unit by acceptance of a deed therefor is deemed to agree to pay its prorata share of Master Association assessments and other charges as set forth in the Master Declaration, including charges for cable television and telecommunication services.

6.3 Share of Assessments. Each Living Unit and the Owner thereof shall be liable for an equal one-eighty-third (1/83rd) share of all regular and special assessments, such share being a fraction of the whole, the numerator being one (1) and the denominator being the total number of Living Units in the Neighborhood.

6.4 Establishment of Liens. Any and all assessments levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and costs and collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Living Unit against which each such assessment is made, and shall also be the personal obligation of the Owner of each Living Unit assessed. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release the Living Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Living Unit. The lien shall be perfected from and after the recording in the Public Records of Collier County of a Claim of Lien by the Association setting forth the amount and due date of each assessment unpaid as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

6.5 Priority of Liens. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded prior to the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when recorded. Any lease of a Living Unit shall be subordinate

COLLIER COUNTY CLERK OF THE CIRCUIT COURT E-COPY

and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Living Unit by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by, and assessed against all Living Units, including the Living Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

6.6 Collection of Assessments. If any Owner fails to pay any assessment, or installment thereof, within thirty (30) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such assessment or installment, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment penalty in such amount as determined by the Board of Directors. A separate penalty may be imposed for each month that the assessment or installment remains unpaid. This penalty shall not be considered a fine as provided for in Section 14.2 hereof, and the procedural requirements for levying fines set forth therein shall not apply. All payments on account shall be applied first to interest, then to late payment penalties, court costs and attorney's fees and finally to delinquent assessments.

2. To suspend the rights of a member or member's tenants, guests and invitees to use the Common Area and facilities until all delinquent amounts are paid. No such suspension of Common Area use rights shall impair the right of a Living Unit Owner or tenant to have vehicular and pedestrian ingress to and egress from the Living Unit, including the right to park. In accordance with Section 617.305(2)(b), Florida Statutes, the procedural requirements of Section 14.2 hereof shall not apply to any suspension for failure to pay assessments.

3. To suspend the voting rights of a member for the nonpayment of regular annual assessments that is delinquent in excess of ninety (90) days.

4. To deny Association approval of any proposed sale, lease or other transfer of the Owner's Living Unit.

5. To accelerate the due date for the entire remaining unpaid amount of the regular assessments against the Owner's Living Unit for the remainder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

6. To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of liens on condominium Living Units for unpaid condominium assessments.

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

DECLARATION

COLLIER COUNTY FL COPY CLERK OF THE CIRCUIT COURT

6.7 Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner. The Association has the authority to require the advance payment of a processing fee for the issuance of such certificate in an amount determined by the Board from time to time.

7. ARCHITECTURAL AND AESTHETIC CONTROL. No building, structure or other improvement shall be erected or altered on any Living Unit, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Living Unit or Common Area be performed without the prior written approval of the Architectural Review Committee of the Master Association (hereinafter called the "ARC"). In obtaining said written approval, the Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Master Declaration and the ARC. ARC procedures require prior Association approval. Refusal of approval for plans and specifications by either the Association or the ARC may be based on any reason including purely aesthetic reasons.

8. PROPERTY RIGHTS; EASEMENTS.

8.1 Use of Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks and walkways laid out on the Common Area for use in common with all other Owners, their tenants, guests and invitees. The portions of the Common Area not used for walkways, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

1. The right and duty of the Association to levy assessments against each Living Unit for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

2. The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the Owners to use the Common Area for the purposes intended.

3. The right of an Owner to the use and enjoyment of the Common Area shall extend to the members of his immediate family who reside with him, and to his tenants, guests and invitees, subject to regulation from time to time by the Association.

8.2 Encroachments. If any Living Unit or part of a Living Unit shall encroach upon any of the Common Area or upon any other Living Unit for any reason other than the intentional

act of the Owner, or if Common Area shall encroach upon any Living Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Living Unit (the "encroaching Living Unit") shall encroach upon any adjoining Living Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner, then an easement appurtenant to such encroaching Living Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

8.3 Partition; Separation of Interests. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Living Unit owned by co-tenancy. The ownership of any Lot and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Living Unit hold membership in the Association.

8.4 Easements. The Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Neighborhood and to grant access easements and to relocate any existing access easements in any portion of the Neighborhood as the Association shall deem necessary or desirable, for the proper operation and maintenance of the Neighborhood, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Living Units. Each Living Unit shall be subject to an easement in favor of all other portions of the Neighborhood for the location of utilities, and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Neighborhood.

8.5 Driveway. The Owner of each Living Unit shall have an exclusive easement over any portion of the Common Area crossed by his driveway.

9. MAINTENANCE; IMPROVEMENTS.

9.1 Maintenance of Common Area. Except as otherwise provided herein, the Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements constructed on the Common Area, including but not limited to, all landscaping (except as provided below), irrigation systems, drainage structures, walkways, recreation facilities, lighting fixtures and other structures, all such work to be done as ordered by the Board of Directors or its designee. The Association shall obtain the written approval of the ARC prior to making any material or substantial additions to the Common Area. The Association shall maintain, repair and replace all driveways, sidewalks and walkways except for any cosmetic-type work and/or normal cleaning that might include but is not limited to

removal of oil drippings, tire tread marks, roller skates or blades or any other toy or vehicle with any type of wheels leaving marks.

9.2 Party Walls.

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of Living Units upon the Neighborhood and placed within the dividing line between Living Units shall constitute a party wall and the general rules of law regarding party walls and responsibility for maintenance thereof and regarding liability for property damage due to negligent or willful acts or omission shall apply thereto to the extent not inconsistent with the provisions of the Governing Documents.

2. Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Weatherproofing. Notwithstanding any other provision of this Section 9.2, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 9.2 shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

9.3 Landscaping Walls. If any Living Unit has a landscaping wall, it shall be the responsibility of the Association to maintain the area enclosed by said landscaping wall.

9.4 Road Maintenance. The Master Association maintains all roads and travelway easements not within Condominium Association common area property. The Master Association is therefore responsible for the maintenance of all roads and travelway easements within and adjacent to the Montclair Park Villas.

9.5 Maintenance of Living Units. The Association shall clean, maintain, repair and replace the roofs, structural components and exterior walls of the Living Units and appurtenant structures including the garages, keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial

construction, except for normal weathering, wear and tear. Exterior painting shall be performed according to a schedule adopted by the Board of Directors. The cost of Association maintenance described above shall be a common expense. Otherwise the maintenance, repair and replacement of the Living Units shall be the responsibility of the Owners thereof, except as provided with respect to party walls pursuant to Section 9.2 of this Declaration.

9.6 Enforcement of Maintenance. If the Owner of a Living Unit fails to maintain a party wall as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Living Unit, with or without consent of the Owner. The Association shall have the right to repair any Living Unit which constitutes a danger or nuisance or is unsightly or in disrepair, provided that the Owner is given no less than five (5) days notice of the Association's intent to do so which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Living Unit, which charge shall be a lien on the Living Unit which may be foreclosed and shall include the Association's attorney fees and other costs in connection with said foreclosure.

9.7 Negligence: Damage Caused by Condition in Living Unit. The Owner of each Living Unit shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance. If any condition, defect or malfunction existing within a Living Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Living Units, the Owner of the offending Living Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not met by insurance. If one or more of the damaged Living Units is not occupied at the time the damage is discovered, the Association may enter without prior notice to the Owner and take reasonable actions to prevent the spread of the damage. The Association may, but is not obligated to, also repair the damage.

9.8 Alterations and Additions. Funds necessary for material alterations or substantial additions to the Common Area may be levied as special assessments by the Association only upon prior approval by a majority of the whole Board of Directors and approval by two-thirds (2/3rds) of the voting interests present and voting at a meeting or by ballot as provided in the Bylaws. Prior to the commencement of any such project relating to the Common Area or to the buildings, the Association shall obtain the written approval of the ARC. However, if changes necessary to enable the Association to perform its legal duty to protect, insure, maintain, repair or replace the Neighborhood also happen to constitute material alterations or substantial additions, no prior approval of the Owners is necessary.

9.9 Responsibilities.

1. **Association Responsibility.** It shall be the responsibility of the Association to assume the care and maintenance for the following items, except where a builder's warranty is in effect.

A. The Association shall clean, maintain, repair and replace the roofs.

B. The Association shall clean, maintain, repair and replace structural components and exterior walls of the Living Units, including landscaping walls, and appurtenant structures including the garages, except that if any damage to such outside Living Unit walls or landscaping walls results from Owner action including, but not limited to, damage due to the installation of a satellite dish, damage resulting from a landscaping trellis, or damage resulting from a vehicular accident, then such damage repair shall be the responsibility of the Owner.

C. Exterior painting shall be performed by the Association according to a schedule adopted by the Board of Directors. Exterior painting includes the exterior Living Unit walls, landscaping walls, lanai walls, exterior of the garage door exterior of the entry-door into the garage area, the Living Unit's exterior front door, and all exterior door frames.

D. Landscaping installed by the Association as well as any Owner-installed landscaping that the Board of Directors approves in writing prior to its installation shall be maintained in accordance with Section 12.8 of this Declaration.

E. The Association is not required to replace any landscaping that may die or that requires removal for any reason unless the Board of Directors so dictates.

F. All irrigation systems within the Association's purview shall be maintained, repaired and replaced as necessary.

G. The Association shall maintain, repair and replace all Association owned equipment, furniture and supplies contained within the swimming pool area.

H. The Association shall maintain, repair and replace the outside carriage light fixtures affixed to a Living Unit.

I. The Association shall maintain, repair and replace mail boxes, posts and post lighting.

J. The Association shall replace, as necessary, the low wattage, fluorescent light bulbs in the mail box light fixture or any other bulb deemed to be beneficial for the Association.

K. The Association shall maintain, repair and replace all driveways, sidewalks and walkways except for any cosmetic-type work and/or normal cleaning that might include but is not limited to removal of oil drippings, tire tread marks, roller skates or blades or any other toy or vehicle with any type of wheels leaving marks.

L. The Association shall assume responsibility for any damage to sidewalks or driveways and to water pipes if such damage is caused by the roots of an HOA-planted tree. If the tree was planted by the owner, the HOA is not responsible for any damage caused by the tree(s).

All such work required by any Association responsibilities shall be done as ordered by the Board of Directors.

DECLARATION

2. **Owner Responsibility**. Living Unit Owner responsibilities, i.e. at his own expense, include:

A. The Owner of each Living Unit shall maintain, repair and replace all portions of his Living Unit except those portions specifically required to be maintained, repaired and replaced by the Association.

B. Day-to-day cleaning of driveways, sidewalks and walkways.

C. Day-to-day cleaning of the mail boxes.

D. Day-to-day cleaning and care of the paint and surface of the walls, floor and ceiling within the parking garage and the wiring, electrical outlet(s) and fixture(s) therein, if any, and the replacement of the light bulbs.

E. Maintain, repair and replace windows, glass and screens, including the lanai screens, the lanai screen door and aluminum frame.

