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**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected President of CARMEL AT VANDERBILT LAKES RESIDENTS ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify that the attached Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc. was approved by the written consent of greater than two-thirds (2/3) of the voting interests of the membership as of December 3, 2004 for the purpose of amending and restating the Master Declaration of Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc. as originally recorded in Official Record Book 1951, at Pages 1316 *et seq.*, of the Official Records of Lee County, Florida.

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Attached hereto and made a part hereof are the written consents that were obtained from the membership for the above resolution.

CARMEL AT VANDERBILT LAKES  
 RESIDENTS ASSOCIATION, INC.

Date 3/8/05

Alisa Marks

Signature of Witness

Alisa Marks

Print name of Witness

Janet Lail

Signature of Witness

Janet Lail

Print name of Witness

Brady Holderread

Brady Holderread, President

866 110<sup>th</sup> Avenue North, Suite 7  
 Naples, Florida 34108

(SEAL)

STATE OF FLORIDA  
 COUNTY OF COLLIER

I hereby certify that on this 8<sup>th</sup> day of March, 2005, personally appeared before me Brady Holderread, as President of Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one)  is personally known to me or  has produced \_\_\_\_\_ for identification and did not take an oath.

Janet Lail

Signature of Notary Public

Janet Lail

Print name of Notary (SEAL)

My Commission Expires: 12/20/08

NOTARY PUBLIC-STATE OF FLORIDA

Janet Lail

Commission # DD360882

Expires: DEC. 20, 2008

Bonded Thru Atlantic Bonding Co., Inc.

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

**AMENDED AND RESTATED**

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR CARMEL AT VANDERBILT LAKES**

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

**AMENDED AND RESTATED**

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CARMEL AT VANDERBILT LAKES**

On November 28, 1988, the original Master Declaration of Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes, was recorded in Official Record Book 1951, at Pages 1316 *et seq.*, of the Official Records of Lee County, Florida. That Declaration is hereby amended in part, and is restated in its entirety.

**1. SUBMISSION STATEMENT.** This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions is made by Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit. The real property subject to this Declaration is legally described as

All of Block B, VANDERBILT LAKES, a Replat of the Replat of VANDERBILT LAKES, according to the plat thereof recorded in Plat Book 37, at Page 34, of the Public Records of Lee County, Florida, hereinafter referred to as the “Properties” or “Property.”

The legal description of the subject property is shown as Exhibit “A” to the original Declaration, as amended. That Exhibit is hereby incorporated by reference.

The covenants and restrictions contained in this Declaration run with the land and are binding upon, and inure to the benefit of, all present and future Owners of Lots. The acquisition of any ownership interest in the real property, or the lease, occupancy, or use of any portion of a Lot, constitutes an acceptance and ratification by the Owner of all provisions of this Declaration, as it may be amended from time to time, and an agreement to be bound by its terms. In addition to the following, the properties are subject to the Declaration of Covenants, Conditions and Restrictions of Vanderbilt Lakes dated July 16, 1985, and recorded in O.R. Book 1797, Page 725, of the Public Records of Lee County, Florida, and all of its exhibits and amendments thereto.

**2. DEFINITIONS.** Certain words and phrases, as used in this Declaration and its recorded exhibits, are intended to have the meanings stated in this Section, unless the context clearly requires another interpretation.

**2.1 “Association”** means Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, its successors and assigns.

2.2 **“Board”** means the Board of Directors of the Association.

2.3 **“Common Areas”** means any and all parts of the Properties legally described in Exhibit A to the original Declaration less and except the unplatted Lots that are owned in fee simple by the Unit Owners. The Common Areas are the portions of the Properties that are owned by the Association.

2.4 **“Courtyard”** means the portion of a Lot immediately adjacent to the Residence, on the exterior of the Residence, that is enclosed by a privacy wall, fence or other similar perimeter barrier and is intended to serve a particular Lot and in which the Owner shall be entitled to plant shrubs, trees, grass and other plantings pursuant to the restrictions contained in Section 8.4 below.

2.5 **“Declaration” or “Declaration of Covenants”** means this Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes, as amended from time to time.

2.6 **“Family” or “Single Family”** shall refer to any one of the following:

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

2.7 **“Governing Documents”** means the Declaration of Covenants, Articles of Incorporation and Bylaws, all as amended from time to time. If there is an irreconcilable conflict between provisions in any two or more of these documents, the first document to appear in the foregoing list shall prevail over all others.

2.8 **“Guest”** is a person who is physically present in a Residence on a temporary basis at the invitation of the Owner, or tenant, or other legally permitted occupant, without paying anything of value for the privilege.

2.9 **“Institutional Mortgagee”** means;

- (A) a lending institution holding a first mortgage lien upon a Lot, Parcel or Tract, including the following types of institutions: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company or a life insurance company doing business in the State of Florida; or

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

2.10 “**Institutional Mortgage**” is a mortgage encumbering a Lot, Living Unit, Parcel or Tract held by an Institutional Mortgagee.

2.11 “**Lease**” means the grant by an Owner to another person of a right to use the Owner’s Residence as a temporary residence for valuable consideration.

2.12 “**Lot**” or “**Unit**” means any one or more of the unplatted parcels of land into which the Property is subdivided, upon each of which a Residence is constructed. “Lot” is to be interpreted as though followed immediately by the words “and the Residence constructed thereon,” unless the context clearly requires a different interpretation.

2.13 “**Majority Vote**” Or “**Majority Vote Of Members**” means, unless otherwise stated, 50% plus one of the votes cast in person, by proxy, or by mail.

2.14 “**Master Association**” means the Vanderbilt Community Services Association, Inc., a Florida corporation not for profit, organized pursuant to the Master Declaration.

2.15 “**Master Declaration**” means the Declaration of Covenants, Conditions and Restrictions of Vanderbilt Lakes dated July 16, 1985, and recorded in O.R. Book 1797, Page 725, of the Public Records of Lee County, Florida, and all of its exhibits and amendments thereto.

2.16 “**Occupy**” when used in connection with a Residence, means the act of residing in the Residence on two (2) or more consecutive days. An “**Occupant**” is one who occupies a unit. “**Occupy**” means the act of being an occupant.

2.17 “**Owner**” or “**Member**” means a record Owner of legal title to a Lot.

2.18 “**Primary Occupant**” means one natural person approved for occupancy of a Lot, when record legal title to the Lot is held in the name of more than two persons, or in trust, or by a partnership or corporation or other entity which is not a natural person, as provided in Section 12 below.

2.19 “**Properties**” or “**Property**” means all the real property which is subject to this Declaration, including Common Areas and Lots.

2.20 “**Residence**” means any or all of the residential structures constructed on the Lots, each intended for use and occupancy as a residence for a single family.



**2.21 “Rules and Regulations”** means the administrative rules and regulations governing the use of the Common Areas and procedures for administering the Association, as adopted or amended by resolution of the Board of Directors.

**2.22 “Service Charge”** means a charge levied against one or more Lots for any service, material or combination thereof which may be provided by the Association for the benefit of the Lot Owners, such as contracting for repairs, services or materials. Amounts paid or debt incurred by the Association on behalf of the Lot Owners accepting or receiving the repairs, services, materials or maintenance shall be passed on in the form of a service charge against the Lots so benefitted. The Owner(s) are deemed to have agreed to pay the charge by subscribing, requesting, or accepting the benefits of materials or service.

**2.23 “Temporary” or “Temporarily”** means not more than thirty (30) days in any six (6) consecutive months.

**2.24 “Voting Interests”** refers to the arrangement for voting by the members established in the Articles of Incorporation and the Bylaws by which the Owner of each Lot has one (1) indivisible vote, which may be cast as provided in the Bylaws when a vote of the members on Association matters is required or permitted. There are forty (40) Lots, therefore there are forty (40) voting interests.

### **3. APPURTENANCES; GENERAL PROPERTY RIGHTS; DURATION OF COVENANTS.**

**3.1 Appurtenances To The Lots.** The Owner of each Lot has certain rights and obligations that are appurtenant to the Lot, and cannot be changed or taken away from the Owner of the Lot without his consent and that of any person holding a lien on the Lot, including without limitation the following:

- (A) Membership in Carmel at Vanderbilt Lakes Residents Association, Inc. and the right to cast one (1) indivisible vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Association.
- (B) The exclusive right to use the Lot, subject to the restrictions imposed herein.
- (C) The non-exclusive right to use the Common Areas for the purposes for which they are intended and reasonably suited, subject to the rules of the Association, and to all restrictions and limitations imposed in the Governing Documents, as amended from time to time.

- (D) Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the Owner's proportional share of liability for the assessments for common expenses levied by the Association. The ownership of an undivided share of the assets and common surplus does not entitle any Owner to a distribution.
- (E) The appurtenances to a Lot automatically pass with the title to the Lot, whether separately described or not, and cannot be separated from the title to the Lot, or assigned, pledged or transferred, except with legal title to the Lot.
- (F) Membership in the Master Association together with the rights and obligations pertaining to such membership.
- (G) Other appurtenances expressly created in the Governing Documents.

**3.2 Use And Enjoyment Of Lots And Common Areas.** An Owner is entitled to exclusive use and possession of his Lot subject to the Governing Documents. He is entitled to non-exclusive use of the Common Areas for their intended purposes, but no use of any Lot or Common Area may unreasonably interfere with the property rights of other Owners or residents. The Owners rights under this Section are subject to:

- (A) The right and duty of the Association to levy assessments for common expenses against the Lots for the upkeep, maintenance, repair or betterment of the Common Areas and improvements thereon, and for the costs of operating the Association.
- (B) The right of the Association, by resolution of the Board of Directors, to dedicate or transfer or grant easements on, over, under, across or through any part of the Common Areas 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 or the permitted uses of the easement shall materially interfere with the rights of the Owners to use the Common Areas.
- (C) Reasonable rules and regulations by the Association limiting the number, frequency and duration of uses by all persons who are not the Owner, the Owner's lawful spouse, or the child of the Owner still residing with the Owner.

**3.3 Partition, Separation Of Interests.** There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Association, or any part thereof, seek judicial partition thereof. Nothing herein is intended to prevent judicial partition of any Lot and Residence owned in contingency. The ownership of a Lot, and ownership of the Residence constructed thereon, may not, however, be separated or separately conveyed, nor may any person who is not an Owner of at least one Lot and Residence hold membership in the Association.

**3.4 Duration of Covenants.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and by any Owner, their respective legal representatives, heirs, successors and assigns in perpetuity.

**4. EASEMENTS.** Each of the following easements and easement rights is a covenant running with the land, and notwithstanding any other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Association. Any lien encumbering these easements is automatically subordinate to the rights of the Lot Owners with respect to such easements. Each Lot is subject to an easement in favor of all other parts of the Association for the location of utilities, for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair and replacement of party walls, and shared structural supports, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Association. The parts of the Common Areas not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners, and each Owner has a permanent and perpetual easement for the use and enjoyment of such lands as common open space, subject to recorded restrictions and rules of the Association.

**4.1 Utility And Other Easements.** The Association has the power, without the joinder of any Owner, to grant, modify or move easements such as water, sewer, electric, gas, cable television, waste pickup and hauling, and/or other utility, service or access easements, and to relocate any existing easements in any portion of the Association, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company service provider, or governmental agency to which any such utility-related equipment or installations are to be so transferred.

**4.2 Ingress and Egress.** A non-exclusive easement exists in favor of each Owner and occupant, and their respective guests, tenants, contractors, licensees and invitees for pedestrian traffic over, through, and across the sidewalks, streets, paths, walks, and other portions of the Common Areas intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across any parts of the Common Areas that are or may be paved or intended for such purposes, to provide ingress from and egress to the public ways. Each Lot owner with a privacy wall located on the Lot line shall also have an easement for ingress and egress over any adjacent Lot for the purpose of maintenance and repair of such privacy wall. The Association has an easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties in a manner consistent with the Association's maintenance obligations as set forth in this Declaration. If any damage s done to property as a result of the exercise of these easements rights, then the damage must be promptly repaired by the party exercising the easement rights.

**4.3 Drainage.** A perpetual, non-exclusive easement exists in favor of the Association and its employees, agents, contractors or other designees for the use of drainage areas established throughout the Association, and an easement for ingress, egress, and access to enter any portion of the Association in order to construct, maintain or repair, as necessary, any drainage areas and improvements thereon specifically including, without limitation, access over and across portions of the Common Areas by utility companies. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

**4.4 Encroachment Easement.** Any owner of a Lot which contains a structure which encroaches upon another Lot or the Common Areas by reason of the original construction, shall have a valid easement for the encroachment and maintenance of same so long as it stands and exists.

**4.5 Driveway Easement.** Each owner of a Lot shall have an easement over any portion of their driveway located beyond their Lot line.

**5. ASSOCIATION; PURPOSES; POWERS.** The administration and management of the Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, shall perform its functions pursuant to the following:

**5.1 Powers And Duties.** The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws, and those provided in Chapter 617 and 720, Florida Statutes, particularly Sections 720.301 through 720.312, Florida Statutes, as they may be amended from time to time. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. The Association has the power to enter into agreements and to acquire leaseholds, memberships and ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the Association. If the Association has the authority to maintain a class action suit as plaintiff, the Association may also be joined as a defendant in an action as the 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.

**5.2 Board of Directors.** Except as otherwise expressly provided by law or by the Governing Documents the Association acts 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.

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

**5.4 Bylaws.** The Bylaws of the Association are attached as Exhibit “C” to this Declaration, and may be amended from time to time.

**5.5 Determination Of Management.** The Association may contract with a manager or management agent to assist the Association in carrying out its powers and duties by performing such functions as submission of proposals, collection of assessments, keeping of records, and enforcement of covenants and rules, with funds made available by the Association for such purposes. The Association and its officers however, retain at all times the powers, duties, and non-delegable responsibilities imposed by Chapter 720, Florida Statutes, as amended from time to time, and by the Governing Documents.

**5.6 Members.** Every person or entity who is a record Owner of a fee simple interest in any Lot shall be a member of the Association, as further provided in the Bylaws. Membership is appurtenant to, runs with, and cannot be separated from, the real property ownership interest upon which it is based. The burden of notifying the Association of a change of membership shall be borne by the new member; and the Association shall not be required to recognize a change of membership until the new member furnishes satisfactory proof of ownership.

**5.7 Termination Of Membership.** 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.

**5.8 Association As Owner of Lots.** The Association has the power to purchase Lots and to acquire and hold, lease, mortgage and convey them. The Association has the right to purchase a Lot at a foreclosure sale resulting from the Association’s foreclosure of its lien for unpaid assessments or charges (including fines), or to take title by deed in lieu of foreclosure. However, the acquisition of any Lots not resulting from the Association’s foreclosure action, must have the prior approval of a majority of the voting interests of the Association present in person, by the procedures in Section 3.11 of the Bylaws or voting at a special meeting called for the purpose.