F. Maintain, repair and replace interior doors, door and window hardware, and locks.

G. Maintain, repair, and replace all electrical wiring, telephone and television wiring, plumbing and all electrical, plumbing or mechanical fixtures or equipment located inside or outside the Living Unit that serve only his Living Unit. This includes the air conditioning and heating equipment fixtures or equipment that is located outside the Living Unit.

H. Replacement of all outside light bulbs except for the mailbox post light.

I. Maintain, repair and replace the garage door allowing entry of motor vehicles, any fixed or other type door(s) in portions of the entrance ways to a garage, any garage door opener(s) and any mechanical and/or electrical devices associated with the garage door(s) and opener(s), with the exception of exterior painting of the vehicle garage door.

J. Maintain, repair and replace the Living Unit front door(s), with the exception of exterior painting of these doors.

K. Repair and replace any damage to county water pipes occurring from the pipes into the unit.

10. **INSURANCE**. Unless otherwise required by applicable law, the Association's responsibility with regard to insuring the Living Units within the property governed by that Association shall be the same as required of a Condominium Association under Section 718.111 (11) of the Florida Condominium Act, as the same shall exist on the date of recording the original Declaration (December 11, 1990). A copy of each policy of insurance in effect shall be available for inspection or photocopying upon request by Owners at reasonable times. Every property insurance contract issued to protect a building shall provide that the word "building" wherever used includes all fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Living Units initially installed, or replacements thereof like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the Living Unit was initially conveyed if the original plans and specifications are not available. However,

the word "building" does not include floor coverings, wall coverings, or ceiling coverings. With respect to the coverages provided for by this Section 10, the Owners shall be considered additional insureds. Insurance shall also be carried and kept in force at all times in accordance with the following provisions:

10.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times, the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the Owners without naming them, and their mortgagees.

10.2 Required Coverage. The Association shall maintain adequate liability insurance and casualty insurance covering all buildings, and all insurable improvements on the Common Area in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors, such insurance to afford protection against:

1. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism, and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

2. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

10.3 Optional Coverage. The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners, including but not limited to:

1. Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

2. Compensation. The Association may maintain Worker's Compensation insurance on at least a minimum premium basis.

10.4 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Owner. The master policies shall be available for inspection by Owners upon request.

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

10.6 Insurance Proceeds. All insurance policies purchased by an Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

DECLARATION

10.7 Distribution of Proceeds. Proceeds of insurance received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

10.8 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner which is a member of that Association to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the residences.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Neighborhood is damaged by casualty, how it shall be reconstructed or repaired shall be determined as follows:

11.1 Damage to Living Units. Where loss or damage occurs entirely within one or more Living Units, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to the Owner(s) of the damaged Living Units in shares proportional to the amount of damage in each Living Unit. The Owners of damaged Living Units shall be responsible for reconstruction and repair.

11.2 Damage to Buildings and Association Property. Where loss or damage occurs to the buildings or Common Area, it shall be mandatory for the Association to repair, rebuild and repair the damage and the following procedures shall apply:

1. The Board of Directors shall promptly obtain reliable and detailed estimates for the cost of the repair and restoration, and shall negotiate and contract for the repair and construction of the premises.

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

11.3 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from the insurance proceeds; if there is a balance in the funds held by the Association after payment of all costs of repair and restoration, such balance shall become part of the common surplus.

11.4 Equitable Relief. In the event of substantial damage to the Neighborhood, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Owner may petition a court for equitable relief, which may include partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the occurrence of damage or destruction and is completed within nine (9) months thereafter.

11.5 Plans and Specifications. All reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors and by the Owners of three-fourths (3/4ths) of the Living Units.

DECLARATION

12. GENERAL COVENANTS AND RESTRICTIONS.

12.1 Residential Use. No Living Unit shall be used for other than a single family residence. No commercial business shall be operated within any Living Unit. No building other than one single family residence shall be erected, altered, placed or permitted to remain on any Lot.

12.2 Occupancy of Living Unit when Owner is not in Residence. An Owner may allow family or friends to occupy his Living Unit in his absence. The Owner must register all such guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than four (4) overnight occupants are allowed at any time.

12.3 Nuisance. No noxious or offensive activity shall be carried on by any Owner in any Living Unit or on the Common Area, nor shall any Owner permit or condone any activity by any guest(s) or tenant(s) that is or may reasonably become a source of annoyance or nuisance to other residents. This includes, but is not limited to, late night noise (10:00 PM or later), repeated hitting of any walls such as with a ball, violation of posted swimming pool rules, blocking any owner's mailbox or driveway, and parking in another owner's driveway without permission.

12.4 Temporary Structures. No temporary structure, including trailer, tent or shack shall be used at any time as a residence, either temporarily or permanently.

12.5 Signs. The Master Declaration establishes restrictions for signs within the Glen Eagle Golf & Country Club, which restrictions, as amended from time to time, shall govern the erection of signs, banners, bill boards and advertisements of any kind in the community.

12.6 Appearance; Refuse Disposal. Each Owner shall keep his adjacent Common Area clear of trash and debris and shall reasonably maintain his Living Unit. No adjacent Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers within the Living Units, except that such containers may be placed on the street the day of or night before scheduled refuse removal Service in accordance with Collier County rules which state that no containers are to be placed on the street prior to 6:00 PM on the day before the scheduled service. Such containers must be replaced inside the Living Unit on the day of the service, following said service. No garbage incinerators or burning of trash shall be permitted. Any fines that are levied by Collier County because of violations of any of these rules will be the sole responsibility of the Owner causing the violation.