**6. ASSESSMENT FOR COMMON EXPENSES.** The Association has authority to levy assessments against the Lots to pay common expenses. Common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Areas and all improvements thereon, the costs of providing insurance for the benefit of the Association, its Directors and officers, and its members; the expenses of carrying out the powers and duties of the Association, and any other expense, whether included in the foregoing or not, that is expressly designated as a common expense in this Declaration or in the Bylaws.

**6.1 Covenants.** Each Owner of a Lot, and each subsequent Owner of any Lot (including a purchaser at a judicial sale), by acceptance of a deed or other instrument of conveyance, whether it is so expressed in the deed or instrument of conveyance or not, is deemed to covenant and agree to pay to the Association:

- (A) The Lot's pro rata share of quarterly assessments based on an annual budget of common expenses adopted by the Board of Directors;
- (B) The Lot's pro rata share of special assessments levied for capital improvements or other expenses that cannot be paid from the regular assessments;
- (C) Service charges and other user fees, or charges (including fines) imposed against, or payable by, less than all of the Lots, as authorized elsewhere in this Declaration, in the Bylaws of the Association, or the Rules and Regulations of the Association.
- (D) The Lot's share of the assessments and charges levied by the Master Association for which the Association is responsible to collect and remit as provided in the Master Declaration.

Assessments are established and collected as provided herein and in the Bylaws, and are due and payable the first day of each calendar quarter. The obligation to pay the assessments and other charges described above, together with late payment fees, interest, costs, and reasonable attorney's fees incurred in the collection process, shall bind each Lot in the hands of its Owner, and his heirs, devisees, personal representatives, successors and assigns. Except as otherwise provided, whether title to a Lot is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments and other charges that are unpaid at the time of the transfer, regardless of when the obligation was incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any such amounts the new Owner is required to make. No Owner may avoid personal liability for assessments and charges, or release any Lot from the liens and charges hereof, by waiving use rights, or by abandoning the Lot.

**6.2 Shares Of Assessments.** Except as provided below, each Lot and the Owner thereof shall be liable for an equal share of annual and special assessments, such share being a fraction of the whole, the numerator of which is the number "one" and the denominator of which is the total number of Lots included within the Property. There are forty (40) Lots, therefore each Lot and the Owner thereof is liable for one-fortieth (1/40) of the annual and special assessments. Except by operation of law, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

**6.3 Establishment Of Liens To Secure Payment.** All assessments, charges and other sums due the Association in accordance with the foregoing, together with any late payment fees, interest at the highest rate allowed by law, and costs of collection (including, but not limited to costs and reasonable attorney's fees) create a continuing lien upon the Lot against which each such assessment or charge is made, and they are also the personal obligation of the Owner of each Lot at

the time they came due. This lien relates back to the date this Declaration was originally recorded, and is superior to any Homestead rights the Owner may have. The lien is activated by recording a Claim of Lien in the public records of the County, setting forth the amounts then past due and the due dates, as of the date the Claim of Lien was recorded. The recorded Claim of Lien secures payment of all unpaid assessments and charges due at the time of recording (including late payment fees, interest, costs and attorney's fees as provided above), as well as all assessments and charges that subsequently come due, until the lien is satisfied or a final judgment of foreclosure is obtained. Upon full payment of all sums secured by a Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

**6.4 Priority Of Liens.** Except as otherwise provided by law, the Association's lien for unpaid assessments and other charges is subordinate and inferior to that of any recorded first Institutional Mortgage, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien is superior to, and take priority over, any other mortgage regardless of when recorded, as well as all other recorded liens except federal tax liens and liens for unpaid property taxes. A lease of a Lot is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. An Institutional Mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or an Institutional Mortgagee that has acquired title by deed in lieu of foreclosure and all persons claiming by, through or under any of them, shall hold title subject to the liability and lien of any assessment or other charge coming due after taking title. Any unpaid assessment or other charge which cannot be collected by reason of this Section shall be treated as a common expense, collectable from all Lots, including the Lot as to which the foreclosure (or deed in lieu of foreclosure) occurred.

**6.5 Collection Of Assessments.** If any Owner fails to pay any assessments, other charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the fullest extent permitted by law, which remedies are cumulative, so they are not in lieu of, but are in addition to, all other remedies available.

- (A) To charge interest at the highest rate allowed by law on the amount of the assessment or other charge, from the due date until paid.
- (B) To impose a late payment fee in an amount set by the Board (which shall not exceed the amount allowed by law, if applicable).
- (C) To file an action in equity to foreclose the lien. Unless another procedure is required by law, the lien may be foreclosed by an action brought by the Association in the same manner as provided in Section 718.116, Florida Statutes, as amended from time to time, for the foreclosure of liens upon condominium units for unpaid assessments.
- (D) To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.
- (E) To the extent lawful, to suspend the voting rights of the Owner in Association matters until the Owner's account is current.

- (F) To deny Association approval of any lease renewal of the Owner's Lot.
- (G) To accelerate the due date for the entire remaining unpaid amount of the annual assessment against the Owner's Lot for the remainder of the fiscal year, notwithstanding any provision of the Governing Documents calling for installment payments of annual assessments.

**6.6 Estoppel Certificate.** The Association shall, within fifteen (15) days after receiving a written request for same, furnish to any Owner, purchaser or mortgage lender an estoppel certificate in writing signed by an officer or agent of the Association, setting forth whether all assessments and charges against the Owner's Lot have been paid, and itemizing any that have not been paid. Any person, except the Owner, who relies on the estoppel certificate shall be protected thereby. The Association may charge a preset fee for processing the estoppel certificate.

**7. ARCHITECTURAL AND AESTHETIC CONTROL** No building, structure, pool or other improvement shall be erected or altered on any Lot, 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, Lot or Common Area be performed without the prior written approval of the Board of Directors of the Association. In obtaining said written approval, Owner, or any other person applying, shall comply with all applicable requirements and procedures of the governing Documents. Refusal of approval for plans and specifications may be based on any reason including purely aesthetic reasons.

**7.1 Powers and Duties.** The architectural and aesthetic review and control functions of the Association shall be administered and performed by the Board of Directors or may be delegated to an Architectural Review Committee (ARC). The Board or ARC shall have the power and duty to:

- (A) Propose the adoption, modification or amendment of written Architectural/Aesthetic Criteria, which shall set forth such things as landscape material, colors and materials which the Board finds acceptable. No structure may be greater than twenty-eight feet (28') in height and any such criteria shall include that restriction. Notice of any adoption, modification or amendment to the Architectural/Aesthetic Criteria, including a verbatim copy of such adoption modification or amendment, shall be mailed to each member of the Association at least fourteen (14) days prior to the meeting at which such adoption, modification or amendment is acted upon;
- (G) Require submission to the Board or ARC of three (3) complete sets of all plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which in any way alters the exterior appearance of any structure, Lot or Common Area. The Board or ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the Board or ARC to fully evaluate the proposed work;



- (H) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, alters the exterior appearance of any structure, Lot or Common Area;
- (I) Adopt a schedule of fees for processing requests for Board or ARC review of proposed changes. Such fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the Board or ARC, and shall not exceed the estimated actual cost of such review.
- (J) Adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.
- (K) Set a time limit during which the approved changes must be completed.
- (L) Enact regulations regarding the appearance of Lots and adjacent common areas during the construction or renovation period, which regulations may include but are not limited to the placement of dumpsters and building materials.

**7.2 Board Review of ARC Actions.** In the event that the Board has delegated its authority to an ARC, then an owner aggrieved by a decision of the ARC may request Board review of the decision. Within thirty (30) days following the decision of the ARC, the aggrieved owner may make a written request for the Board to review of the ARC decision and the Board must hold a meeting to hear the matter no latter than sixty (60) days after the receipt of the request. The decision of the Board shall be final.

## **8. MAINTENANCE; IMPROVEMENTS**

**8.1 Maintenance Of Common Areas.** 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 Areas, including, but not limited to all Common Area landscaping, sprinkler pipes and systems, paving drainage structures, walkways, recreation facilities, private streets, street lighting fixtures and appurtenances, entrance features, clubhouse, pool and other structures, except public utilities, all such work to be done as ordered by the Board of Directors or its designee. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of the Properties and to excavate thereon in connection with the maintenance of sprinkler pipes and systems to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations restores disturbed areas as nearly as practicable to the condition thereof immediately prior to such excavations.

**8.2 Maintenance Of Residences and Lots.**

- (A) **By the Association.** The Association shall be responsible for the cleaning and painting of the exterior surfaces of the Residences and for the maintenance, repair and replacement of the driveways on Lots. The Association shall also be responsible for maintenance of the landscaping in the front yard of the Lot, not including the courtyard. The cost shall be apportioned among the Lots according to Section 6.2 of this Declaration. If in the course of executing its duties pursuant to this Section, the Association deems it necessary to make repairs to portions of the Lot required to be maintained, repaired or replaced by the Lot owner, then the Association may make the repairs. (For example, this may include stucco repairs or removal and replacement of screens required at the time the Residence exterior is painted.) Any expenses so incurred by the Association shall be assessed as a special charge against the Owner, together with reasonable attorney's fees and other expenses of enforcement. Such assessments shall become a lien on the Lot which may be foreclosed or otherwise collected pursuant to this Declaration, the Association Bylaws and Florida Law.
- (B) **By the Lot Owner.** The owner of each Lot shall maintain, repair and replace, at his own expense, all portions of his Residence except those portions specifically required to be maintained, repaired and replaced by the Association. By way of illustration, and not limitation, the owner's responsibility includes roofs, stucco, doors, windows, glass and screens, door and window hardware, air conditioning compressors, pool and related equipment (if any), and landscaping in the courtyards, side and back yards of the Lot. Painting of exterior doors and walls, however, is an Association responsibility.

**8.3 Alteration of Lots or Residences by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his Lot or Residence, or in any manner materially change the exterior appearance of any portion of the Property, without first obtaining the written approval of the Board of Directors as set forth in Section 7 above. The Board of Directors may revoke or rescind the approval of an alteration or modification previously given, if it appears that the installation has had unanticipated material adverse effects on the Property or other Lots. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for:

- (A) Insurance, maintenance, repair and replacement of the modifications, installations or additions;
- (B) The costs of repairing any damage to the common areas or other Lots resulting from the existence of such modifications, installations or additions; and
- (C) The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Lot for which the Association is responsible.

**8.4 Lawns and Landscaping.** The lawns and landscaping in the common areas and the front yard of the Lots, excluding Courtyard areas, shall be maintained by the Association. No changes may be made by the Owner to the landscaping in the front yard. It is the intention that the front yards be uniform in appearance. All landscaping in the courtyards, side and back yards of the Lots shall be maintained by the Owner thereof. No owner may allow the landscaping in the courtyards, side and back yards of the Lot to become overgrown or unsightly. All dead and/or unsightly landscaping must be removed and replaced with plantings of like type, unless different plantings are approved by the Board of Directors. All portions of Lots not improved with structures or paving shall be landscaped. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Failure to comply with this Section may result in a fine and/or suspension of privileges.

**8.5 Party Walls.** The Lot Owner shall be responsible for the maintenance repair and replacement of party walls a set forth below.

- (A) **Definition.** Each wall which is built as part of the original construction of the Residence within the Property and placed on the dividing line between the Residence Sites shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 8.5, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (B) **Cost of Repairs.** 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.
- (C) **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 Owner(s) 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 Owner(s) to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the rights of the Association under Section 9 below.
- (D) **Weatherproofing.** Notwithstanding any other provision of this Section 8, 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.
- (E) **Contribution.** The right of any Owner to contribution from any other Owner(s) under this Section 8.5 shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (F) **Binding Arbitration.** In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each Party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

(G) **Restrictions for Party Walls.** The Residence may not extend to the party wall. It is the intent that residences not adjoin each other at the Lot line.

**8.6 Enforcement of Maintenance.** If the Owner of a Residence or Lot fails to maintain it as required herein or the Residence or Lot is not cared for and/or maintained in a manner acceptable to the Board of Directors and in general conformity with the standards of the community, 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 Lot, with or without consent of the Owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, or which has a materially adverse affect on the appearance of the Property. Such action shall not be taken without advance written notice to the Owner. Any expenses so incurred by the Association shall be assessed as a special charge against the Owner, together with reasonable attorney's fees and other expenses of enforcement. Such assessments shall become a lien on the Lot or Residence which may be foreclosed or otherwise collected pursuant to this Declaration, the Association Bylaws and Florida Law.

**8.7 Negligence; Damage Caused By Condition In Residence Or Lot.** The Owner of each Residence or Lot 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 Lot, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Areas or to other Lots, the Owner of the offending Lot 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 Lots 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 damage. Any expenses so incurred by the Association shall be assessed against the Owner, together with reasonable attorney's fees and other expenses of enforcement.

**8.8 Alterations and Additions to Common Areas and Association Property.** The protection, maintenance, repair, insurance and replacement of the common areas and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association or any owner shall make no material alteration of, nor substantial additions to, the common areas or the real property owned by the Association costing more than twenty percent (20%) of the Association's annual budget in the aggregate in any calendar year without prior approval of at least a majority of the voting interests present and voting, in person or by proxy, at a meeting called for the purpose. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common areas or association property also constitutes a material alteration or substantial addition to the common areas, no prior unit owner approval is required.

**8.9 Capital Improvements.** Funds necessary for substantial capital improvements to the Common Areas in excess of twenty percent (20%) of the annual budget may be levied as special assessments by the Association only upon approval by a majority of the Board of Directors and approval by a majority of the voting interests present, in person or by proxy, and voting at a meeting or by ballot as provided in Section 3.11 of the Bylaws. Special assessments less than that amount may be levied by a majority of the Board alone.

**8.10 Limitation of Association's Liability.** Notwithstanding its duty to maintain and repair portions of Lots and common areas, the Association shall not be liable to individual owners for personal injury or property damage caused by any condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons. The Association shall not be liable to any owner for repairing or replacing decorative surfaces, personal property or fixtures within the Lot, including but not limited to wallpaper, floor coverings furniture and artwork.

**9. INSURANCE OF RESIDENCES; RECONSTRUCTION AFTER CASUALTY.** In order to protect values and maintain the Property's appearance by minimizing the existence of partially or completely demolished residences for unreasonably long periods of time, and in order to protect all other Owners from the adverse effects of the negligence or imprudence of a few, the following provisions shall apply:

**9.1 Duty To Insure And To Reconstruct.** Each Owner shall at all times maintain property insurance on his Lot and all insurable improvements on his Lot in an amount equal to the replacement cost thereof taking into account local construction costs and property values as they may from time to time exist. If the improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall cause repair or replacement to be commenced within six (6) months after the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and conform with the original foundation and appearance of the original improvements.