12.7 Windows. Hurricane shutters, shutters of any type, awnings, solar film and other window coverings must be submitted to the Association using the forms dictated by the Association and the ARC. The Association will take appropriate action and will forward the request to the ARC for its action.

COLLIER COUNTY FLORIDA COPY I CERTIFY THIS IS A TRUE COPY

DECLARATION

12.8 Landscaping. The landscaping, including without limitation, the trees, shrubs, flower beds, lawns, walkways and ground elevation shall be maintained by the Association, except for areas not approved in writing by the Board of Directors. No landscaping shall be added, cut down, destroyed or removed without the prior express written consent of the Board of Directors, and any actions to the contrary may result in the removal of such landscaping and/or fines as described in the Governing Documents. No artificial grass, plants or other artificial vegetation shall be placed or maintained outside of the Living Unit, unless approved in writing, in advance, by the Association. The Association shall have no obligation to replace landscaping placed by an Owner even though the landscaping received the prior written approval from the Board of Directors.

12.9 Outside Lighting. No spotlights, floodlights, or similar type of high intensity lighting shall be placed or utilized upon any Living Unit or Common Area which in any way will allow light to be reflected on any other Living Unit or the improvements thereon or upon any Common Area or any part thereof, without the written authorization of the Board. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Neighborhood shall be allowed if the Owner submits an application to the Association and complies with the rules governing the types of low intensity lighting.

12.10 Pets. The Owner of each Living Unit may keep one (1) small pet of a normal domesticated household type (such as a cat or dog) in the Living Unit, provided that no pet may be kept, bred or maintained for any commercial purpose. The pet may be carried under the Owner's arm, but any pet shall be leashed at all times while outside of the Living Unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Neighborhood. No reptiles, amphibians, poultry or livestock may be kept in the Neighborhood.

12.11 Parking and Vehicular Restrictions.

1. Parking and Storage of Vehicles. Section 7.22 of the Master Declaration provides specific rules for the parking and storage of vehicles. Some of these provisions include, but are not limited to:

A. No commercial vehicle of any kind shall be parked in the Neighborhood except for construction or service vehicles temporarily present on business. For the purposes of this Section 12.11, the term "commercial vehicle" shall include any vehicle that displays any lettering on said vehicle as well as any van that is paneled, i.e. with only a windshield, driver and passenger windows, and with or without windows in the back door(s).

B. No boat, trailer, semi-trailer, house trailer of any kind, camper, mobile home, motor home, bus truck, truck camper, pick-up truck, or disabled inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Neighborhood unless it is kept fully enclosed inside a structure, i.e. a garage. The only exceptions to this provision shall be for loading and unloading purposes only and this must occur during daylight hours.

DECLARATION

C. No motor vehicle shall be parked anywhere other than on paved areas designated for that purpose or in a garage.

D. Any vehicle that is in wrecked, junked, partially dismantled, inoperative or in an abandoned condition, whether attended or not, is not permitted within the Neighborhood.

E. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep in the Neighborhood.

Other limitations and rules are contained within the Master Declaration in Section 7 that Owners should refer to if there is any question regarding Parking and Storage of Vehicles.

2. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean boats, campers, mobile homes, motor homes, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

3. Common Area Parking: Owners and their guests or tenants are to comply with applicable traffic rules concerning the parking of vehicles, i.e. facing the proper way; not blocking driveways or mailboxes, etc. The paved parking area at the Common Area swimming pool is not to be utilized as additional parking for any Owner, guests, or tenants. Any vehicle parked in violation of may be towed as provided in Paragraph (B) above.

COPY

12.12 Satellite Dishes, Television, Other Outdoor Antennae and Flagpoles. The Master Declaration provides specific guidelines in Section 7. Association owners should refer to their Master Declaration for the entire provision.

1. The Master Declaration provides, in part, that no outside television, radio, or other electronic towers, aerials, antennae, satellite dishes, and all other devices of any type used or intended to be used for the reception or transmission of radio or television broadcasts or other telecommunications, shall be erected unless express approval, in writing, is provided by the ARC. The Association shall receive any such requests prior to submission to the ARC; all requirements for forms, plans and specifications shall be provided to the Association as required by the ARC. The Association shall make a recommendation and forward the application to the ARC.

2. The foregoing does not apply to the installation, maintenance and use of antennas to receive video programming, including specifically small DBS (direct broadcast

satellite) dishes, one (1) meter or less in diameter, T.V. antennas, and antennas used to receive multipoint distribution (wireless cable) services, covered by 47 C.F.R., Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association may adopt rules governing the types of antennas as well as restrictions relating to safety, location and maintenance of antennas. The Master Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear-yard locations, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. The Association shall receive any plans for installation of a satellite dish to ensure compliance with that Section 7 of the Master Declaration. When compliance is assured and agreed to, the Association will file appropriate papers with the ARC.

3. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Association and then must be approved by the Master Association. An approved flagpole shall not be used to mount an antenna of any type.

12.13 Garage Sales. No garage sale, estate sale, flea market, auction, or similar event shall be held from any Living Unit.

12.14 Rental of Living Units.

1. If a Living Unit Owner wishes to rent his Unit, the Owner shall submit a rental application to the Association at least twenty-one (21) days prior to the occupancy date. In order for the application to be considered for approval, a copy of the lease agreement must accompany the application along with the appropriate rental processing fee. The Master Association will not process any golf transfer application for rentals without the rental approval of the Association. If prior approval is not sought from the Association, a fine will be levied upon the Owner as provided in Section 14.2 hereof.

2. No Living Unit may be rented for less than thirty (30) days.

3. No Living Unit may be rented more than three (3) times in any one calendar year. The first day of the lease term shall determine the year in which the lease occurred.

4. The rental application submitted by the Living Unit Owner must include a rental processing fee of $50.00. No rental application will be considered without this $50.00 fee.

5. No renter of any Living Unit shall have any type of pet unless (1) there is an express written agreement regarding the number, type and size included in the lease agreement between the renter and the Unit Owner and that (2) the number and size of the pet conforms to the provisions found in Section 12.10.

6. A copy of the Association's Rules and Regulations shall be provided by the Association with each approved application. It is the responsibility of the Owner to see that the renter receives this copy.

7. The Owner is responsible for any damage or violations that his renter causes.

DECLARATION

8. The Owner shall be fined if there are continued violations that his renter causes.

9. No rental application will be approved if the Owner is currently in arrears on his/her assessment payments.

10. The Board shall deny any rental application if the Owner has been in arrears for more than ninety (90) days during the prior year.

11. There shall be no sub-leasing of any Living Unit.

12. The occupants of any rented Living Unit shall not exceed more than two (2) adults.

12.14.1 Decorations. Holiday decorations for the December holidays are permitted to be outside the villa unit residence only from December 1 through January 15. Any other holiday decorations throughout the year may be outside the unit for one week prior to the holiday date and three (3) days after, for a total of 11 days. Examples of these types of holiday decorations include, but are not limited to, Valentine's Day, St. Patrick's Day, Easter, Memorial Day, July 4th, Labor Day, Halloween, Veteran's Day, and Thanksgiving.

12.14.2 Flags. As provided in Section 12.12, the Master Association provides specific rules for flagpoles in Master Association Documents (Section 7.15) and Montclair Park Homeowners Association owners should refer to that section for the entire provision. The Montclair Park Homeowners Association also requires that the American Flag be displayed at all times in accordance with United States Code, Title 36, Chapter 10. Florida Statutes now also specify that any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. The Montclair Park Homeowners Association also permits the display of any other flags, including decorative flags, through the use of a short decorative flag holder mounted at the side of a garage entrance. The Board does retain the right to require that any flag other than those permitted by Florida Statutes be removed if it is such that it is offensive to any person(s), group, or the United States. A flag supporting a particular sports team would not be considered offensive; a flag representing a holiday or the country of your origin would not be considered offensive unless the USA were at war with that country. Flags that are racially offensive, or contain inappropriate language, or are anti-American would be considered offensive and the Board has the discretion to make this determination.

12.15 Additional Restrictions. The Master Declaration contains additional restrictions which are applicable to the Neighborhood and the Owners. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration shall control; provided however, that the Declaration and the other Governing Documents may contain provisions which are more restrictive than those contained in the Master Declaration, in which event the more restrictive provisions shall control.

DECLARATION

13. TRANSFER OF OWNERSHIP OF LIVING UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Living Units and facilitating the development of a stable, quiet community and peace and mind for all Living Units, the transfer of ownership of Living Unit by an Owner shall be subject to the following restrictions, which each Owner covenants to observe:

13.1 Forms of Ownership:

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

2. Co-ownership. Co-ownership of Living Units may be permitted. If the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-owners as "primary occupants", and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 13.

3. Ownership by Corporations or Trusts. A Living Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the extent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Living Unit may be used as short term transient accommodations for several individuals or families. The approval of a trustee, or corporation or other entity as an owner shall be conditioned upon designation of one natural person to be the "primary occupant", and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provision of this Section 13. No more than one such change will be approved in any twelve-month period.

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

DECLARATION

13.2 Transfers.

1. Sale of Gift. No Owner may effectively convey title to a Lot or Living Unit or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to occupy or use the Living Unit shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the Owner by blood or adoption within the first degree.

3. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Living Unit shall be subject to the approval of the Association under the procedure outlined in Section 13.3 below.

13.3 Procedures.

1. Notice to Association.

A. Sale or Gift. An Owner intending to make a gift of his Lot and Living Unit or any interest therein shall give to the Board if Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require.

B Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board but may sell or lease the Living Unit following the procedures provided in this Declaration.

C. Failure to Give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

2. Within twenty (20) days of receipt of the required notice and all information required, but not later than sixty 60) days after receipt of the notice, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the Transferee.

3. Disapproval. The Board may disapprove a proposed transfer only if a majority of the whole Board so votes, after receiving a written opinion of counsel that such disapproval is for a good cause. Only the following shall be deemed to constitute good cause:

A. The person seeking approval or any member of that person's family who will reside with him has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

B. The person seeking approval or any member of that person's family who will reside with him has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

C. The application for approval on its face indicates that the person seeking approval or any member of that person's family who will reside with him intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Neighborhood;

D. The person seeking approval or any member of that person's family who will reside with him has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Owner or occupant of a Living Unit; or

E. The person seeking approval or any member of that person's family who will reside with him failed to provide the information and appearance required to process the application in a timely manner.

13.4 Exception. The provisions of Section 13.2 and 13.3 do not require Association approval of the acquisition of title by judicial sale, nor by a institutional mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

13.5 Unapproved Transfers. Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

13.6 Fees for Processing Applications for Approval to Purchase or Lease. Whenever herein the Association's approval is required to allow the sale, lease, or other transfer of an interest in a Living Unit, the Association may charge the Owner a fee for processing the approval, such fee to be determined by the Board of Directors. No fee may be charged for approval of the renewal or extension of a lease with the same lessee.

14. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner shall at all times comply with Chapter 617, Florida Statutes, other applicable laws, ordinances and regulations as well as all the covenants, conditions and restrictions of the Governing Documents. All violations of laws or the Governing Documents shall be reported immediately by any Owner to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation.