**9.2 Failure To Insure.** Each Owner name the Association as a co-insured and shall produce proof of insurance to the Association. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs incurred by the Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof. Should the owner fail to carry the required insurance, the owner shall be liable for all damages that would have been covered by the policy had it been in place at the time of a loss, including any item for which the Association has maintenance responsibilities as provided in this Declaration.

**9.3 Failure To Reconstruct.** If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.1 above, the Association shall give written notice to the Owner of his default. If the Owner has not notified the Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Association mailed such notice, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, which shall be at the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Residence to secure payment.

**9.4 Association's Right Of Entry.** For the purpose of performing the duties imposed by this Section 9, the Association, through its duly authorized agents and employees, has the right, after written notice to the Owner, to enter upon the Lot at reasonable hours and perform such duties.

**9.5 Deductible.** The party responsible for procuring insurance on an item must pay the deductible in the event of a loss involving that item, regardless of who may be responsible to maintain, repair or replace that item as provided in this Declaration.

## **10. ASSOCIATION INSURANCE.**

**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 buildings and other insurable improvements (if any) within the Common Areas, with coverage in amounts as determined annually by the Board of Directors; such insurance to afford the following protection:

- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.
- (B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

- (C) **Fidelity Bonding.** Adequate fidelity bond coverage for all individuals having control of or access to Association funds.

**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. Some common examples are: Flood insurance, Broad Form Comprehensive General Liability Endorsement, Directors and Officers Liability and Medical Payments

**10.4 Descriptions Of Coverage.** All Association insurance 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 primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

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

**10.7 Distribution Of Proceeds.** Proceeds of insurance policies 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 as the agent for each Owner, to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Lots and Residences.

## **11. GENERAL COVENANTS AND USE RESTRICTIONS.**

**11.1 Use Restrictions.** The Lots in the Association shall be used for single family residences and for no other purposes. No business buildings may be erected on a Lot and no Lot and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No person may publicly advertise the address of a Lot or Residence as the address of any business. The use of a Residence as a public lodging establishment shall be deemed a business or commercial use. This Section shall not be construed to prohibit any Residence occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Residence, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Residence. Such uses are expressly declared customarily incident to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner or occupant of a Residence which would noticeably change the residential ambiance of the Property, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the

Property by persons making deliveries, pick-ups, employees or other business associates, or customers and clients. No Lot or portion thereof shall be conveyed or used as a Time-Share Property or as part of a Time-Share Plan as those terms are defined under Chapter 721, Florida Statutes.

**11.2 Garage Sales.** No garage sale, estate sale, flea market, auction, or similar event shall be held on any Lot.

**11.3 Television, Radio Equipment, Flagpoles And Other Outdoor Antennas.** No outside antennae, satellite receiving dishes, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennae shall be permitted, except as approved by the Board of Directors, or except as otherwise permitted by law as to satellite antennae less than twenty four (24) inches in diameter, antennae or aerials to receive over-the-air television broadcast, or antennae designated to receive multichannel, multipoint distribution service, which may be installed at a location approved in writing by the Board of Directors. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved in writing by the Board of Directors. An approved flagpole shall not be used to mount an antenna. It is the intent of this provision to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

**11.4 Nuisance.** No obnoxious or offensive activity shall be carried on upon any Common Area, Lot or in any Residence, nor shall anything be done that is or may become a reasonable source of annoyance or nuisance to other residents. The Board of Directors shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. The Board's decision shall be dispositive of the dispute or question.

**11.5 Temporary Structures.** No structure of a temporary character shall be constructed or used on any Lot. However, the temporary erection of a tent for special occasions may be allowed, but only after approval by the Board of Directors. No outdoor clothes washing, drying, hanging or storage shall be allowed where visible from the Common Areas or another Residence.

**11.6 Signs.** In order to maintain an attractive appearance, except as provided below, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Properties, by an Owner or occupant unless prior approval of the sign and its placement is obtained from the Board. This restriction includes, without limitation, signs of Realtors, politicians, contractors or subcontractors. The Board may promulgate standing rules with respect to sign placement in lieu of approving each sign posted.

**11.7 Appearance.** Each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Lot and Residence. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Sanitary containers shall not be placed outside the Residence, except for a reasonable period of time for refuse pickup to be accomplished. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. Nothing shall be allowed to be maintained on a Lot that



is or may become unsightly. In the event of a dispute or question as to what is or may become unsightly, the dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of the dispute or question.

**11.8 Outside Lighting.** Each owner agrees to maintain at all times electrical services to the street light located in the Common Area in front of the Owner's Lot. The Association shall be responsible to maintain the light fixtures and to replace bulbs when needed. All lighting in the front yard shall be uniform as determined by the Board. No spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized in the courtyard or back yard of any lot which in any way will allow an unreasonable amount of light to be reflected on any other lot or the improvements thereon, without the prior written authorization of the Board. Low intensity lighting which does not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.

**11.9 Pets.** The Owner of each Lot may keep commonly accepted and domesticated household pets (such as cats, dogs, fish and caged birds) in reasonable numbers in the Residence. The pet must be carried under the Owner's arm, caged or leashed at all times while outside of the Residence. 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 Properties. **Owners are responsible for the conduct of and the clean-up after their pet(s).** The Board of Directors may adopt further regulations regarding keeping or house of pet(s) upon the Properties. No reptiles, amphibians, poultry or livestock may be kept on the Properties. Pets shall not be left unattended in a garage or outside the interior portions of a Residence.

**11.10 Parking and Storage Of Motor Vehicles.**

- (A) No commercial vehicle of any kind may be parked in the Property, except for service vehicles temporarily present to provide services to the Residences, Lots or Common Areas.
- (B) No boat, trailer of any kind, semitrailer, house trailer, motorcycle, camper, mobile home, motor home, bus, truck, camper, or disabled, inoperative or unlicensed vehicle shall be permitted to be parked, kept or stored on the Properties unless kept fully enclosed inside a structure, except same may be temporarily parked on private driveway for short periods, but in no event overnight.
- (C) No motor vehicle shall be parked anywhere other than on paved areas designated for that purpose, or in garages. Parking on lawns, across walkways, Common Areas or landscaped areas is prohibited. There shall be no parking on the private roads in the Property.
- (D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Property.

- (E) The owners and occupants of a Residence may not keep more vehicles at the Property on a regular or permanent basis than can be parked within the owners garage and the driveway in front of the garage. No vehicle may be parked in such a way that it would impede ingress to or egress from a neighboring garage. Only temporary guests are permitted to park in Common Area guest spaces overnight. For the purpose of this provision, “temporary” means not longer than thirty (30) days in any period of six (6) consecutive months.
- (F) The following definitions shall apply for purposes of this Section:
- (i) “Truck” means all vehicles of every kind in excess of three-quarter (3/4) ton rated weight-carrying capacity which are manufactured, designed, marketed or used for transporting goods of any nature. “Truck” shall include, but shall not be limited to “step vans”, “Panel trucks” or “cargo vans” of any weight, or size; provided, however, that the term “Truck” shall exclude “sport utility vehicles” or “mini-vans”.
  - (ii) “Commercial Vehicle” means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any tool boxes, commercial markings, signs, displays, or otherwise indicates a commercial use and specifically includes, but is not limited to markers such as taxi cabs, or advertising for any business, retail operation, food service establishment, trade or profession, or its exterior shows signs of use in commercial applications such as roofing tar, paint stains or cement on its body.
  - (iii) “Bus” means all vehicles of any kind whatsoever, manufactured, designed, marketed or used as a bus, for transport of greater number of passengers or goods than automobiles are customarily manufactured, designed, marketed or used to carry, but excluding vehicles manufactured, designed or marketed as full-size passenger vans or “minivans.”
  - (iv) “Camper” means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
  - (v) “Mobile Home” means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

- (vi) "Motor Home" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and/or full cooking facilities shall be considered motor homes.
  - (vii) "Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
  - (viii) "Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.
- (G) If the Board of Directors is notified, in writing, of a violation of this provision, it shall take such further action as deemed necessary under the circumstances, including towing the vehicle. All expenses associated with enforcing compliance with this provision shall be borne by the Owner of Unit which has violated this provision (whether it be by the Owner, his guest, invitee, tenant, lessee or tenant's guests), including towing charges, storage expenses, costs and attorney's fees incurred by the Association. Such charges, if unpaid after thirty (30) days of demand, shall be assessed as an individual assessment against the Residence and collectable in the same manner as any other assessments, including lien and foreclosure. The remedies provided herein are cumulative and in addition to any other remedy provided in the Declaration, Association's Bylaws, Rules and Regulations, or Florida Law.

**11.11 Garages, Carports, Driveways And Accessory Buildings.**

- (A) Each residence shall contain an attached garage which can accommodate at least one (1) full-size passenger automobile. Carports are not permitted.
- (B) All garages must be equipped with remote control power door openers and closers.
- (C) When access to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the owner or other resident.
- (D) Repair of vehicles shall be permitted only inside the garage.
- (E) The garage shall not be used on a regular basis for any purpose other than for parking permitted motor vehicles and storage that allows room for the parking of permitted motor vehicles. No garage shall ever be permanently enclosed or converted to other uses, including without limitation use as a living or storage area.
- (F) No detached or accessory buildings or structures shall be erected, installed or permitted within the Property.

**11.12 Miscellaneous Activity And Use Restrictions.** The following activity and use restrictions apply to all Owners, Lots and Common Areas.

- (A) The discharge of firearms is prohibited.
- (B) All personal property, including without limitation bicycles, mopeds, motorcycles and play equipment shall be stored in a Residence or a garage except when in use, and may not be left on driveways or common Areas overnight. No unenclosed exterior storage area shall be permitted.
- (C) Each Owner and Member shall be required to adhere to the storm precautions promulgated by the Association.

**12. TRANSFER OF AND LEASING OF RESIDENCES:** In order to foster a stable residential community and prevent a motel-like atmosphere, the transfer and leasing of Lots and Residences by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section.

**12.1 Notice of Transfer or Lease; Designation of Primary Occupant.** An owner intending to transfer or lease his Lot shall give to the Association written notice of such intention at least twenty (20) days prior to the intended closing for the transfer or the first day of occupancy under the lease together with the name and address of the proposed purchaser or lessee, a fully executed copy of the proposed contract or lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any transferee or lessee and his spouse, if any, prior to that person taking occupancy of the Residence. It is the owner's responsibility to provide the transferee or lessee with a copy of the governing documents and the Rules and Regulations applicable to his Lot. The notice required pursuant to this Section shall not be deemed complete until the proposed transferee or lessee has acknowledged receipt of such documentation. If a unit is transferred to two (2) or more unmarried people, a trustee, or corporation, partnership or other entity as a unit owner, the owner(s) of that unit shall designate one natural person to be the "primary occupant". The use of the unit by other persons shall be as if 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 the provisions of this Section 12. No more than one such change will be allowed in any twelve (12) month period. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned by two (2) or more unmarried people, a trustee, corporation, partnership or other entity shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

**12.2 Approval of Lease Renewals.** The Association shall have the right to approve all lease extensions or renewals. An owner intending to lease extend or renew a lease of his residential unit shall give to the Association written notice of such intention at least twenty (30) days, but no more than sixty (60) days prior to the first day of the extended or renewed period under the lease together with such information as the Board may reasonably require. After the required notice and all information requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease extension or renewal. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the owner.

**12.3 Term of Lease and Frequency of Leasing.** No residential unit may be leased for a period of less than thirty (30) days nor more than one (1) year. No option for the lessee to extend or renew the lease for any additional period shall be permitted unless the extension or renewal has been approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed. The Owner of the Lot shall be responsible for the actions of their lessee as they pertain to the rights and obligations pursuant to the governing documents and shall be jointly and severally liable to the Association for any damage to the common areas caused by their lessee.

**12.4 Other Procedures.** Notice of proposed transfers and leases and applications for authority to extend or renew a lease shall be given to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The Board may in its discretion further regulate transfer and leasing procedures so long as the further regulations do not conflict with this Declaration.

**13. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every Owner, tenant, guest or other invitee shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents including this Declaration, the Articles, Bylaws and Rules and Regulations. 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 violation, except in emergencies. The proper interpretation and effect of the Governing Documents shall be as interpreted by the Board of Directors of the Association.

**13.1 Legal Action.** Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, conditions and restrictions. 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.

**13.2 Entry By Association.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Association and its authorized agent or representative in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. Any costs and expenses incurred by the Association in abatement of any violations, including attorney's fees, shall be assessed against the Owner of said Lot, which assessments, if unpaid, shall become a lien on the Lot and foreclosed, or otherwise collected in the same manner as assessments for common expenses.

**13.3 Fines.** The Board may impose a fine or fines upon an Owner, tenant, guest, or other invitee 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.

- (A) **Notice.** The Association shall notify the Owner or person sought to be fined with at least fourteen (14) days notice of the opportunity for an appeals hearing.
- (B) **Appeals Hearing.** A hearing, if requested by the Owner or person sought to be fined, shall be held before a committee of at least three (3) members appointed by the Board, who are not officials, directors or employees of the Association, or the spouse, parent, child, brother or sister of any of the above. The committee, by majority vote, may recommend approval of the fine, dismissal of the fine, or a change in the amount of the fine.
- (C) **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, not to exceed \$100 per violation, or such other maximum amount permitted by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, and thus may exceed in the aggregate, \$1,000 per violation, or such other maximum amount permitted by law.
- (D) **Collection Of Fines.** Fines shall be treated as an assessment due to the Association ten (10) days after written notice to the Owner of the imposition of the fine, as provided above. The filing of an appeal as provided above shall postpone the due date until three (3) days after the written decision of the appeals committee is served on the Owner.
- (E) **Application.** All monies received from fines shall become part of the common surplus.
- (F) **Nonexclusive Remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Outstanding fines, if unpaid after thirty (30) days from the date due, shall be assessed against the Owner of the Lot and/or Residence, which

assessments may become a lien on the Lot and/or Residence and foreclosed or otherwise collected in the same manner as assessments for common expenses.

**13.4 Suspension of Use Rights.** The Association may also suspend use rights by following the procedures found in Section 13.3 for levying of fines.

**13.5 Attorneys Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner, Director or Officer of the Association, or the Association to comply with the requirements of Chapter 720 of the Florida Statutes, the governing documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

#### **14. AMENDMENTS OF DECLARATION**

**14.1 Amendments, Proposal.** This Declaration may be amended from time to time by a vote of the members. Amendments may be proposed by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4) of the voting interests. The proposed amendments must be submitted to a vote of the members not later than the next annual meeting.

**14.2 Amendments, Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved by the Association members in one or the two methods below.

- (A) Approval shall be granted if approved by at least two-thirds (2/3) of the voting interests of the Association present and voting at any annual meeting or a meeting called for that purpose, provided that a copy of each proposed amendment has been given to the members in accordance with law. Unless otherwise provided by law, notice of proposed amendment has been given to the members in accordance with law. Unless otherwise provided by law, notice of proposed amendments shall be substantially in the form specified in Chapter 718, Florida Statutes for proposed amendments to a Declaration of Condominium.
- (B) 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 or other instruments expressing approval of the action proposed to be taken are signed and returned by members. Approval shall be granted if at least two-thirds (2/3) of the members written consents are in the affirmative. If the requisite number of written consents is received by the Association within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting held on the sixtieth (60<sup>th</sup>) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members. Nothing in this Section affects the rights of members to call a special meeting of the membership, as provided for in the Bylaws or by law. If the vote is taken by the method described in this Section, the

list of owners on record with the Association at the time of mailing the voting materials shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

**14.3 Amendments, Certificate, Recording, Effective Date.** A copy of each amendment shall be attached to a certificate attesting that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Official Records where the Declaration was originally recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are recorded in the Official Records of the County.

**15. GENERAL PROVISIONS.**

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

**15.2 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.

**15.3 Severability.** If any section, subsection, sentence, clause, phrase or portion of this Declaration 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 portion thereof.

**15.4 Headings And Capitalization.** The headings of Sections and paragraphs herein, and the capitalization of certain words, are for convenience only, and do not affect the meaning or interpretation of the provisions of this Declaration.

**15.5 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 in 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.

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



**EXHIBITS TO DECLARATION**

The following exhibits were recorded on November 28, 1988, together with the Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes recorded at Official Record Book 1797, Page 0725 et seq., Public Records of Lee County, Florida. These exhibits, as previously amended to date, are hereby incorporated by reference as exhibits to the attached Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes.

EXHIBIT "A"            -            LEGAL DESCRIPTION OF PROPERTY

In addition, the following Exhibits to the original Declaration are completely amended and restated, and the Restatements are attached hereto and recorded herewith:

EXHIBIT "B"            -            ARTICLES OF INCORPORATION OF ASSOCIATION  
EXHIBIT "C "           -            BYLAWS OF THE ASSOCIATION

EXHIBIT "A"

All of Block B, VANDERBILT LAKES, a Replat of the Replat of VANDERBILT LAKES, according to the plat thereof recorded in Plat Book 37, Pages 24 through 39, inclusive, of the Public Records of Lee County, Florida.

OR 1951

PG 1334

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

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**CARMEL AT VANDERBILT LAKES RESIDENTS ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 10, 1987 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1005, Florida Statutes, 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 617.1006 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Carmel at Vanderbilt Lakes Residents Association, Inc. shall henceforth be as follows:

**ARTICLE I**

**NAME.** The name of the corporation is Carmel at Vanderbilt Lakes Residents Association, Inc., sometimes hereinafter referred to as the "Association."

**ARTICLE II**

**PRINCIPAL OFFICE.** The principal office of the corporation is located at 886 110<sup>th</sup> Avenue North, Suite 7, Naples, Florida 34108, and may be changed by the Board of Directors from time to time.

**ARTICLE III**

**PURPOSE AND POWERS.** This Association will not permit pecuniary gain or profit and will make no distribution of its income to its members, officers or Directors. It is a corporation not for profit organized on a non-stock basis for the purpose of establishing a corporate residential neighborhood homeowners association which will, subject to a Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Collier County, Florida, have the powers described herein. The Association shall have all of the common law and statutory power of a Florida corporation not for profit consistent with these Articles and with the Declaration of Covenants, Conditions and Restrictions to which these Articles shall be an exhibit; and it shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood, subject to the Declaration, as it may from time to time be amended, including but not limited to the power to:

- (A) Exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720, Florida Statutes, may now or hereafter have or exercise; subject always to the Declaration, as amended from time to time;
- (B) Fix, levy, collect and enforce payment by any lawful means all charges, assessments or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the corporation;
- (C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

#### **ARTICLE IV**

**MEMBERSHIP.** Every person or entity who is a record Owner of a fee simple or a fractional undivided fee simple interest in any Lot which is subject, by covenants or record to the jurisdiction and powers of the Association (hereinafter referred to as a "Lot"), shall be a member of the Association. The foregoing is not intended to include persons and entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the aforesaid jurisdiction and powers of the Association. All membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

#### **ARTICLE V**

**VOTING RIGHTS.** All members of the Association shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determined, and in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE VI**

##### **DIRECTORS.**

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors.

- (B) Directors 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.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws.

#### ARTICLE VII

**OFFICERS.** The affairs of the Association shall be administered by a President, a Secretary and a Treasurer and such other officers as may be determined in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the Annual meeting and shall serve at the pleasure of the Board of Directors.

#### ARTICLE VIII

**TERM.** The term of the Association shall be perpetual.

#### ARTICLE IX

**BYLAWS.** The Bylaws of the Association shall be adopted by the Board of Directors but may be altered, amended or rescinded by resolution adopted by a majority of the Board following the procedure for "Amendments" found in Article X of this document.

#### ARTICLE X

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

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests of the Association.
- (B) **Procedure.** A proposed amendment must be submitted to a vote of the members not later than next annual meeting for which proper notice can still be given.
- (C) **Vote Required.** Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for the purpose by at least a majority of the voting interests of the Association present, in person or by proxy, and voting at the meeting, or if it is approved in writing by a majority of the voting interest without a meeting, as authorized in the Bylaws, provided that notice of any proposed amendment must be given to all members of the Association, and the notice must contain the current wording of the Section and the full text of the proposed amendment.

- (D) **Effective Date.** An amendment becomes effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the same formalities as are required in the Declaration for recording amendments to the Declaration.

## ARTICLE X

**INDEMNIFICATION.** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any 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 right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved the following:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers in a proceeding brought by or on behalf of the Association. In the event of an out-of-court settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of all other rights to which a Director or officer may be entitled.

**CERTIFICATE**

The undersigned, being the duly elected President of Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, does hereby certify that on December 3, 2004, the attached Articles of Incorporation of Carmel at Vanderbilt Lakes Residents Association, Inc. was approved and adopted by the written consent of at least two-thirds (2/3) of the voting interests, in writing, for the purposes of amending the Articles of Incorporation of Carmel at Vanderbilt Lakes Residents Association, Inc., in accordance with the requirements of the Articles of Incorporation for their amendment, said written consent being sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this 8<sup>th</sup> day of March, 2005.

CARMEI AT VANDERBILT LAKES  
RESIDENTS ASSOCIATION, INC.

BY: *Brady Holderread*  
President **BRADY HOLDERREAD**

(SEAL)

STATE OF FLORIDA  
COUNTY OF ~~LEE~~ Collier

Subscribed to before me this 8<sup>th</sup> day of March, 2005 personally appeared before me *Brady Holderread*, as President of Carmel at Vanderbilt Lakes Residents Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) () is personally known to me or () has produced \_\_\_\_\_ for identification and did not take an oath.

*Janet Lail*  
Signature of Notary Public  
*Janet Lail*  
Print name of Notary (SEAL)  
My Commission Expires: 12/20/08

NOTARY PUBLIC-STATE OF FLORIDA  
**Janet Lail**  
Commission # DD380882  
Expires: DEC. 20, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

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

**AMENDED AND RESTATED BYLAWS  
OF  
CARMEL AT VANDERBILT LAKES RESIDENTS ASSOCIATION, INC.**

**1. GENERAL.** These are the Amended and Restated Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a homeowners association pursuant to the Chapter 720 of the Florida Statutes. All prior Bylaws are hereby revoked and superseded in their entirety.

**1.1 Principal Office.** The principal office of the Association is 886 110<sup>th</sup> Avenue North, Suite 7, Naples, Florida 34108, and may be changed by the Board of Directors from time to time.

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

**1.3 Definitions.** Certain words and phrases used in these Bylaws are defined in the Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes (the "Declaration"), to which these Bylaws are recorded as an Exhibit, unless the context clearly requires a different meaning.

**2. MEMBERS; VOTING RIGHTS.** The members of the Association are the record Owner(s) of legal title to the Lots. If a Lot is subject to a contract for deed or a life estate, the contract vendee or life tenant, respectively, shall be deemed to be the Owner for purposes of determining voting and use rights. Membership become effective upon the occurrence of the last to occur of the following events:

- (A) Approval by the Association for the transfer of ownership, if required.
- (B) Recording in the Public Records of a Deed or other instrument conveying or evidencing legal title to the new member.



- (C) Delivery to the Association of a copy of the recorded Deed or other evidence of title.
- (D) Delivery to the Association, if required, of a written designation of a primary occupant. Membership in the Association is appurtenant to, runs with, and cannot be separated from the real property interest upon which membership is based. Each members' share of beneficial ownership of the common surplus is the same as his share of liability for assessments, as provided in the Declaration.

**2.1 Voting Rights.** The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes equals the total number of Lots. There are forty (40) Lots, therefore the number of voting interests is forty (40). The vote of a Lot is not divisible. The right to vote may be suspended if a member is delinquent, in excess of ninety (90) days, in the payment of any monies due to the Association. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, regardless of whether they are acting as trustees, that Lot's vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the primary occupant of the Residence designated as set forth in the Declaration.

**2.2 Approval or Disapproval of Matters.** Whenever the decision or vote of a Lot Owner is required upon any matter, whether the subject of an Association meeting or not, the decision or vote shall be expressed or cast by any person authorized in Section 2.1 above to cast the vote of that Lot if present at an Association meeting, unless the joinder of all record Owners is specifically required.

**2.3 Termination of Membership.** 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.

### **3. MEMBERS' MEETINGS.**

**3.1 Annual Meeting.** The annual meeting of the members shall be held in Lee County, Florida, during the month of January or February each year 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 Meetings.** Special meetings of the members shall 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 meetings of the members, stating the time, date and place of the meeting must be mailed to the Owner(s) of each Lot at the address that appears on the books of the Association, or may be provided 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 before the date of the meeting. Unless the law or the governing documents expressly require otherwise, notice of an annual meeting, or special meeting, must include a description of the purpose or purposes for which the meeting is called.
- 3.4 Quorum.** A quorum at meetings shall be attained by the presence, either in person or by proxy, of a least thirty percent (30%) of the voting interests of the Association.
- 3.5 Vote Required.** The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained are binding upon all members for all purposes, except where a higher vote is required by law, or by any provision of the governing documents.
- 3.6 Proxies.** Votes at a meeting may be cast 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 longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is 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. The Board may by resolution require that a proxy be notarized. Proxyholders must be members.
- 3.7 Adjourned Meetings.** Any duly called meeting of the members may be adjourned, by the majority of the voting interests present, regardless of whether a quorum has been attained, and may be reconvened later at a specific time and place. When a meeting is so adjourned, it shall not be necessary to give formal notice of the time and place of its continuance, if that information is announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum has been attained.
- 3.8 Order of Business.** The order of business at members meetings shall be generally as follows:
- (A) Determination of the existence of a quorum.
  - (B) Reading or dispensing with reading minutes from the last members meeting.
  - (C) Reports of Officers. (Financial Report)
  - (D) Reports of Committees.
  - (E) Election of Directors. (Annual Meeting Only)
  - (F) Unfinished Business.
  - (G) New Business.
  - (H) Adjournment.

**3.9 Minutes.** Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, in a book or books, and must be available for inspection and copying by members or their authorized representatives at all reasonable times.

**3.10 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the law or the governing documents. The President may appoint a Parliamentarian for assistance and advice, but the President's 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.** Except for the holding of the annual meeting and annual election of Directors, 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 or other instruments expressing 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. If the requisite number of written consents is received by the Association within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting held on the sixtieth (60<sup>th</sup>) day. Within ten (10) days thereafter, the Board shall meet to tabulate the votes and send written notice of the action taken to all members. Nothing in this Section affects the rights of members to call a special meeting of the membership, as provided for in these Bylaws or by law. If the vote is taken by the method described in this Section, the list of Owners on record with the Association at the time of mailing the voting materials shall be the list of qualified voters. The written consents used to authorize an action without a Meeting shall become part of the Association's records.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association is 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 members only when specifically required.

**4.1 Number And Terms of Service.** As of the first election held following this revision of the Bylaws, the number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors will be elected for a one (1) year term. Each Director's term ends at the final adjournment of the annual meeting at which his successor will be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of vacancy, as provided in Section 4.4 below.

- 4.2 **Qualifications.** Each Director must be a member of the Association or primary occupant for a Lot, or the lawful spouse of a member or primary occupant for a Lot.
- 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 on the floor at the annual meeting, at which time any other eligible person may also be nominated as a candidate. 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. 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. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.
- 4.4 **Vacancies On The Board.** If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected by a majority of the remaining Directors, though less than a quorum. The successor shall hold office for the remaining unexpired term.
- 4.5 **Removal Of Directors.** Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over corporate records upon application of any Owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 4.6 **Board Meetings.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all 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 must be posted in a conspicuous place at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An

assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Any Owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

- 4.7 **Waiver Of Notice By Directors.** 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.
- 4.8 **Quorum Of Directors.** A quorum at a Board meeting exists only when a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee by means of a conference telephone call or other similar communicative arrangement whereby all persons present at the meeting site can hear and speak to all other persons, and participation by this means is deemed equivalent to presence in person at a meeting.
- 4.9 **Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.
- 4.10 **Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall preside at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.
- 4.11 **Vote Required.** The acts approved by a majority of the Directors present and voting at a Board 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 law. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in electing officers. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest, which must be noted in the minutes.
- 4.12 **Directors' Fees and Reimbursement Of Expenses.** No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for out-of-pocket expenses related to the proper discharge of their respective duties.

**4.13 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. The meetings of committees, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association, must be conducted with the same formalities as required for meetings of the Board.

**4.14 Emergency Powers.** In the event of an “emergency” as defined in Section 4.14(G) below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes (1998), as amended from time to time.

- (A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the offers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, Director, or employee of the Association, acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws, shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section 4.14, an “emergency” exists only while the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:
  - (1) a state of emergency declared by law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;

- (4) designated by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

**5. OFFICERS.** Officers are elected by a majority of the Board at its first meeting after every election, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom must be Directors, and shall be elected annually by the Board of Directors. Any officer may be removed from office, with cause, by a majority of the Directors at any meeting where such action is identified in the Agenda. Any person, except the President, may hold two or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

- 5.1 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 *an ex-officio* 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 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.
- 5.2 Vice-Presidents.** The Vice-Presidents in the order of their seniority 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.
- 5.3 Secretary.** The Secretary shall attend meetings of the Board of Directors and meetings of the members and shall be responsible for the recording of all votes, and the minutes of all proceedings, in a book to be kept for the purpose, and shall perform like duties for 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. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is designated. The Board may contract with a community association manager for the provision of these services, in which case the Secretary shall be responsible for overseeing that the above duties are performed.

**5.4 Treasurer.** The Treasurer is responsible for the safekeeping of Association funds and assets, budget preparation, and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer 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 regular 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 one has been designated.