14.1 Legal Action. Judicial enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Living Unit to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

14.2 Fines and Suspension. The Board may impose a fine or fines upon an Owner for failure of the Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The Board may also suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities. The procedures for levying fines or suspending Common Area use rights shall be as follows:

1. Notice. The Association shall notify the Owner of the nature of the alleged infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall have an opportunity for a hearing and a right to present reasons why penalty(ies) should not be imposed. Notice of the hearing must be given at least fourteen (14) days in advance of the hearing.

2. Hearing. At the hearing, the facts of the alleged infraction(s) shall be presented to a committee appointed by the Board consisting of at least three (3) members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. The Owner shall then have a reasonable opportunity to present evidence as to why the penalty(ies) should not be imposed. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

3. Amount of Fine. The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offenses; however, no fine may exceed one hundred dollars ($100.00) per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $5,000.00 in the aggregate.

4. Collection of Fines. Fines shall be treated as an assessment due to the Association ten (10) days after the hearing.

5. Application. All monies received from fines shall become part of the common surplus.

6. Nonexclusive Remedy. Fines and suspensions shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the

COLLIER COUNTY
OFFICIAL RECORDS
COPY
FOR THE RECORD

Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

7. Effect of Suspension. Any suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Living Unit to have vehicular and pedestrian ingress to and egress from the Living Unit, including, but not limited to, the right to park.

14.3 Applicabilitv of Documents. All of the provisions of the Governing Documents pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Living Unit as a lessee, guest or invitee to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. The Association may also bring an action at law or in equity, or both, to redress alleged failure or refusal to comply with the Governing Documents or law against any tenant, guest or invitee occupying a Living Unit or using the Common Area. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs.

15. MASTER ASSOCIATION.

15.1 Applicabilitv of Master Documents. By taking title to a Living Unit, the Owner becomes subject to the terms and conditions of the Master Declaration as it may be amended from time to time.

15.2 Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess its members for all expenses which may be incurred by the Master Association in the performance of its duties and to place liens on Living Units in the event of failure to pay said assessments.

15.3 Membership in Master Association. In accordance with the provisions of the Master Declaration, all Owners must be Golf or Social members of the Master Association.

16. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.

16.1 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the original Declaration of Covenants, Conditions and Restrictions for Montclair Park Attached Homes (which date of recording was December 11, 1990). Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an

additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

16.2 Vote Required to Amend. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of each proposed amendment has been given to the members in accordance with law. No amendment shall change the Owner's share of liability for assessments or voting rights unless the Owner consents to the amendment.

16.3 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in the Bylaws. If the vote is taken by the method described in this Section, the list of unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

16.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by officers of the Association with the formalities of a deed. The

certificate must also set forth the legal description of the Neighborhood. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

17. GENERAL PROVISIONS.

17.1 Waiver. Any waiver by the Association of any provisions of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

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

17.3 Headings. The headings of any Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

17.4 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

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

17.6 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

DECLARATION

EXHIBIT "A"

LEGAL DESCRIPTION

MONTCLAIR PARK VILLAS
[formerly Montclair Park Attached Homes]

Tract F, EMBASSY WOODS GOLF AND COUNTRY CLUB AT BRETONNE PARK, PHASE TWO, as recorded in Plat Book 17, Pages 73 through 76, inclusive, of the Public Records of Collier County, Florida.

Block A, Lots 1 through 4; Block B, Lots 1 and 2; Block C, Lots 1 through 4; Block D, Lots 1 and 2; Block E, Lots 1 through 4; Block O, Lots 1 through 4; Block P, Lots 1 and 2, Block Q, Lots 1 through 4; Block R, Lots 1 and 2, Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 26, Page 99, Official Records of Collier County, Florida.

Block F, Lots 1 through 6; Block G, Lots 1 through 6; Block H, Lots 1 through 7; Block I, Lots 1 through 3; Block J, Lots 1 through 6; Block K, Lots 1 through 6; Block L, Lots 1 through 6; Block M, Lots 1 through 8; Block N, Lots 1 through 7, Montclair Park Villas, according to the Plat thereof as recorded in Plat Book 18, Page 21, Official Records of Collier County, Florida.

COPY
CLERK OF THE CIRCUIT COURT

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 7, 2005, to Articles of Incorporation for MONTCLAIR PARK HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N40883.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of April, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

MONTCLAIR PARK HOMEOWNER'S ASSOCIATION, INC.

Pursuant to Section 617.1007(4), Florida Statutes (1999), these Articles of Incorporation of Montclair Park Homeowner's Association, Inc., a Florida corporation not for profit which was originally incorporated under the same name on November 19, 1990, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(2), Florida Statutes (1999), and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1007(2), Florida Statutes (1999), and the omission of matters of historical interest.

ARTICLE I

NAME AND ADDRESS: The name of the corporation is Montclair Park Homeowner's Association, Inc., sometimes hereinafter referred to as the "Association". The address of the Association is c/o K. Pettitt, Secretary at 908 Marblehead Drive, Naples, Florida 34104.