**5.5 Compensation Of Officers.** No compensation shall be paid to any member for services as an officer of the Association.

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

**6.1 Depository.** The Association shall maintain its funds in accounts designated from time to time by the Board. The Board shall exercise due care to preserve the principal in such accounts. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

**6.2 Accounts and Accounting Procedures.** The financial and accounting records of the Association must be kept according to generally accepted accounting principals, and kept for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is 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 the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records that identify, measure, record or communicate financial information.



- 6.3 Budget.** The Board of Directors shall adopt prior to the end of each fiscal year, a budget of common expenses for the next fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each Owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and show the amounts budgeted by accounts and expense classifications, as well as the actual expenses in the previous fiscal year for the same accounts and expense classifications.
- 6.4 Reserves.** The Board may establish in the annual budget one or more reserve accounts for cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget. These funds may be transferred between reserve accounts as necessary, upon majority vote of the Board of Directors. Transferred monies shall be returned to the original account as soon as practicable.
- 6.5 Regular Assessments.** Regular assessments based on the adopted budget shall be paid quarterly, in advance, due on the first day of each quarter. Written notice of each installment shall be sent to members at least ten (10) days prior to the due date, but failure to send or receive the notice does not excuse the obligation to pay. In its discretion, the Board may require payment in sem-annual or annual installments instead.
- 6.6 Special Assessments.** Special assessments may be imposed by the Board of Directors 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 the assessment. The notice to owners that a special assessment has been adopted must state the specific purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the members' accounts. No special assessment exceeding in the aggregate twenty percent (20%) of the annual budget including reserves may be levied in any fiscal year without the prior approval of a majority of the voting interests of the Association present, in person or by proxy, at a meeting called for the purpose. The funds collected must be spent for the stated purpose(s). However, upon completion of the stated purpose(s), any excess funds will be considered common surplus.
- 6.7 Fidelity Bonds.** The President, Secretary, Treasurer, and any persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or by the Board of Directors. The premiums on such bonds shall be a common expense.
- 6.8 Financial Reporting.** The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year, and shall, within ten (10) business days after the report is prepared, provide a copy to each member, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:
  - (1) The amount of receipts and expenditures by classification; and
  - (2) The beginning and ending cash balances of the Association.

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

**6.10 Application Of Payments.** All payments on account by an Owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments in order they first came due.

**6.11 Fiscal Year.** The fiscal year of the Association begins on the first day of January of each year.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may from time to time adopt and amend reasonable rules and regulations (if any) governing the operation, use, maintenance, management and control of the Association Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each Owner. The Board shall have the power to impose fines and suspensions of common area use privileges, as further provided in Section 14.3 of the Declaration (Entitled "Fines"), for violations of the rules and regulations.

8. **AMENDMENT OF BYLAWS.** Except as otherwise provided by law, amendments to these Bylaws shall be proposed and adopted in the following manner.

**8.1 Proposal.** Amendments may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4) of the voting interests of the members.

**8.2 Procedure.** If any amendment to these Bylaws is so proposed by the Board or the members, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be reasonably given. The full text of any proposed amendment must be given to the members with notice of the meeting.

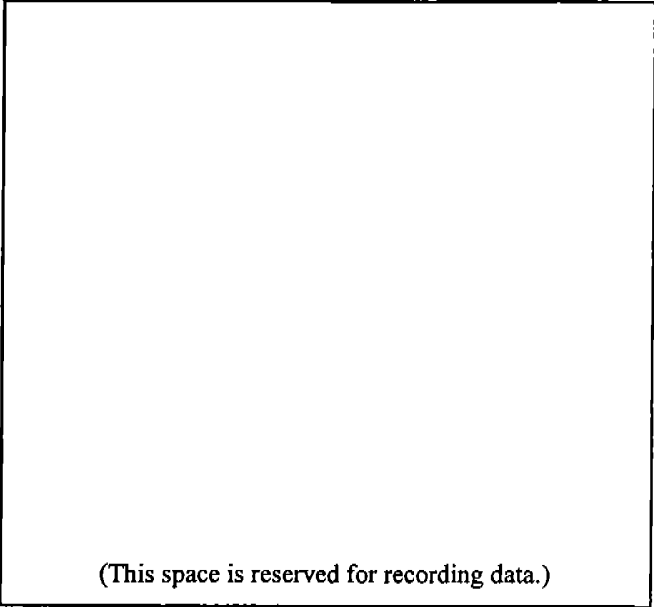
- 8.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the governing documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose.
- 8.4 Effective Date, Recording.** A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted, which certificate shall be signed by the President or Vice President of the Association. The certificate must identify the book and page of the Official Records where the Declaration of Covenants was originally recorded. The amendment shall become effective when the certificate and copy of the amendment are recorded in the Official Records of Lee County, Florida.

**9. MISCELLANEOUS.**

- 9.1 Gender, Number.** Whenever a masculine or singular pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context requires.
- 9.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- 9.3 Conflict.** If any irreconcilable conflict should exit, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration of Covenants, or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws.

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 15 day of Nov, 2004.

LOT #: 1  
28728 Carmel Way

SIGNATURE OF OWNER(S)

Dorothea A. Foye  
Print Owner Name

Printed or typed name: Dorothea A Foye

Print Owner Name

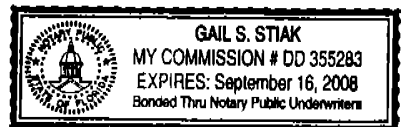
Printed or typed name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15 day of Nov, 2004, by Dorothea A. Foye and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided FL. Driver's Lic. for identification and did not take an oath.

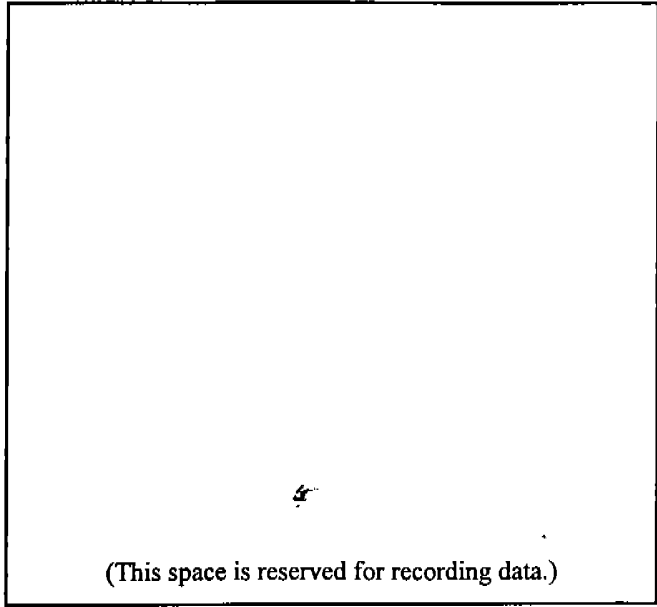
(SEAL)

Gail S. Stiak  
NOTARY PUBLIC  
Print Notary Name: Gail S. STIAK  
My Commission Expires: 9-16-08



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



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The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 4<sup>th</sup> day of March, 2007.

LOT #: 2  
28726 Carmel way

SALLY L. ROSS

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

Sally L. Ross

Print Owner Name

Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4 day of March, 2007, by Sally Ross and NA, who (choose one) ( ) are personally known to me or (X) provided drivers license for identification and did not take an oath.

(SEAL)



Margaret Saban Smith

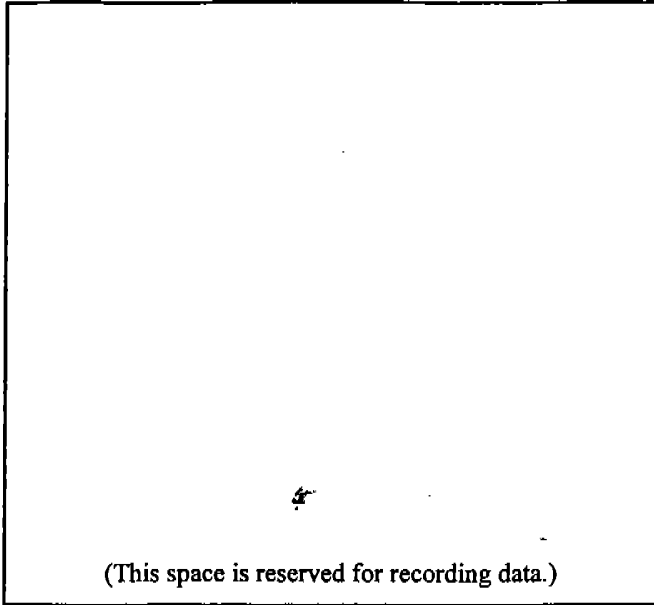
NOTARY PUBLIC

Print Notary Name: Margaret Saban Smith

My Commission Expires: 1/21/08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 3<sup>rd</sup> day of March, 2004.

LOT #: 3  
28724 Carmel Way

Julia N. Smith

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

Julia N. Smith  
Print Owner Name

Julia N. Smith  
Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3 day of March, 2004, by Julia N. Smith and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided Drivers License for identification and did not take an oath.

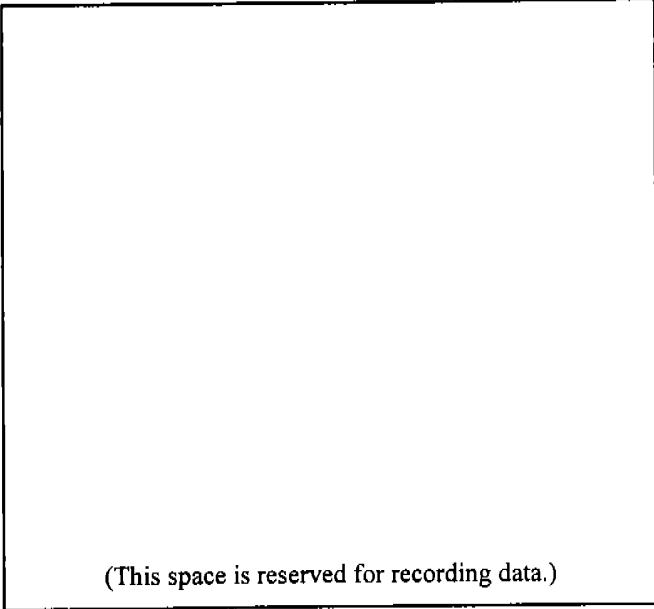
(SEAL)

Margaret Saban Smith  
NOTARY PUBLIC  
Print Notary Name: Margaret Saban Smith  
My Commission Expires: 1/21/08



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



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This instrument was executed on this 29 day of November, 2004.

LOT #: 4  
28722 Carmel way

BRADY HOLDERREAD

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

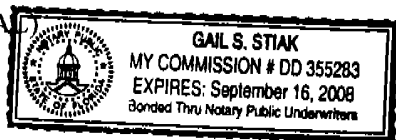
Brady Holderread  
Print Owner Name

Print Owner Name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29 day of Nov., 2004, by BRADY HOLDERREAD and \_\_\_\_\_, who (choose one) ( ) are personally known to me or ( X ) provided FL- DRIVERS LIC. for identification and did not take an oath.

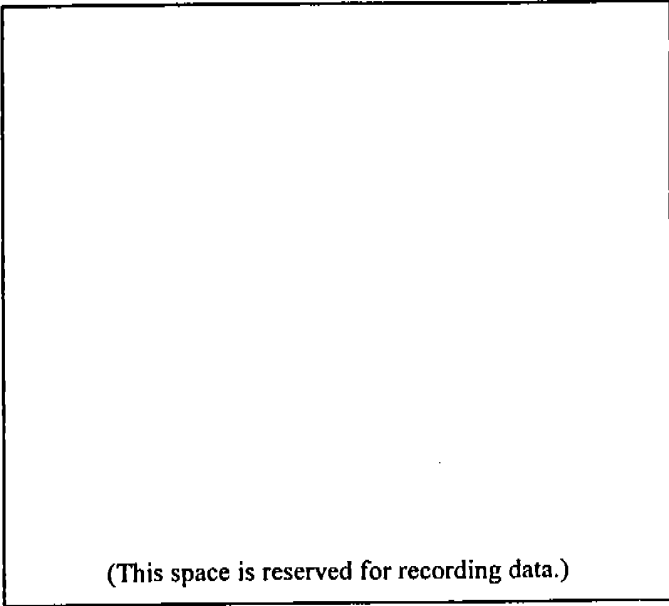
(SEAL)



Gail S. Stiak  
NOTARY PUBLIC  
Print Notary Name: GAIL S. STIAK  
My Commission Expires: 9-16-08

**CARMEL AT  
VANDERBILT LAKES**

**CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS**



(This space is reserved for recording data.)

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This instrument was executed on this 6<sup>th</sup> day of February, 2004.

LOT #: 6

28718 Carmel way

William L Birthright II

Printed or typed name: William L Birthright II

Constance A Birthright II

Printed or typed name: Constance A Birthright II

SIGNATURE OF OWNER(S)

William L BIRTHRIGHT II  
Print Owner Name

CONSTANCE A BIRTHRIGHT  
Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 6 day of Febra, 2004, by W. William Birthright and Constance Birthright who (choose one) ( ) are personally known to me or (  ) provided Drivers Licenses for identification and did not take an oath.

(SEAL)



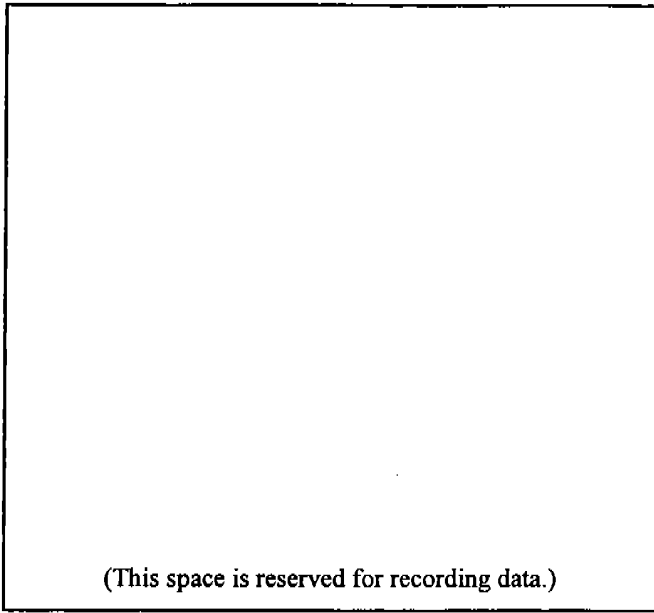
Margaret Saban Smith  
NOTARY PUBLIC  
Print Notary Name: Margaret Saban Smith  
My Commission Expires: 1/21/08



*Notarize  
Return*

**CARMEL AT  
VANDERBILT LAKES**

**CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS**



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This instrument was executed on this 15 day of November, 2004.

LOT #: 7

28916 Carmel Way

**SIGNATURE OF OWNER(S)**

Barbara Ann Webb

Printed or typed name: \_\_\_\_\_

\_\_\_\_\_

Printed or typed name: \_\_\_\_\_

Barbara Ann Webb

Print Owner Name

Barbara Ann Webb

Print Owner Name

STATE OF Ohio  
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 15 day of NOV, 2004, by \_\_\_\_\_ and \_\_\_\_\_, who (choose one) () are personally known to me or () provided DRIVER LICENSES for identification and did not take an oath.

(SEAL)

David N. Pelouquin

NOTARY PUBLIC

Print Notary Name: \_\_\_\_\_

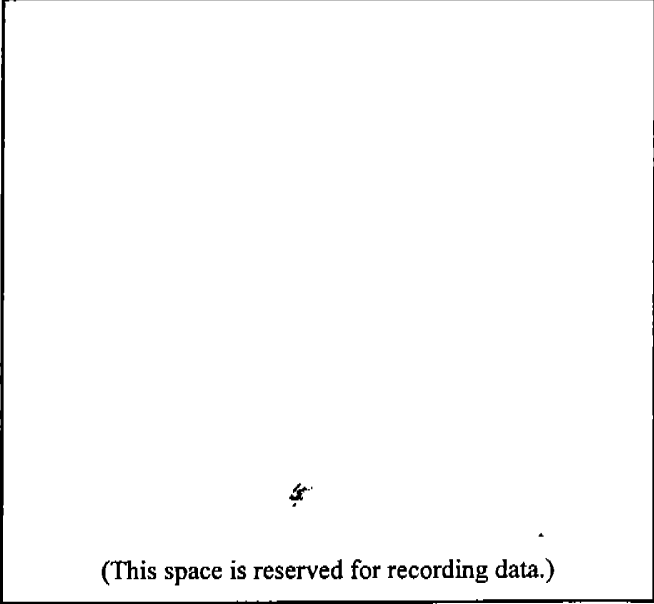
My Commission Expires: \_\_\_\_\_

**DAVID N. PELOQUIN, Notary Public**  
Residence - Summit County  
Statewide Jurisdiction, Ohio  
My Commission Expires Jan. 31, 2005

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 29 day of Jan., 2004

LOT #: 8  
28714 Carmel Way

Printed or typed name: LOUISE SIEGEL

Printed or typed name: \_\_\_\_\_

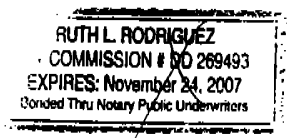
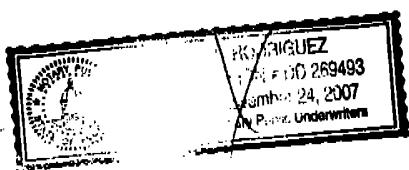
SIGNATURE OF OWNER(S) Julius Siegel  
Julius SIEGEL  
Print Owner Name  
L. Louise Siegel  
L. Louise Siegel  
Print Owner Name

STATE OF FL  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Jan., 2004, by Julius Siegel and L. Louise Siegel, who (choose one) () are personally known to me or () provided \_\_\_\_\_ for identification and did not take an oath.

(SEAL)

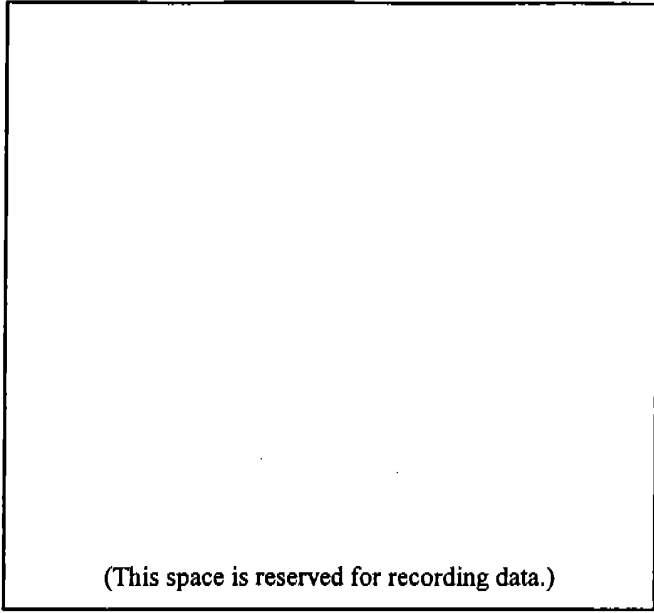
Ruth Rodriguez  
NOTARY PUBLIC  
Print Notary Name: Ruth Rodriguez  
My Commission Expires: \_\_\_\_\_



To Judy

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 9 day of November, 2004.

LOT #: 9  
28712 Carmel way

LORETTA A. NERO  
Printed or typed name: JAMES D. NERO JR.

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)  
Loretta A. Nero  
Print Owner Name

James D. Nero Jr.  
Print Owner Name

STATE OF FL  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9 day of November, 2004, by LORETTA NERO and JAMES D. NERO JR who (choose one) ( ) are personally known to me or (X) provided FL DRIVER'S Lic. for identification and did not take an oath.

(SEAL)



Gail S. Stiak  
NOTARY PUBLIC  
Print Notary Name: GAIL S. STIAK  
My Commission Expires: 9-16-08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

(This space is reserved for recording data.)

This instrument was executed on this 12<sup>th</sup> day of March, 2004.

LOT #: 10  
28710 Carmel way

Printed or typed name: THOMAS NEALE  
\_\_\_\_\_  
Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)  
Thomas Neale  
Print Owner Name THOMAS NEALE  
Thomas Neale  
Print Owner Name \_\_\_\_\_

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2004, by Thomas Neale and N/A, who (choose one)  are personally known to me or  provided Drivers License for identification and did not take an oath.

(SEAL)

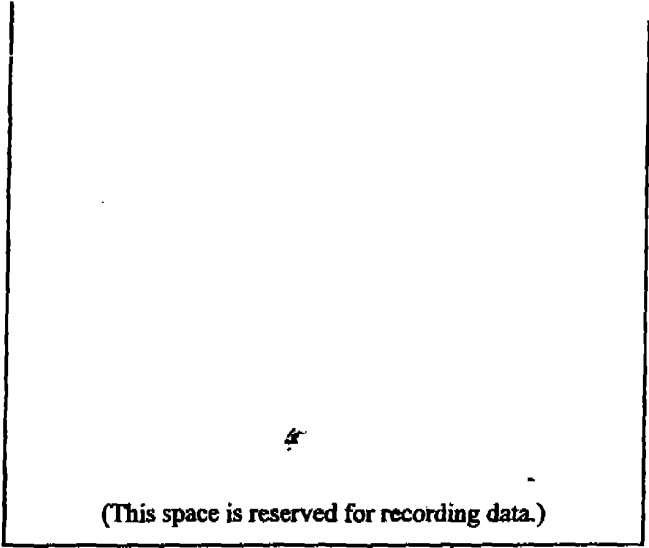


Margaret Saban Smith  
NOTARY PUBLIC  
Print Notary Name: Margaret Saban Smith  
My Commission Expires: 1/21/08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 10 day of March, 2004

LOT #: 11  
28708 Carmel Way

David F. Vakkamp

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)  
David F. Vakkamp

Print Owner Name

Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by DAVID F. VAKKAMP, who (choose one) ( ) are personally known to me or (X) provided DLF V425-166-25-103-0 for identification and did not take an oath.

(SEAL)



Maria F. Lopez

NOTARY PUBLIC

Print Notary Name: Maria F. Lopez

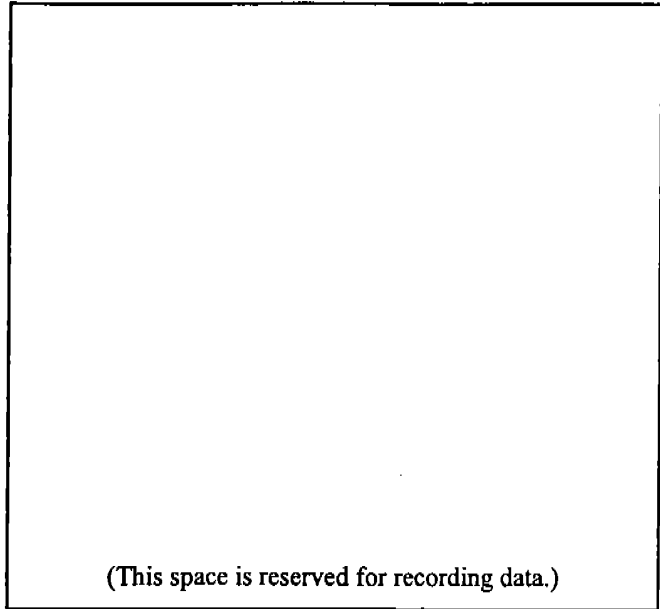
My Commission Expires: Dec 10/2004

Return to  
Janet Lail

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 28<sup>th</sup> day of January, 2005.

LOT #: 12

28706 Carmel Way  
Lana L Hoffsis

Printed or typed name: Lana L. Hoffsis

Glen F Hoffsis

Printed or typed name: GLEN F. HOFFSIS

SIGNATURE OF OWNER(S)

Lana L. Hoffsis  
Print Owner Name

GLEN F HOFFSIS  
Print Owner Name

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2005, by Lana Hoffsis and Glen Hoffsis who (choose one) ( ) are personally known to me or ( ) provided \_\_\_\_\_ for identification and did not take an oath.

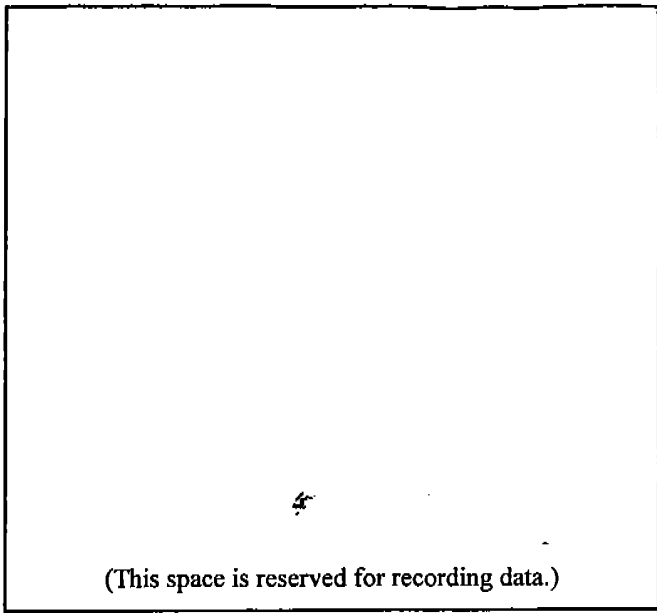
(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA  
**Janet Lail**  
Commission # DD380882  
Expires: DEC. 20, 2008  
Bonded Thru Atlantic Bonding Co., Inc.

Janet Lail  
NOTARY PUBLIC  
Print Notary Name: Janet Lail  
My Commission Expires: 12/20/08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 20th day of January, 2004.

LOT #: 13  
28704 Carmelway

SIGNATURE OF OWNER(S)  
Howard L. Green  
HOWARD L. GREEN

Printed or typed name: HOWARD GREEN

Print Owner Name

Printed or typed name: \_\_\_\_\_

Print Owner Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

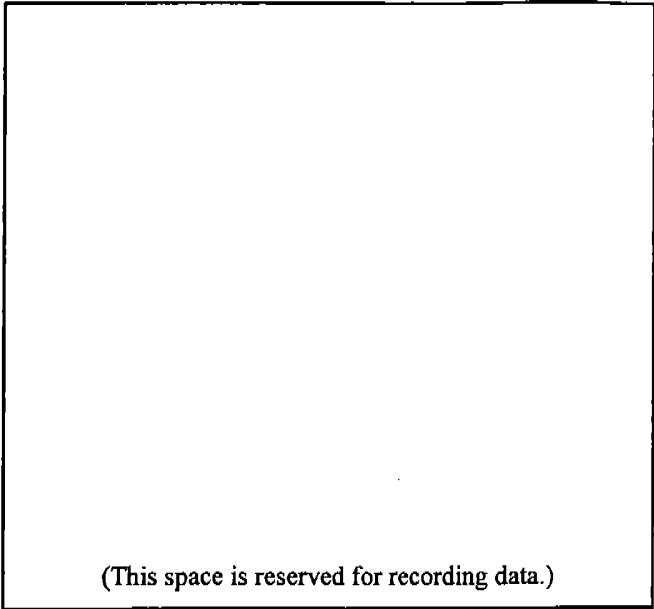
The foregoing instrument was acknowledged before me this 20th day of January, 2004, by Howard L. Green and NA, who (choose one) () are personally known to me or () provided NA for identification and did not take an oath.

(SEAL)

Douglas W. Weale  
NOTARY PUBLIC  
Print Notary Name: Douglas W. Weale  
My Commission Expires: 10-18-2007

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 8 day of NOVEMBER, 2004.

LOT #: 14-28786 CARMELWAY

STEPHEN J. DEL CORSO

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

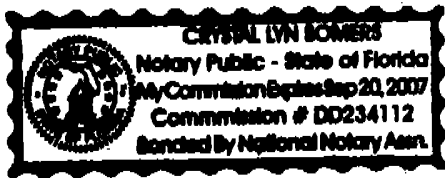
SIGNATURE OF OWNER(S)  
Stephen J. Del Corso  
Print Owner Name

Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 8 day of November, 2004, by \_\_\_\_\_ and \_\_\_\_\_, who (choose one) () are personally known to me or () provided \_\_\_\_\_ for identification and did not take an oath.

(SEAL)



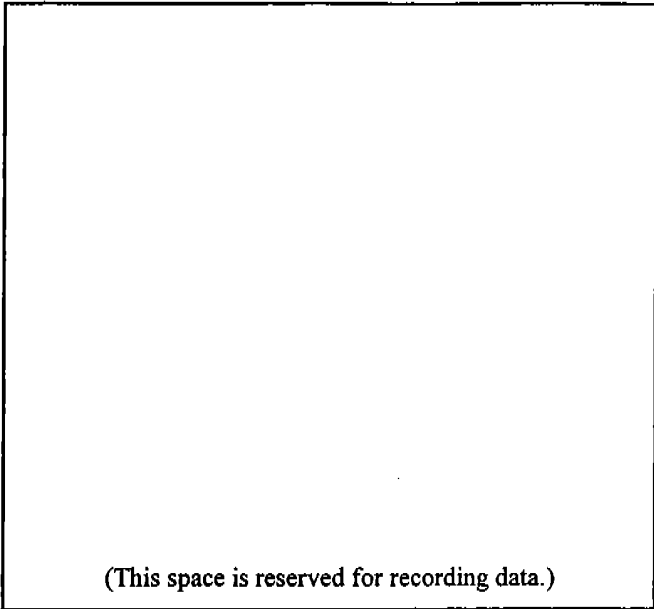
NOTARY PUBLIC  
Print Notary Name: Crystal Lyn Somers  
My Commission Expires: 9-20-2007



Tom

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 8 day of Nov., 2007.

LOT #: 15

28784 Carmelway

THOMAS F NEALE

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

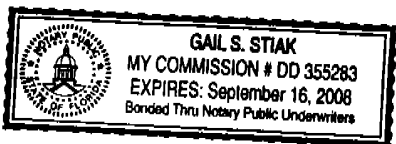
[Handwritten Signature]  
Print Owner Name

THOMAS F NEALE  
Print Owner Name

STATE OF FL.  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8 day of Nov., 2007, by THOMAS F NEALE and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided via. DRIVER'S LICENSE for identification and did not take an oath.

(SEAL)

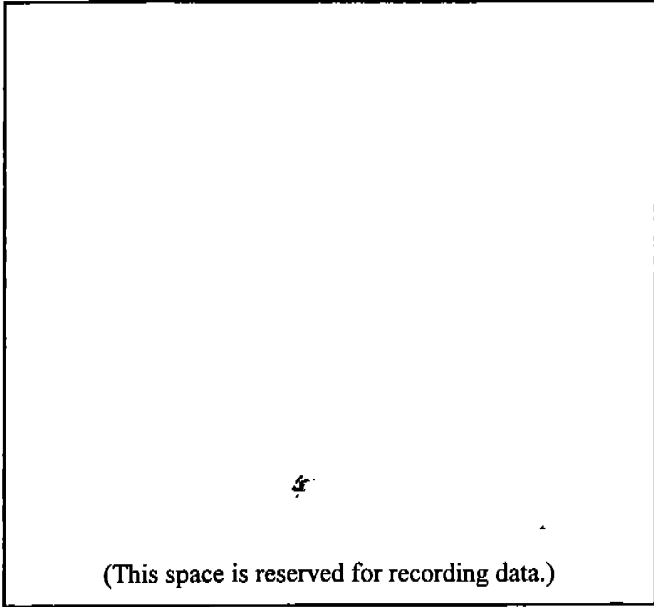


[Handwritten Signature]  
NOTARY PUBLIC  
Print Notary Name: GAIL S. STIAK  
My Commission Expires: 7-16-08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 9<sup>th</sup> day of February, 2004.

LOT #: 15

Joanne M. Congile  
Printed or typed name: Joanne Congile  
Alexia Hedlund  
Printed or typed name: Alexia Hedlund

SIGNATURE OF OWNER(S)

Mary Joyce Brown  
Print Owner Name  
Mary Joyce Brown  
Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February 2004, by Mary Joyce Brown and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (  ) provided Florida Drivers Lic for identification and did not take an oath.

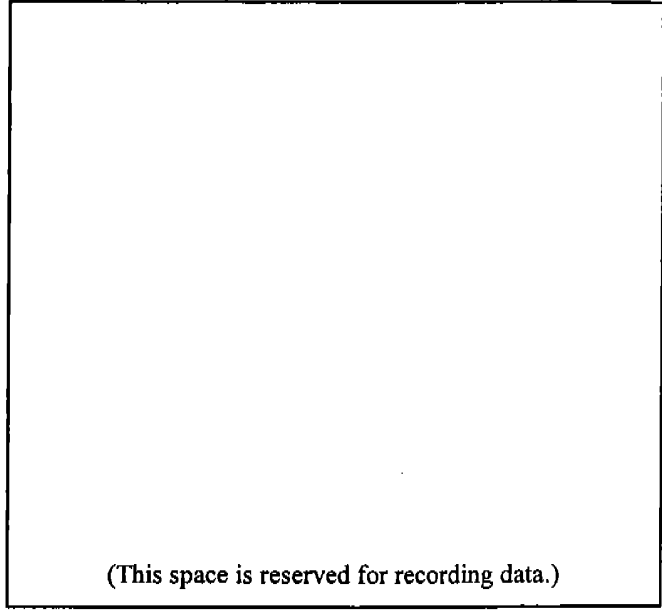


Dendle Fleming Miller  
NOTARY PUBLIC  
Print Notary Name: Dendle Fleming Miller  
My Commission Expires: 3-23-2007

return to  
party

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 17 day of NOV, 2004

LOT #: 17  
25780 Carmel way

TAMARA R. OVERTON

Printed or typed name: TAMARA R. OVERTON

Ananda Graham

Printed or typed name: Ananda Graham

STATE OF FLORIDA  
COUNTY OF ORANGE

SIGNATURE OF OWNER(S)  
Donald G. Harding

Print Owner Name Donald G. Harding

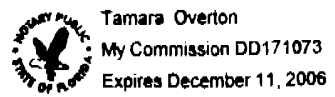
N/A  
Print Owner Name Karen A. Harding

WAS NOT AVAILABLE AT TIME OF  
NOTARIZING Karen A. Harding

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2004, by DONALD G. HARDING and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided Fl. Driver's License for identification and did not take an oath.

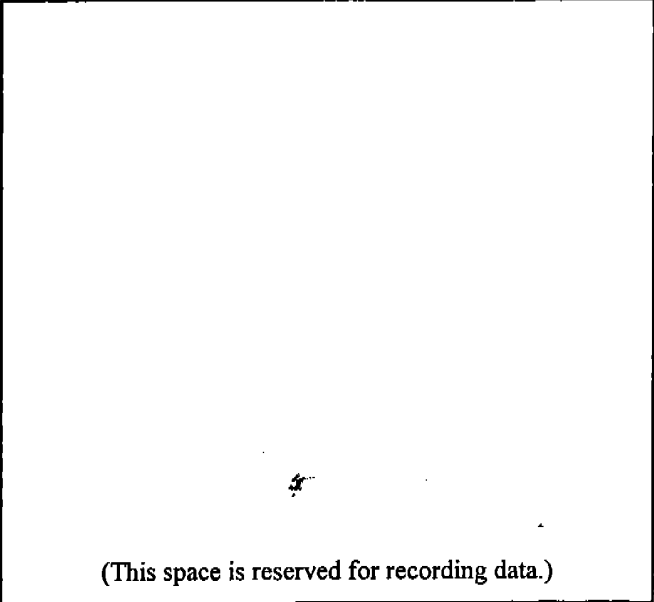
(SEAL)

TAMARA R. OVERTON  
NOTARY PUBLIC  
Print Notary Name: TAMARA R. OVERTON  
My Commission Expires: \_\_\_\_\_



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 22 day of January, 2004.

LOT #: 19  
28776 Carmel way

Alexia Hedlund

Printed or typed name: Alexia Hedlund

Gail Stiak

Printed or typed name: GAIL STIAK

SIGNATURE OF OWNER(S)

Alice Kambouris  
ALICE KAMBOURIS

Print Owner Name

Print Owner Name

STATE OF Fla  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22 day of January 2004, by Alice Kambouris and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (  ) provided Fla Drivers Lic for identification and did not take an oath.

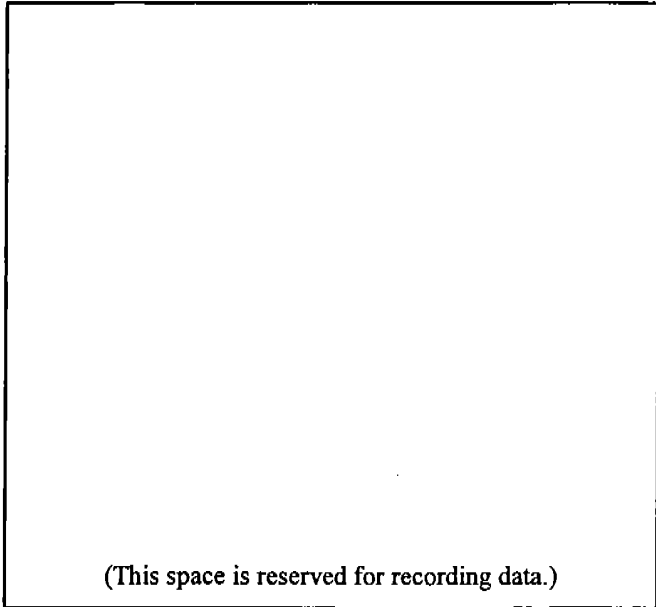


Dendle Fleming Miller  
NOTARY PUBLIC  
Print Notary Name: Dendle Fleming Miller  
My Commission Expires: 3-23-07

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 17 day of November, 2004.

LOT #: 28772  
LOT # 22

*Christine Simonetti*  
Printed or typed name: CHRISTINE SIMONETTI

SIGNATURE OF OWNER(S)  
CHRISTINE SIMONETTI  
Print Owner Name

Printed or typed name: \_\_\_\_\_

Print Owner Name

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of November, 2004, by CHRISTINE SIMONETTI and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (  ) provided FL. DRIVER'S LIC for identification and did not take an oath.

(SEAL)



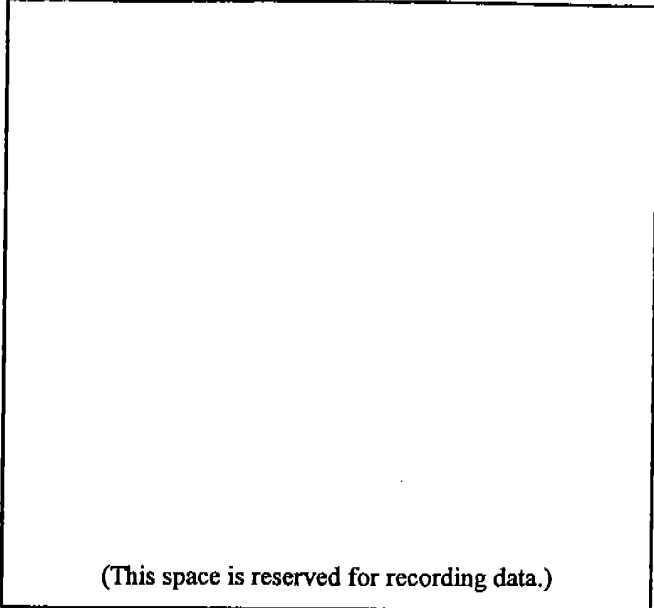
*Gail S. Stiak*  
NOTARY PUBLIC  
Print Notary Name: GAIL S. STIAK  
My Commission Expires: 9-16-08

*Notarize  
& Return*

**CARMEL AT  
VANDERBILT LAKES**

**CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS**

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 16<sup>th</sup> day of November, 2004.

LOT #: Villa Parcel No. 23 and part of Villa Parcel No. 22  
28768 Carmel Way

SIGNATURE OF OWNER(S)

Judith R. Welch  
Print Owner Name Judith R. Welch

Printed or typed name: J. WELCH

Printed or typed name: \_\_\_\_\_

Print Owner Name \_\_\_\_\_

STATE OF Ill  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Nov., 2004, by Judith Welch and \_\_\_\_\_, who (choose one) () are personally known to me or () provided \_\_\_\_\_ for identification and did not take an oath.

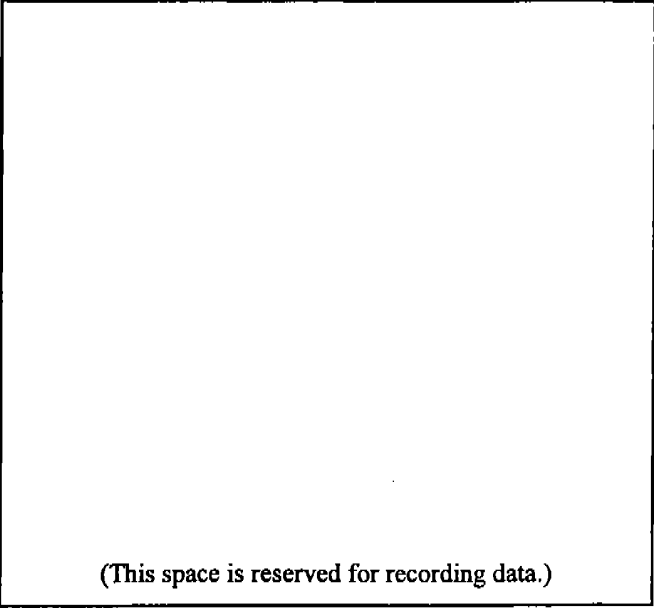


Theresa D. Connolly  
NOTARY PUBLIC  
Print Notary Name: Theresa D. Connolly  
My Commission Expires: 1-31-2008

Notarize  
+ Return

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

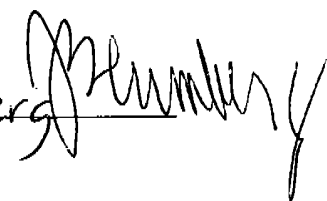
The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this Nov 23<sup>rd</sup> day of Nov, 2004.


LOT #: 25

28764 Carmel way

SIGNATURE OF OWNER(S)

Jil A Blumberg   
Print Owner Name

Printed or typed name: \_\_\_\_\_

  
Print Owner Name

Printed or typed name: \_\_\_\_\_

STATE OF New Jersey  
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Nov, 2004, by Jil A. Blumberg and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided NJD exp 7/00 for identification and did not take an oath.

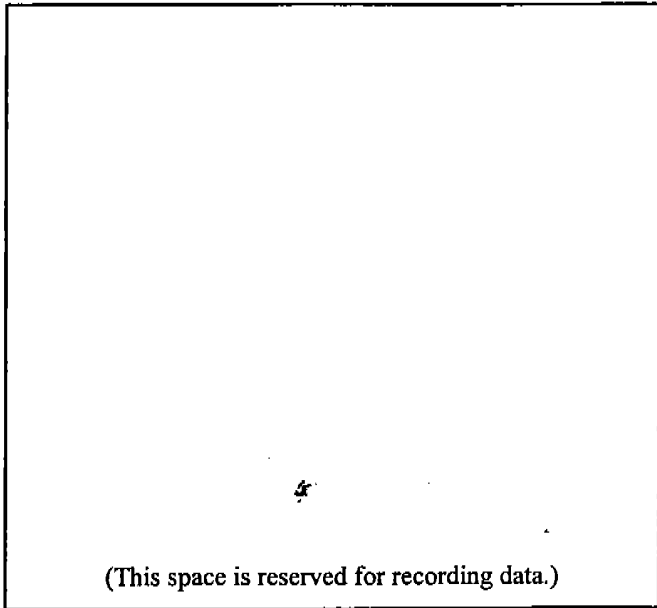
(SEAL)

Evelyn Parasidis  
NOTARY PUBLIC  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EVELYN PARASIDIS  
Notary Public - New Jersey  
My Commission Expires April 1, 2009

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 11<sup>th</sup> day of Nov, 2004.

LOT #: 28  
28758 Carmel Way

JOSEPH MODESTINE

Printed or typed name:

CHARLOTTE MODESTINE

Printed or typed name:

SIGNATURE OF OWNER(S)

Joseph Modestine

Print Owner Name

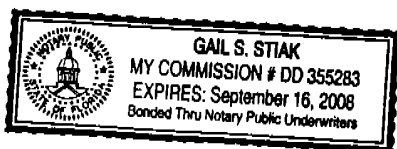
Charlotte Modestine

Print Owner Name

STATE OF FL  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8 day of Nov, 2004, by Joseph Modestine and Charlotte Modestine who (choose one) ( ) are personally known to me or (X) provided Driver's License for identification and did not take an oath.

(SEAL)



Gail S. Stiak

NOTARY PUBLIC

Print Notary Name: GAIL S STIAK

My Commission Expires: 9-16-08



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

(This space is reserved for recording data.)

This instrument was executed on this 12<sup>th</sup> day of March, 2004.

LOT #: 30  
28725 Carmel way

Thomas Neale  
SIGNATURE OF OWNER(S)  
THOMAS NEALE  
Print Owner Name  
Thomas Neale

Printed or typed name: THOMAS NEALE

Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2004 by Thomas Neale and NA, who (choose one) ( ) are personally known to me or (  ) provided drivers Lic. for identification and did not take an oath.

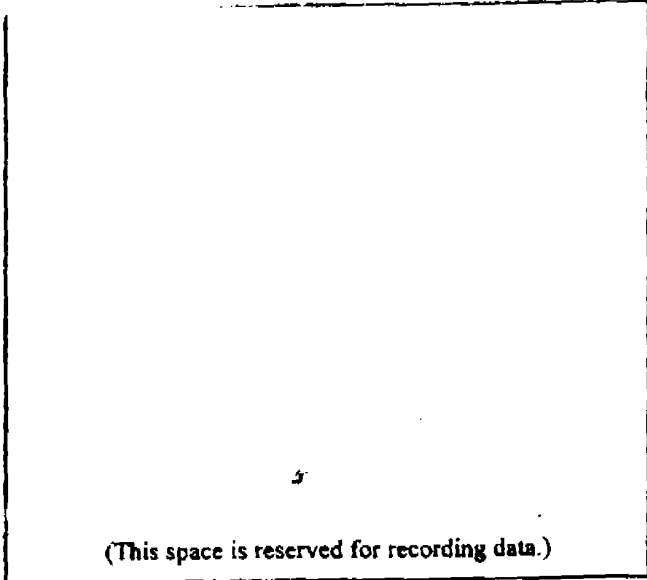
(SEAL)



Margaret Saban Smith  
NOTARY PUBLIC  
Print Notary Name: Margaret Saban Smith  
My Commission Expires: 1/21/08

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 4<sup>th</sup> day of MAY, 2004.

LOT #: # 31  
28723 Carmel way

Loral Davidson Francis

Printed or typed name

LORAL D FRANCIS

Printed or typed name

Loral Davidson Francis

SIGNATURE OF OWNER(S)

LORAL DAVIDSON FRANCIS

Print Owner Name

Print Owner Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 4 day of May, 2004, by Loral Davidson Francis who (choose one)  are personally known to me or  provided \_\_\_\_\_ for identification and did not take an oath.

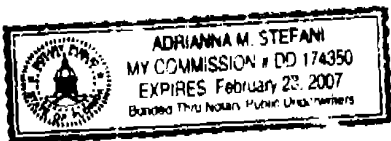
(SEAL)

Adrianna M. Stefani

NOTARY PUBLIC

Print Notary Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

FILE
Assoc. <u>Carmel</u>
File. <u>Legal</u>
(This space is reserved for recording data.)

This instrument was executed on this 20<sup>th</sup> day of February, 2004.

LOT #: 33

28702 Carmel way

Vera Brosnahan

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

VERA BROSNATHAN  
Print Owner Name

\_\_\_\_\_  
Print Owner Name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2004 by Vera Brosnahan who (choose one) () are personally known to me or () provided Florida Drivers License for identification and did not take an oath.

(SEAL)



ERLINE V. CHRISTIE  
MY COMMISSION # DD 097057  
EXPIRES: July 4, 2006  
Bonded Thru Budget Notary Services

Erline V Christie  
NOTARY PUBLIC

Print Notary Name: ERLINE V. CHRISTIE  
My Commission Expires: 7/4/2006

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

(This space is reserved for recording data.)

This instrument was executed on this 9 day of MARCH, 2004.

LOT #: 34  
28788 Carmel Way

ARNO ELIAS

Printed or typed name: \_\_\_\_\_

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

Print Owner Name \_\_\_\_\_

Print Owner Name \_\_\_\_\_

STATE OF Florida  
COUNTY OF Lee

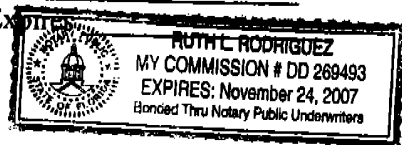
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2004, by ARNO ELIAS and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (  ) provided FL. DR. for identification and did not take an oath.

(SEAL)

Ruth Rodriguez  
NOTARY PUBLIC

Print Notary Name: \_\_\_\_\_

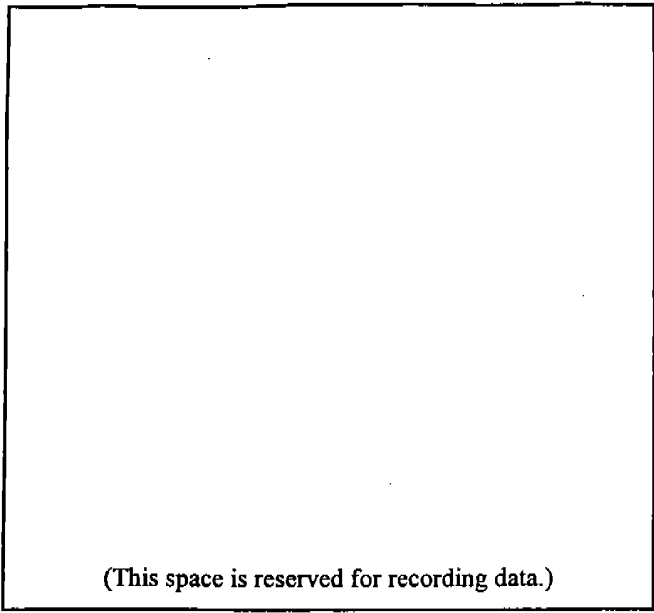
My Commission Expires \_\_\_\_\_



*Return*

**CARMEL AT  
VANDERBILT LAKES**

**CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS**



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 30 day of November, 2004.

LOT #: 35  
28790 Carmel way

? SIGNATURE OF OWNER(S) Kimberly A. Fulton

Kimberly A. Fulton  
? Print Owner Name

Printed or typed name: Kimberly A. Fulton

Print Owner Name

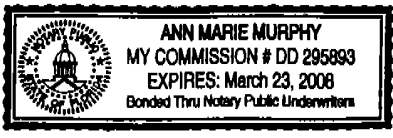
Printed or typed name: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 30 day of November, 2004, by Kimberly Fulton and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (  ) provided FLDL F435-52160-783-0 for identification and did not take an oath.

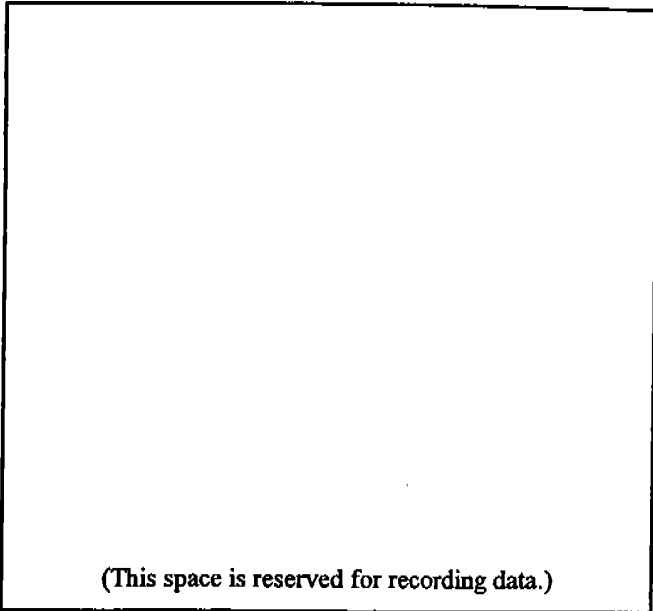
(SEAL)

Ann Marie Murphy  
NOTARY PUBLIC  
Print Notary Name: Ann Marie Murphy  
My Commission Expires: March 23, 2008



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS



(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 18th day of NOV, 2004.

LOT #: 38  
28777 CARMEL WAY

Printed or typed name: F. SLAYTON

Printed or typed name: \_\_\_\_\_

SIGNATURE OF OWNER(S)

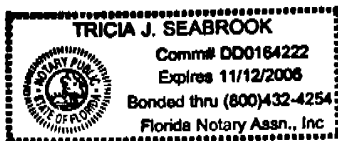
Francis J. Slaton  
Print Owner Name FRANCIS J. SLATON

Evelyn L. Slaton  
Print Owner Name EVELYN L. SLATON

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 18th day of NOV, 2004 by \_\_\_\_\_ and \_\_\_\_\_, who (choose one) ( ) are personally known to me or (X) provided FILE D/L for identification and did not take an oath.

(SEAL)



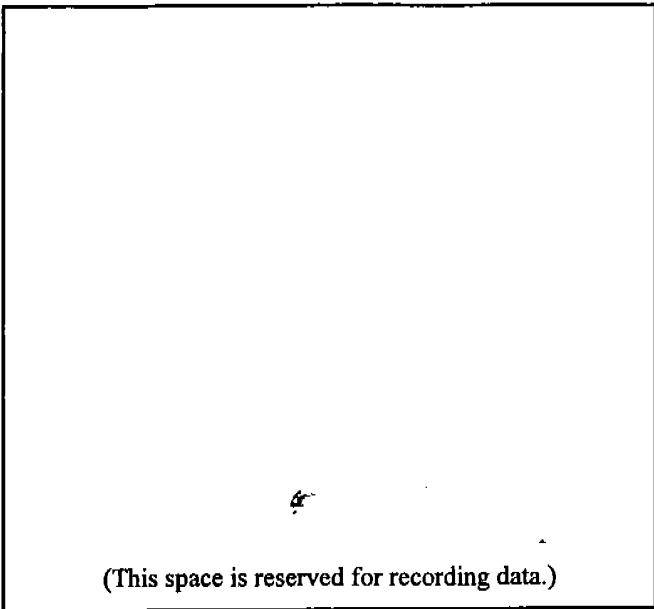
NOTARY PUBLIC

Print Notary Name: TRICIA J. SEABROOK  
My Commission Expires: 11/12/06

CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.



(This space is reserved for recording data.)

This instrument was executed on this 26 day of February, 2004.

LOT #: 39  
28763 Carmelway

Alexia Hedlund  
Printed or typed name: Alexia Hedlund

Ways  
Printed or typed name: Carrine Hayes

SIGNATURE OF OWNER(S)

Adrienne B. Reilly  
Print Owner Name

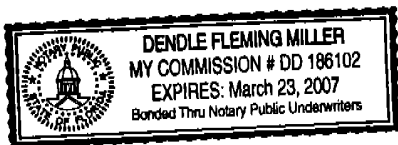
ADRIANNE B. REILLY  
Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 26 day of February, 2004, by Adrienne B. Reilly and Ways LLC who (choose one) ( ) are personally known to me or (  ) provided Ways LLC for identification and did not take an oath.

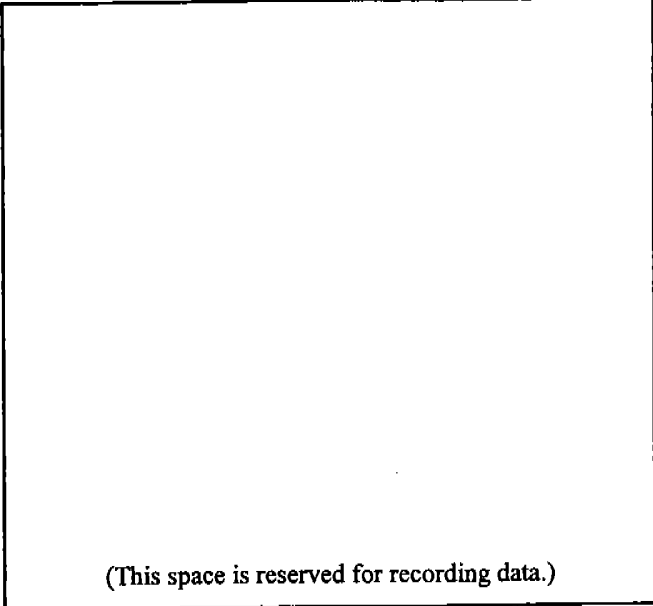
(SEAL)

Dendle Fleming Miller  
NOTARY PUBLIC  
Print Notary Name: Dendle Fleming Miller  
My Commission Expires: 3-27-07



CARMEL AT  
VANDERBILT LAKES

CONSENT TO AMENDED AND RESTATED  
GOVERNING DOCUMENTS


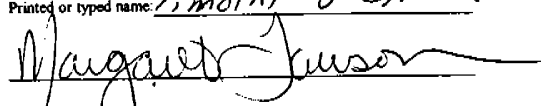


(This space is reserved for recording data.)

The undersigned, being the record owner(s) of legal title of a Lot in Carmel at Vanderbilt Lakes hereby consent(s) and agree(s) to the Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes and the Amended and Restated Articles of Incorporation and Bylaws of Carmel at Vanderbilt Lakes Residents Association, Inc., as originally recorded at O.R. Book 1951 at Page 1316 in the Public Records of Lee County, Florida.

This instrument was executed on this 3 day of DEC, 2004.

LOT #: 40  
28761 Carmel way

  
Printed or typed name: TIMOTHY J LAWSON  
  
Printed or typed name: \_\_\_\_\_

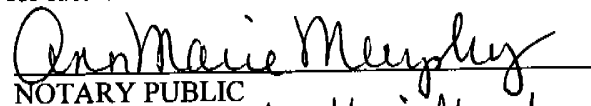
SIGNATURE OF OWNER(S)  
TIMOTHY J. LAWSON  
Print Owner Name  
Margaret Lawson  
Print Owner Name

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3 day of December, 2004, by Timothy Lawson and Margaret Lawson, who (choose one) ( ) are personally known to me or (  ) provided FLDL L250-510-54-267-0 for identification and did not take an oath.  
FLDL L250-565-54-771-0

(SEAL)



  
NOTARY PUBLIC  
Print Notary Name: Ann Marie Murphy  
My Commission Expires: March 23, 2008