ARTICLE II

PRINCIPAL OFFICE: The principal office and mailing address of the corporation shall be at c/o K. Pettitt, Secretary at 908 Marblehead Drive, Naples, Florida 34104 or at such other address as the Association may subsequently determine.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit or distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential neighborhood homeowners association which, subject to a Declaration of Covenants, Conditions and Restrictions originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1577 at Page 2075 *et. seq.*, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with said Declaration of Covenants, Conditions and Restrictions, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

1. To make, levy and collect assessments for the purpose of obtaining funds from its members to pay for the operational expenses of the Association and costs of its collection and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

2. To make, amend and enforce reasonable rules and regulations governing the use of the Common Area and the operation of the Association;

3. To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;

4. To contract for the management and maintenance of the Common Area and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration or by law to be exercised by the Board of Directors or the membership of the Association;

5. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood;

6. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests agreeing to such dedication, sale or transfer;

7. To borrow or raise money for any purposes of the Association, without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association;

8. To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or to annex additional residential property or Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests;

9. To assist, cooperatively with Glen Eagle Golf and Country Club, Inc., in the administration and enforcement of the amended and restated Declaration of Covenants, Conditions and Restrictions for the Glen Eagle Golf and Country Club as the same is more particularly set forth in O. R. Book 2499, Page1754 *et. seq.*, Public Records of Collier County, Florida, as amended from time to time.

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

11. All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLES OF INCORPORATION

EXHIBIT "B"

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in Section 5 of the Declaration of Covenants, Conditions and Restrictions for Montclair Park Villas, to which a copy of these Articles is attached as Exhibit "B", and the Bylaws of the Association.

ARTICLE V

TERM: DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the members who are entitled to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

ARTICLE VII

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

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

2. **Vote Required**. Except as otherwise required by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests present and voting, in person or by proxy, at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.

3. **Effective Date**. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

4. **Conflict**. In the event of a conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLES OF INCORPORATION

EXHIBIT "B"

ARTICLE VIII

DIRECTORS AND OFFICERS:

1. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

2. Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

3. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees (at all trial and appellate levels), actually and reasonably incurred by or imposed on such person or persons in connection with any claim, legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or officer at the time such expenses are incurred. The foregoing right of indemnification shall not apply to:

1. Gross negligence or willful misconduct in office by any Director or officer.

2. Any criminal action, unless the Director or officer acted in good faith and in a manner reasonably believed was in, or not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLES OF INCORPORATION

EXHIBIT "B"

AMENDED AND RESTATED

BYLAWS

OF

MONTCLAIR PARK HOMEOWNER'S ASSOCIATION, INC.

1. **GENERAL**. These are the Amended and Restated Bylaws of Montclair Park Homeowner's Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of serving as a residential neighborhood homeowners association.

1.1 Principal Office. The principal office of the Association shall be at c/o K. Pettitt, Secretary at 908 Marblehead Drive, Naples, Florida 34104 or such other location as the Board of Directors may designate.

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

1.3 Definitions. The definitions for various terms used in these Bylaws shall be as set forth in Section 4 of the Declaration of Covenants, Conditions and Restrictions for Montclair Park Villas (the "Declaration"), to which these Bylaws are attached as Exhibit "C".

2. **MEMBERS: VOTING RIGHTS**. The members of the Association and their voting rights shall be as set forth in Section 5 of the Declaration.

3. **MEMBERS' MEETINGS; VOTING.**

3.1 Annual Meetings. The members shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be held in Collier County, Florida, each year during the month of February on a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members representing at least ten percent (10 %) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting. The notice must be mailed to each member at his address as it appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. Notice of the annual meeting shall be sent by first class mail to each owner. Notice of a special meeting must include a description of the purpose of the meeting.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

3.4 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least a thirty percent (30 %) of the voting interests.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

3.6 Proxies. Votes may be cast at a meeting either in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote and specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary at least forty-eight (48) hours before the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned. If a time and place for the reconvened meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for the reconvened meeting shall be sent in accordance with Section 3.3 above. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

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

1. Call of the roll or determination of quorum.
2. Reading or disposal of minutes of last meeting.
3. Reports of Officers.
4. Reports of Committees.
5. Election of Directors (annual meeting only).
6. Unfinished Business.
7. New Business.
8. Adjournment.

3.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a business-like manner, must be maintained in written form or in another form that can be converted into written form within a reasonable time, and must be available for inspection by members or their authorized representatives at all reasonable times.

BYLAWS

EXHIBIT "C"

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

3.11 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents to the action proposed to be taken, are signed by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written consents are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 above. If the vote is obtained by polling the unit owners by mail, the unit owners list on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

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

4.1 Number and Terms of Service. The number of Directors shall be five (5). All Directors shall be elected for two (2) year staggered terms. A Director will serve until the election at which his successor is duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members at the annual meeting, or in the case of a vacancy, as provided in 4.4 below.

4.2 Qualifications. Each Director must be a member or the spouse of a member.

4.3 Nominations and Elections. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. The nominating committee, if any, shall submit its recommended nominees for the office of Director in time to be included with notice of the annual meeting; any other eligible person may also be nominated as a candidate from the floor at the annual meeting. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected. No member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote.

4.4 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason except as provided in Section 4.5 below, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office for the remaining unexpired term or terms.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Any vacancies created as a result of this meeting shall be filled by the members at the same meeting.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors.

4.7 Regular Meetings. Regular meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegram or e-mail, at least two (2) days prior to the day named for such meeting.

4.8 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third (1/3rd) of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, telegram or e-mail, which notice shall state the time, place and purpose of the meeting.

4.9 Open Meetings; Notice to Owners. All meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings shall be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting shall be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. This Section 4.9 shall also apply to meetings at which a quorum is present, of any committee or other similar body when a final decision will be made regarding the expenditure of Association funds. Other committee meetings need not comply with the requirements of this Section 4.9.

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

BYLAWS

EXHIBIT "C"

4.11 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Members of the Board of Directors may participate in any meeting of the Board, by communicative arrangement whereby all persons present can simultaneously hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.12 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings except that secret ballots may be used in the election of officers.

4.13 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. A vote or abstention from voting by each director present at a Board meeting shall be recorded in the minutes.

4.14 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting from time to time. At any adjourned meeting provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.15 Action Without Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

4.16 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 Directors' Fees and Reimbursement of Expenses. No compensation or fees shall be paid to the Directors for services as a Director. Directors may be reimbursed for any reasonable expenditures incurred for the benefit of the Association upon approval of a majority of the Directors.

4.18 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a nominating committee, as the Board may deem necessary and convenient for efficient and effective operation. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee and must comply with the requirements of Section 4.9 above to the extent set forth therein.

4.19 Representation on Presidents' Council. Each Neighborhood Community Association within the Glen Eagle Golf & Country Club is entitled to appoint one member to represent their community on the Master Association's Advisory Council, namely the Presidents' Council, pursuant to Section 4.20 of the Master Association Bylaws. The Board of Directors of the Montclair Park Homeowners Association shall determine the

representative for this Advisory Council as well as an alternate representative and also has the authority to replace either of these individuals as deemed necessary. It shall be the responsibility of the Association representative to report to the Board each month regarding Presidents' Council activities. The Montclair Park Homeowners Association representative must be a villa unit owner or the spouse of a villa unit owner.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause at any meeting by the vote of a majority of all Directors. Any person except the President may hold two or more offices. The Board of Directors shall appoint, from time to time, such other officers, and designate their powers and duties, as the Board shall deem to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice President.

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

5.3 Vice-Presidents. The Vice-Presidents shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall record all votes and the minutes of all proceedings in a book to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated. These duties, in whole or in part, may be delegated to such management company as may be designated by the Board.

5.5 Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers

for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated. These duties, in whole or in part, may be delegated to such management company as may be designated by the Board.

5.6 Compensation of Officers. No compensation shall be paid to any member for services as an officer of the Association; provided any officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the Directors.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions as well as those contained in Section 8 below:

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

6.2 Budget. The Board of Directors shall adopt an Association budget in advance for each fiscal year. The budget shall reflect the estimated revenues and expenses for the next year and the estimated surplus or deficit as of the end of the current year. The budget shall indicate separately any fees or charges for recreational amenities. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon written request at no charge to the member. The copy must be provided to the member within the time limits set forth in Section 8 below.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, if the Board of Directors so elects, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. These accounts may include, but are not limited to building painting and roof replacement. The amount to be reserved, if any, may be computed by a formula based upon estimated life and replacement cost of each item. If reserves are funded under this paragraph, the Board of Directors may use the funds only for those items so funded.

6.4 General Reserves. The Board may establish in the budget one or more reserve accounts for contingencies or unbudgeted operating expenses in place of those accounts described in Section 6.3 above. The purpose of the general reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the budget adopted by the Board of Directors shall be paid in quarterly installments in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least twenty-one (21) days prior to the due date. Failure to

send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted by the Board at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted by the Board and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, may be bonded in such amounts as may be required by the Board of Directors. The premiums on such bonds shall be paid by the Association.

6.8 Financial Information. Annually, the Board shall prepare a financial report meeting the requirements of Section 617.303(7), Florida Statutes, within sixty (60) days after the close of the fiscal year. The Association shall either deliver the financial report to each member or send to each member a written notice that the financial report is available upon request at no charge to the member within ten (10) business days of receipt by the Association of the report.

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

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be commingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by an owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time adopt and amend administrative rules and regulations governing the operation of the Association, use maintenance, management and control of the Common Areas. Copies of such rules and

regulations shall be furnished to each Owner. The Board of Directors shall have the power to levy fines and suspend Common Area use rights, as further provided in Section 14.2 of the Declaration, for violations of the rules and regulations.

8. OFFICIAL RECORDS. The official records of the Association must be kept within the State of Florida (and may be kept within the Neighborhood) and shall be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access. The Board of Directors may adopt written rules governing the frequency, time, location, notice and manner of inspections and may impose fees to cover its costs of providing copies of official records. The following items, when applicable, shall constitute the official records of the Association:

1. Copies of the Governing Documents, including all amendments thereto. The Association shall keep adequate numbers of copies of the documents to ensure their availability to members and prospective members and may charge only its actual costs to reproduce and deliver these documents.

2. Copies of any plans, specifications, permits and warranties related to improvements constructed on the Common Area or other property that the Association is required to maintain, repair or replace.

3. A copy of the current Association rules and regulations.

4. Minutes of all meetings of the Board of Directors and the members, which minutes shall be retained for a period of at least seven (7) years.

5. A current roster of all members, their mailing addresses and parcel identifications.

6. All of the Association's insurance policies or copies thereof which policies shall be retained for a period of at least seven (7) years.

7. A current copy of all contracts to which the Association is a party. Bids received by the Association for work to be performed are also official records and are required to be kept for a period of at least one (1) year.

8. The financial and accounting records of the Association, kept according to good accounting practices, which records must be maintained for a period of at least seven (7) years. The financial and accounting records must include the following:

A. Accurate itemized and detailed records of all receipts and expenditures.

B. A current account and a periodic statement of the account of each member, designating the name and current address of each member obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on account, and the balance due.

C. All tax returns, financial statements and financial reports of the Association.

D. Any other records which identify, measure, record or communicate financial information.

COLLIER COUNTY FLORIDA COPY FROM THE CIRCUIT COURT

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

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board or Owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given. The notice shall set forth the full text of the proposed amendment.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at any annual or special meeting, provided that proper notice of any proposed amendment has been given to the members. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.11 of these Bylaws.

9.4 Certificate. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration is recorded, and the legal description of the Community.

10. MISCELLANEOUS.

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

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflicts should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of the Bylaws.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY