

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Wedgefield of Naples Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 18, 2005, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Wedgefield Villas at Imperial, as originally recorded at O.R. Book 1108, Page 233 *et seq.*, of the Public Records of Collier County, Florida, as previously amended, and the Articles of Incorporation and the Bylaws of Wedgefield of Naples Association, Inc., recorded as exhibits to the original Declaration, as amended.

1. The following resolution was approved by two-thirds of the voting interests of the Association.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Wedgefield Villas at Imperial, is hereby amended and restated in its entirety and the restatement is adopted in the form attached hereto and made a part hereof. *(for use by Clerk of Court)*

2. The following resolution was approved by two-thirds (2/3rds) of the members.

RESOLVED: That the Articles of Incorporation of Wedgefield of Naples Association, Inc. be and are hereby amended and restated in their entirety; and the restatement is adopted in the form attached hereto, and made a part hereof.

3. The following resolution was approved and adopted by a vote of a majority of a quorum of members present in person or by proxy.

RESOLVED: That the Bylaws of Wedgefield of Naples Association, Inc. be and are hereby amended and restated in their entirety; and the restatement is adopted in the form attached hereto, and made a part hereof.

Date: 3/15/05

WEDGEFIELD OF NAPLES ASSOCIATION, INC.

(1) *Chris Wells*
Witness

Print Name: CHRIS WELLS

By: *William O. Hoye*

William O. Hoye, President
13251 Wedgefield Drive
Naples, FL 34110

(2) *Gerry Weissenburger*
Witness

Print Name: Gerry Weissenburger

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15 day of March, 2005, by William O. Hoye, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



Maria Alba
My Commission DD288436
Expires February 08, 2008

Maria Alba
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

This instrument prepared by Robert C. Samouce, Esq.,
Samouce, Murrell & Gal, P.A., 5405 Park Central Court,
Naples, FL 34109.

3590886 OR: 3769 PG: 1897

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/07/2005 at 08:27AM DWIGHT E. BROCK, CLERK
REC FEE 324.50

Retn:
SAMOUCÉ MURRELL ET AL
5405 PARK CENTRAL CT
NAPLES FL 34109

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

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
FOR
WEDGEFIELD VILLAS AT IMPERIAL

KNOW ALL MEN BY THESE PRESENTS that on November 5, 1984, the original Declaration of Covenants, Conditions and Restrictions for Wedgefield Villas at Imperial, was recorded in Official Record Book 1108, at Page 233 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter "Wedgefield Villas at Imperial" or the "Property") is legally described as the overall premises in Exhibit "A" to the original Declaration. That Exhibit is hereby incorporated by reference. No additional land is being added by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a unit or any other ownership interest in the Property, or the lease, occupancy, or use of any portion of a unit or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I
DEFINITIONS

The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Assessments" means a share of the funds required for the payment of common expenses which from time to time are assessed against a unit.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Wedgefield of Naples Association, Inc., as amended from time to time.

1.3 "Association" means Wedgefield of Naples Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common areas and amenities at Wedgefield Villas at Imperial.

1.4 "Board" means the Board of Directors responsible for the administration of the Association.

1.5 "Common areas" means all property subject to this Declaration not included within the Lots. The common areas are set forth and described in Exhibits "D" and "E" to the original Declaration, and any amendments thereto, including that amendment recorded in Official Record Book 1489, Page 911 *et seq.*, of the Public Records of Collier County, Florida.

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1.6 **"Common expenses"** means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the common areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole or the Association which are assessed against the unit owners.

1.7 **"Common surplus"** means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.8 **"Declaration of Covenants"** means this Declaration, as amended from time to time.

1.9 **"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.

1.10 **"Governing documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time. The term also includes the documents described in Section 2.2 below.

1.11 **"Guest"** means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.12 **"Institutional mortgagee"** means the mortgagee (or its assignee) of a mortgage against a villa, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a villa which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

1.13 **"Lease"** means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

1.14 **"Lot"** means a parcel of land located within the real property described on Exhibit "A" upon which a duplex or detached villa residence has been permanently placed and affixed and which fee simple title to the parcel has been conveyed to the owner of the residence. No lot or parcel may be subdivided or joined together without the consent of the Association. The lots are depicted on annexed map, Exhibit "G" for Phase I lots and on supplemental map for Phase II lots, recorded in O.R. Book 1389, Page 1005 *et seq.*, of the Public Records of Collier County, Florida.

1.15 **"Member"** means every person or entity holding membership in the Association pursuant to the Bylaws.

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1.16 "**Neighborhood**" means the lands subject to this Declaration and more particularly described in Exhibit "A" to the original Declaration.

1.17 "**Occupy**" when used in connection with a unit, means the act of staying overnight in a unit. "**Occupant**" is a person who occupies a unit.

1.18 "**Owner**" or "**Unit Owner**" means the record owner of legal title to a lot containing a duplex or detached villa.

1.19 "**Properties**" or "**Neighborhood**" means all the real property which is subject to this Declaration.

1.20 "**Villa**" or "**Living Unit**" or "**Unit**" means one or more of the detached or duplex residential villas within Wedgefield Villas at Imperial subject to private ownership, as shown on the Plat.

1.21 "**Voting interests**" means the voting rights distributed to the Association members pursuant to the Bylaws.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

2.1 **Wedgefield Villas at Imperial.** The real property subject to this Declaration is the real property described in Exhibit "A", together with any and all other real property which may be subjected in the future to the conditions of this Declaration.

2.2 **Imperial Golf Estates.** Wedgefield Villas at Imperial is located within the Imperial Golf Estates Project. The roads within Imperial Golf Estates are private and security is provided by an existing gate house. The cost of maintaining the private road system and of providing security within Imperial Golf Estates is shared by all the Neighborhoods within Imperial Golf Estates as set forth in that Articles of Agreement as recorded at Official Record Book 2279 at Page 1881, *et. seq.* of the Public Records of Collier County. The annual budget at Wedgefield of Naples Association, Inc. includes its fair share of the costs associated with the roadways and security for Imperial Golf Estates as set forth in the Articles of Agreement.

ARTICLE III

ASSOCIATION

3.1 **Membership.** Every owner of a unit shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

3.2 **Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "H".

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3.3 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached to this Declaration as Exhibit "I", as they may be amended from time to time.

3.4 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Association for such purposes.

3.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

3.6 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes (as applicable) and in the governing documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the common areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

3.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

3.8 Purchase of Units. The Association has the power to purchase villas and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

3.9 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 3.8 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

3.10 Disposition of Personal Property. Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners.

3.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

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ARTICLE IV**EASEMENTS**

4.1 Appurtenant Easements. The owner of each villa, their guests, lessees and invitees, shall have as an appurtenance to their units a perpetual nonexclusive easement for ingress and egress over, across and through the common areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of villas, their guests, lessees and invitees, subject to the provisions of this Declaration. In addition, the owner of each villa with a privacy wall located on his lot line shall have an easement for ingress and egress over that portion of any neighboring lot required for the maintenance and repair of said privacy wall. Said owner shall promptly repair, at his own expense, any damage done to the neighboring lot by reason of these maintenance repairs.

4.2 Utility Easements. A perpetual easement shall exist upon, over, under and across Wedgefield Villas at Imperial for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all owners of villas and servicing the common areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the units and the common elements and common areas.

4.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement covering the basic water, sewer and drainage systems installed in the common areas, and any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the common areas.

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

- (A) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the common areas and providing the services authorized herein, and, in aid thereof, to mortgage said properties;
- (B) The right of the Association to place reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions may be more restrictive than the laws of any state or local government having jurisdiction over Wedgefield Villas at Imperial shall not make such restrictions unreasonable.
- (C) The right of the Association to impose rules and regulations governing the use of the common areas and association property as further provided in Section 7. of the Bylaws.

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- (D) The right of the Association to a non-exclusive easement over, across and through each unit as necessary to meet the Association's maintenance responsibilities.

4.5 Any owner of a unit in the Properties which unit contains a structure which encroaches upon another unit, the common areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

ARTICLE V

MAINTENANCE

5.1 Maintenance and Alteration of Villas. Each owner of a villa shall, at his sole cost and expense, maintain, repair and replace all parts of the villa including the outside privacy areas and other structures located upon the villa lot including the lot irrigation system, vegetation, brick sidewalks, mailboxes, and driveways and the maintenance and repair of exterior walls, gutters, common walls and fences (except for the painting thereof) as provided in Section 5.2 (B) located on the lots except those parts required herein to be maintained and repaired by the Association, keeping the same in a condition comparable to their condition at the time of their initial construction, except for ordinary wear and tear. The owner is also responsible for the replacement of landscaping upon his lot, including, but not limited to the replacement of trees, plantings, lawns, and flowers. The cost of reasonable repair, maintenance and replacement of duplex villa roofs shall be shared equally by the owners who share the duplex in the same manner provided for party walls as set forth in Article VIII. No person shall materially alter, or make any substantial additions to, the exterior of any villa without the prior written approval of the Association, as further provided in Article VI.

5.2 Association Maintenance. The responsibilities of the Association shall include without limitation the following services:

- (A) Maintenance, repair, replacement and operation of the community pool and all common areas, including, but not limited to landscaping, trees, plantings, lawns, roadways, curbing, and street lights and the common area irrigation system in accordance with the rules and regulations and standards adopted by the Association from time to time. Owners shall not interfere with the Association lawn maintenance procedures. The cost shall be a common expense.
- (B) Painting of the exterior walls, common walls, fences and entry gates that are part of or attendant to improvements constructed on the lots, including courtyard walls, unless enclosed. The cost shall be a common expense to the Association. However, enclosed lanais and patios will be the painting responsibility of the owner.

5.3 Enforcement of Maintenance. If the owner of a villa fails to maintain it as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the unit, with or without consent of the unit owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a material adverse effect on the appearance of the Property. Any expenses so incurred by the Association shall be billed directly to the owner of the villa to which such services are provided, and shall be a charge against the villa, secured by a lien against the unit as provided in Article IX below.

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5.4 Negligence; Damage Caused by Condition in Villa. Each unit owner shall be liable for the expenses of any maintenance, repair or replacement of common areas, other villas, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees. Each owner has a duty to maintain his villa and personal property therein in such a manner as to prevent foreseeable and reasonably preventable damage to the common areas, other villas or the property of other owners and residents. If an act of negligence of an owner or any member of his family or his guests, employees, agents, or lessees shall cause damage to the common areas or to other villas, the owner of the offending villa shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement. If one or more of the damaged villas 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 mitigate damage or prevent its spread. The Association may also repair the damage within the unit at the unit owner's expense (with the prior consent of the owner) but is not obligated to do so.

ARTICLE VI

ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY

6.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, villa or common area, shall be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.2 The ARC. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of at least three (3) members, who need not be members of the Association. All members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. In the absence of appointment of an ARC, the Board of Directors will act as the ARC. The Board may, in its discretion, appoint at least one (1) architect or building contractor to the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

6.3 Powers and Duties. The ARC shall have the following powers and duties:

- (A) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting or of a copy of any adoption of or modification or amendment to

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the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- (B) To require submission to the ARC a complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, villa or common area, including without limitation, any building, fence, well, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape devise, object or other improvement, the construction or placement of which is proposed upon the Property. The ARC may also require submission of samples of building materials proposed for use in any villa, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- (C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from the outside of any villa. All decisions of the ARC shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be the final decision.
- (D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.

ARTICLE VII

INSURANCE

In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

7.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the common areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
- (B) Flood. In amounts deemed adequate by the Board of Directors, as and if available through the National Flood Insurance Program.

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- (C) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (E) Compensation. The Association shall maintain Workers' Compensation insurance if required by law.

7.2 By the Owner. Each owner is responsible for insuring his lot and his villa and the personal property within his villa unit. Each owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

7.3 Duty to Reconstruct. If any residence or other improvements located on any villa are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements.

7.4 Failure to Reconstruct. If the owner of any villa fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 7.3 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, 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 in the sole discretion of the Board of Directors, the owner of the villa 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 villa and residence to secure payment.

7.5 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

7.6 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners.

7.7 Description of Coverages. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

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7.8 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the owners. Proceeds on account of damage to common areas shall be held in as many undivided shares as there are villas, the shares of each owner being the same as his share in the common areas.

7.9 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be for the benefit of the owners. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

7.10 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the villas or common areas.

7.11 Damage to Common Areas. Where loss or damage occurs to the common areas or association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners for the deficiency. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the funds available for repair and restoration of the property.

ARTICLE VIII

PARTY WALLS

8.1 Definition. Each wall which is built as part of the original construction of any duplex villa subject to the Declaration, and placed on the dividing line between adjoining Lots, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 8.1, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

8.2 Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who share the party wall, unless one Owner can be shown to have been responsible for the damage which necessitated such repair.

8.3 Binding Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration under the direction of the Board of Directors. Basically, the format for such arbitration shall be that each opposing party shall choose one (1) arbitrator, and the arbitrators shall jointly choose a third arbitrator, and the majority decision of the arbitrators shall bind the parties. A written report will be submitted to the Board of Directors

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ARTICLE IX**ASSESSMENTS**

The provisions of this Article shall govern assessments payable by all owners of villas, for the common expenses of the Association not directly attributable to one of the villas.

9.1 Covenant to Pay Assessments. Each owner of a villa by the act of becoming an owner covenants and agrees, and each subsequent owner of any villa (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (A) the villa's prorata share of annual assessments based on the annual budget adopted by the Association,
- (B) the villa's prorata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments; and
- (C) any charges properly levied against individual owner(s) without participation from other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each villa, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 9.10 below, whenever title to a villa is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the common areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No villa owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his villa. No owner can withdraw or receive distribution of his share of the common surplus or Association reserves, except as otherwise provided herein or by law.

9.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the security, health, safety and general welfare of the owners and residents of Wedgefield Villas at Imperial; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis the common areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. If the Board of Directors contracts for basic cable television programming services in bulk for all villas within Wedgefield Villas at Imperial, the cost of such services shall be a common expense of the Association. Common expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the common areas including roadways;

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- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; and
- (C) Painting of Villas.

9.3 Share of Assessments. Each lot shall be liable for a one twenty-eighth (1/28th) share of the annual and special assessments levied by the Association for common expenses of the Association.

9.4 Lien. The Association has a lien on each villa for unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorneys fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

9.5 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of a lien upon a lot for unpaid assessments. The Association may also bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

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

9.7 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest). Assessments, charges and installments thereon shall become due, and the villa owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, court costs and attorney's fees, and then to delinquent charges or assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared.

9.8 Acceleration. If any special assessment or installment of a regular assessment as to a villa becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the villa's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records.

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The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

9.9 Certificate As To Assessments. Within fifteen (15) days after request by a villa owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the villa owner with respect to the villa have been paid. Any person other than the villa owner who relies upon such certificate shall be protected thereby.

9.10 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a villa as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall not be liable for the share of common expenses or assessments attributable to the villa, or chargeable to the former owner of the villa, which came due prior to the mortgagee's acquisition of title; other than that villa's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the association or one (1) percent of the mortgage debt, whichever is less. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a villa by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership.

ARTICLE X

USE RESTRICTIONS

The following rules and standards shall apply to Wedgefield Villas at Imperial and shall be enforced by the Association pursuant to Article XIV hereof:

10.1 Villas. Each villa shall be occupied by only one family at any time. Each villa shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any villa. Included in this restriction is the prohibition of keeping business or commercial inventory within a villa or villa garage. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his villa, from keeping his personal, business or professional records in his villa, or from handling his personal, business or professional telephone calls or written correspondence in and from his villa. Such uses are expressly declared customarily incident to residential use.

10.2 Minors. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

10.3 Pets. The owner of a villa may keep up to two (2) small pets, weighing no more than fifteen (15) pounds each, of a normal household type (such as cats or dogs), provided they are not kept, bred or maintained for any commercial purpose, upon each lot or within each villa by owners. Pets are prohibited in leased villas. No other animals, livestock, poultry of any kind shall be kept, raised or bred on any part of

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Wedgefield Villas at Imperial. All pets shall be leashed or carried by the pet owner whenever outside the villa and all pet droppings must be immediately picked-up, placed in a sealed container and properly disposed of in the pet owner's garbage container. If any pet becomes a source of unreasonable annoyance to other residents, the Board may require its permanent removal from Wedgefield Villas at Imperial.

10.4 Nuisances. No owner shall use his villa, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another villa, or which would not be consistent with the maintenance of the highest standards for a first class residential community villa nor permit the premises to be used in a disorderly or unlawful way. The use of each villa shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

10.5 Signs. "Open House" must conform to the sign regulations adopted by the Imperial Golf Estates Homeowners Association as said regulations may be amended from time to time and are allowed only during the time of the day the house is actually open for viewing and require prior approval of the Board of Directors. No other signs are permitted except for small security system signs, street or traffic control signs and lot numbering as approved by the Board of Directors.

10.6 Garages. Each villa includes an attached automobile garage which is to be used to accommodate motor vehicles. Motor vehicles must be parked in garages prior to parking additional motor vehicles in the driveway. All garage doors must be kept closed unless a resident is working in the garage. No garage shall be permanently enclosed or converted to any other use.

10.7 Temporary Structures. Other than swimming pools and spas, no structure of a temporary character, trailer, house trailer, tent, basketball backboard, platform house, dog house, play house, shack, garage, barn or outbuilding shall be used on any lot at any time either temporarily or permanently.

10.8 Vehicles. Vehicles may not be parked on the lawn, on vacant lots or overnight on the road right of way. Recreational vehicles, boats, trailers, racing cars and commercial vehicles not serving the villas are prohibited to be parked in open view. Such vehicles must be parked within a closed garage. No mechanical repairs are allowed on a vehicle except within a closed garage.

10.9 Swimming Pools and Spas. Any swimming pool or spa located at a villa shall be for the exclusive use of the occupants of the villa and their guests and invitees. No individual pool shall be made available for use by the general public.

10.10 General.

- (A) No towels, garments, rugs, etc. may be hung from windows, railings or other parts of the villas. No clotheslines or drying yards shall be located so as to be visible from neighboring villas or golf course.
- (B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.
- (C) No noxious or offensive activity shall be carried on within Wedgefield Villas at Imperial, or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the neighborhood or its residents.

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- (D) No rubbish, trash, garbage or other waste materials shall be kept or permitted at the exterior of any villa. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition. Lots under construction must be cleared of construction debris on a daily basis and restored to a neat appearance at the end of each construction day.
- (E) No well shall be drilled and no septic tank shall be installed, used or maintained on the property.
- (F) No aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building other than a satellite TV dish with a diameter of less than three feet which may be installed only at a location approved by the ARC.
- (G) Extreme care shall be exercised to minimize noises so as not to disturb other persons.
- (H) An owner must obtain prior approval, in writing, of the ARC for any proposed landscaping additions or replacements to lots or to the common areas. Fruit trees are prohibited on lots or on the common areas.

ARTICLE XI
LEASING OF VILLAS

11. LEASING OF VILLAS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of villas by their owners shall be restricted as provided in this section. All leases of villas must be in writing. A villa owner may lease only his entire villa, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

11.1 Procedures.

- (A) Notice by the Villa Owner. An owner intending to lease his villa shall give to the Board of Directors or its designee, written notice of such intention at least ten (10) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.
- (B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. 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.
- (C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
 - (1) the villa owner is delinquent in the payment of assessments at the time the application is considered;

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- (2) the villa owner has a history of leasing his villa without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his villa;
 - (3) the real estate company or rental agent handling the leasing transaction on behalf of the villa owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
 - (4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Property;
 - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (7) the prospective lessee evidences a strong probability of financial irresponsibility;
 - (8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules; or
 - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
 - (10) the owner fails to give proper notice of his intention to lease his villa to the Board of Directors.
- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. 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 villa owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments may not be delegated to the lessee.
- (F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

11.2 Term of Lease and Frequency of Leasing. No villa may be leased more often than one (1) time in any calendar year, with the minimum lease term being six (6) months. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be

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permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

11.3 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a villa as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether specifically expressed in such agreement or not.

11.4 Fees Related to the Lease of Villas. Whenever herein the Board's approval is required to allow the lease of a villa, the Association may charge the owner a preset fee for processing the application, such fee not to exceed \$100.00 per applicant.

ARTICLE XII

AMENDMENTS; TERMINATION

12.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from the date the original Declaration was recorded. Upon the expiration of said fifty (50) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if during the last year of the initial fifty (50) year period, or during the last year of any subsequent ten (10) year renewal period, at least two-thirds (2/3rds) of the votes cast at a duly held meeting of members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, be given at least forty-five (45) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at any time by affirmative vote of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special members meeting called for the purpose. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice-President of the

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Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

ARTICLE XIII

ENFORCEMENT; GENERAL PROVISIONS

13.1 Enforcement. Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any villa to enforce any lien created by these covenants. Failure of the Association or any owner to enforce any covenant, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the common areas, as well as to any other person occupying any villa under lease from the owner or by permission or invitation of the owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

13.3 Litigation. Dispute resolution, pursuant to the provisions of Section 720.311, Florida Statutes, enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any owner, or the Association against:

- (A) the Association;
- (B) a villa owner;
- (C) anyone who occupies or is a tenant or guest in a villa; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, villa owner, officer, Director or the Association to comply with the requirements of the law, or the governing documents, 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.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or villa owners under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

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13.6 Notices. Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the owner appearing in the records of the Association, or to the address of the member's villa. Notice to one of two or more co-owners of a villa shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

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

13.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

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

13.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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EXHIBITS TO DECLARATION

Exhibits listed below were recorded on November 5, 1984, together with the Declaration of Covenants, Conditions and Restrictions for Wedgefield Villas at Imperial, at O.R. Book 1108, Page 233 *et seq.*, Public Records of Collier County, Florida.

● The following Exhibits, as previously recorded to the original Declaration, and as amended, are hereby incorporated by references as an exhibit to the Amended and Restated Declaration of Restrictions and Protective Covenants.

EXHIBIT "A" - LEGAL DESCRIPTION OF THE OVERALL PREMISES

EXHIBIT "B" - LEGAL DESCRIPTION OF PHASE I

EXHIBIT "C" - LEGAL DESCRIPTION OF PHASE II

EXHIBIT "D" - LEGAL DESCRIPTION OF PHASE I COMMON AREAS

EXHIBIT "E" - LEGAL DESCRIPTION OF PHASE II COMMON AREAS

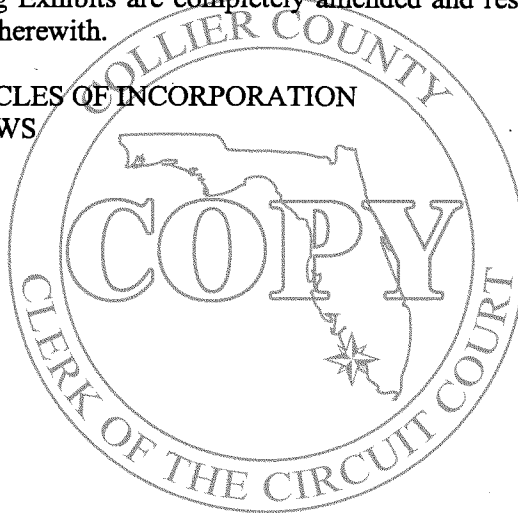
EXHIBIT "F" - UTILITY EASEMENT

EXHIBIT "G" - ANNEXED MAP

● In addition, the following Exhibits are completely amended and restated, and the Restatements are attached hereto and recorded herewith.

EXHIBIT "H" - ARTICLES OF INCORPORATION

EXHIBIT "I" - BYLAWS



DECLARATION OF COVENANTS

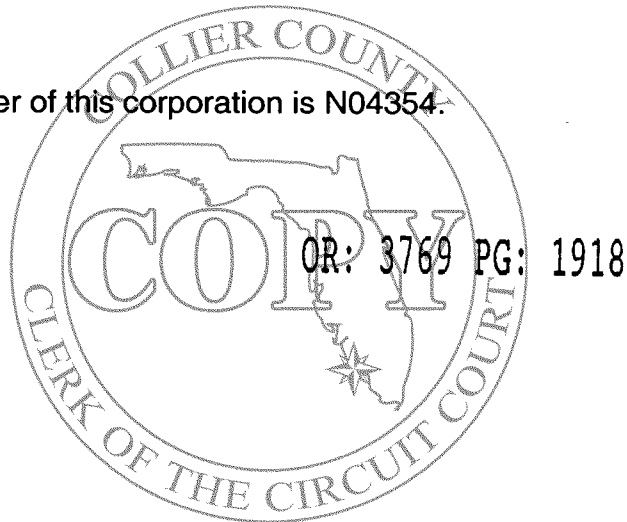
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Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on March 21, 2005, for WEDGEFIELD OF NAPLES ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N04354.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-eighth day of March, 2005



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

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

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
WEDGEFIELD OF NAPLES ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Wedgefield of Naples Association, Inc., a Florida corporation not for profit which was originally incorporated under the same name on July 25, 1984, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, 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 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Wedgefield of Naples Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Wedgefield of Naples Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be located at 187 Forest Lakes Boulevard, Naples, Florida 34105.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions and Restrictions originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1108 at Page 233 *et seq.*, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants, Conditions and Restrictions, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) To 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 or the corporation;

- (B) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;
- (C) To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;
- (D) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (E) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties;
- (F) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests agreeing to such dedication, sale or transfer;
- (G) To borrow money, and with the prior approval of two-thirds (2/3rds) of the voting interests, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security if necessary for money borrowed or debts incurred;
- (H) To maintain, repair, replace and provide insurance for the common areas.
- (I) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (J) To exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time; and

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to

ARTICLES OF INCORPORATION

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EXHIBIT "H"

those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

- (A) **Proposal.** Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) **Vote Required.** Except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting, or by a majority of the voting interests in writing without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (C) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

- (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, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLES OF INCORPORATION

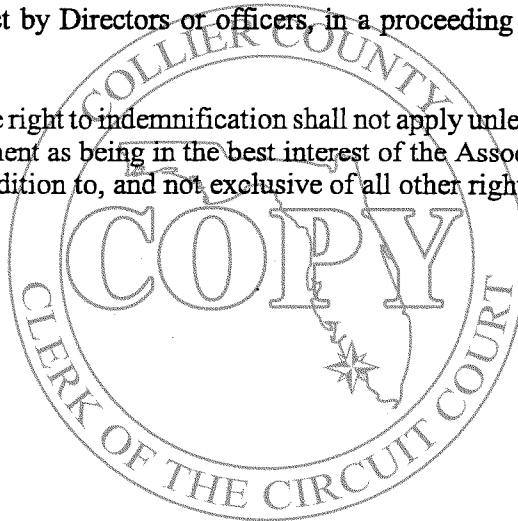
ARTICLE IX

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 attorney's 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 apply to:

- (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 judgement 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 a 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.

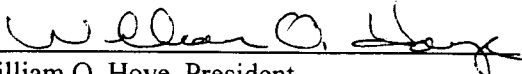


CERTIFICATE

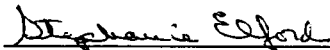
The undersigned, being the duly elected and acting President of Wedgefield of Naples Association, Inc., hereby certifies that the foregoing amendment was approved by two-thirds (2/3rds) of the members at a meeting held on January 18, 2005, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment. The number of votes cast was sufficient for their amendment.

Executed this 15 day of MARCH, 2005.

WEDGEFIELD OF NAPLES ASSOCIATION, INC.


William O. Hoyer, President
13251 Wedgefield Drive
Naples, FL 34110

Attest:

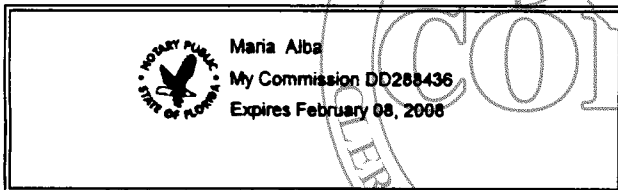

Stephanie Elford, Secretary

OR: 3769 PG: 1923

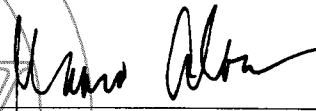
(SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 15 day of MARCH, 2005, by William O. Hoyer, President of Wedgefield of Naples Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

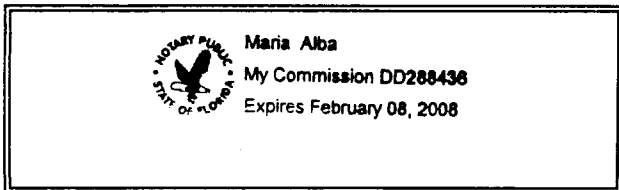


(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

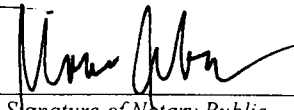

Signature of Notary Public

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 15 day of MARCH, 2005, by Stephanie Elford, Secretary of Wedgefield of Naples Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or did produce _____ as identification.



(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)


Signature of Notary Public

**ARTICLES OF INCORPORATION
PAGE 6**

EXHIBIT "H"

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

**AMENDED AND RESTATED BYLAWS
OF
WEDGEFIELD OF NAPLES ASSOCIATION, INC.**

1. GENERAL. These are the Amended and Restated Bylaws of Wedgefield of Naples Association, Inc., hereinafter the "Association", a corporation not for profit under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at such location within Collier County, Florida as may be determined from time to time by the Board of Directors.

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

1.3 Definitions. The definitions set forth in Article I of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wedgefield Villas at Imperial, to which these Bylaws are attached as Exhibit "I", shall apply to terms used in these Bylaws, unless the context clearly requires another meaning.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the twenty-eight (28) residential lots within Wedgefield Villas at Imperial. If a lot is subject to an agreement for deed, the buyer shall be deemed the owner of the lot for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the public records of a deed or other instrument evidencing legal title to the lot in the member.
- (B) Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each lot owned by them. The total number of voting interests of the Association shall be twenty-eight (28), which represents the total number of residential lots in Wedgefield Villas at Imperial. The vote of a lot is not divisible. The right to vote may not be denied because of delinquent assessments. If a lot is owned by one natural person, the owner's right to vote shall be established by the record title to the lot. If a lot is owned jointly by two or more natural persons, 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 other than a natural person(s), the vote of that lot shall be cast by the lot's primary occupant.

**BYLAWS
PAGE 1**

EXHIBIT "I"

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of the lot in 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the 1st quarter of the year at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least twenty five percent (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at his address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The member is responsible for providing the Association with any change of the members' address. The notice must be mailed, delivered, or electronically transmitted at least fourteen (14) days prior to the date of the meeting. If ownership of a lot is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time, by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3rd) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a different vote requirement is imposed by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting.

No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is then present.

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

- (A) Call of the roll or determination of quorum.
- (B) Proof of due notice of meeting or waiver of notice.
- (C) Reading or disposal of minutes of last members meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Election of Directors (annual meeting only)
- (G) Unfinished Business
- (H) New Business
- (I) Adjournment

3.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives at all reasonable times. Minutes of a meeting should be reduced to written form within thirty (30) days after the meeting.

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

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the

Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the lot owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5) but not less than three (3). All Directors shall serve one (1) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a residential Lot owner or the spouse of a residential Lot owner.

4.3 Nominations and Elections. At each Annual Meeting the members shall elect, by a written ballot which the member personally casts, either by hand or by mail, as many Directors as there are regular terms of Directors expiring or vacancies to be filled. The search committee, if any, may submit its candidates for the office of Director in time to be included with the notice of the annual meeting, any other eligible person may also be nominated as a candidate by himself or by another member from the floor at the annual meeting. Directors shall be elected by a plurality of the votes cast, in person or by proxy, at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes as there are Directors to be elected. No member may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected. A tie vote shall be broken by agreement among the candidates who are tied, or by lot.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any or all Directors may be removed, with or without cause, by a majority vote of the voting interests either by a written petition or at any meeting called for that purpose pursuant to the provisions of Section 720.301(10), Florida Statutes.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors, or by petition of twenty percent (20%) of the total voting interests of the Association. Notice of meetings shall be given to each Director, personally or by mail, telephone, telegram, or electronic transmission at least forty-eight (48) hours before the meeting and as otherwise required by law.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together with an agenda, shall be posted conspicuously in the community at least forty-eight

(48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of assessments and the notice shall be provided to the owners by mail, delivery or electronic transmission and conspicuously posted on the property or broadcast on closed-circuit cable television at least fourteen (14) days prior to the meeting. Notice of any Board meeting where rules that regulate the use of lots in the community may be adopted, amended or revoked must be provided by mail, delivery or electronic transmission to all members and conspicuously posted or broadcast on closed-circuit cable television on the property at least fourteen (14) days before the meeting. The notice must include a statement that changes to the rules regarding the use of lots will be considered at the meeting.

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

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

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest, and the vote by each Director present on each matter voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of Wedgefield Villas at Imperial. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Any appointed committee shall be open to members and the committee shall notice and hold its meetings with the same formalities as are required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with

respect to a specified lot of residential property owned by a member of the community may not work by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, 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 officers 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 supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which the Property is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. Any officer may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. The Board 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.

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

5.3 Vice-Presidents. The Vice-Presidents 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 assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association, if one exists, 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 has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all money and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one, has been designated.

5.6 Compensation of officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees 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 such federally insured accounts at such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of money 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 of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each unit. Such account shall designate the name and mailing address of each unit owner, the amount and due date of each assessment or charge against the unit, the amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board may establish in the budget one or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments in advance, due on the first day of January, April, July and October of each year. Written notice of any increase in annual assessments shall be sent to all members prior to the beginning of the year the increase takes effect, but failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made, at the time the first quarterly payment for that year is due, it shall be presumed that the amount of such installment is the same as the last prior quarterly payment, and shall be continued at such rate until a budget is adopted and new quarterly installments are calculated at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses or capital improvements, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments made coming due in any fiscal year shall not exceed ten percent (10%) of the total annual budget for that year, including reserves, unless two-thirds (2/3rds) of the voting interests first consent. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded if required by the Board of Directors and if so required in such amounts as the Board of Directors determines. The premiums on such bonds shall be paid by the Association.

6.8 Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall prepare and distribute to the owner of each lot a financial report or provide notice that a copy of the financial report is available upon request and prepare in accordance with Section 720.303(7), Florida Statutes.

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

6.11 Fiscal Year. The fiscal year for the Association shall begin 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 administrative rules and regulations governing the operation of the Association and the use, maintenance, management and control of the common areas. Copies of such rules and regulations shall be furnished to each unit owner.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in of the Declaration, the following provisions shall apply:

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or a member's tenants or guests or both who commit violations of Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines and/or suspensions shall be as follows:

- (A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
- (1) A statement of the date, time and place of the hearing;
 - (2) A specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
 - (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 - (4) The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.
- (B) Hearing. At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Unit owners appointed by the Board, none of whom may then be serving as Directors or officers or who are employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the

proposed fine, and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine, and/or suspensions, the Board of Directors shall levy same.

8.2 Correction of Health and Safety Hazards. Any violations of Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner.

8.3 Mandatory Non-Binding Mediation. In the event of any dispute as defined in Section 720.311(2)(a), Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding mediation under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require mediation of disputes related to the levy or collection of fees or assessments.

8.4 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions and provisions contained in the Declaration of Covenants, Conditions and Restrictions for Wedefield Villas at Imperial relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the property free from unreasonable disruptions and annoyance.

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

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being properly proposed, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of any proposed amendment has been given in accordance with law.

9.4 Recording; Effective Date. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the location in the Public Records where the Declaration of Covenants is recorded.

10. MISCELLANEOUS.

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

10.2 Severability. If any portion of these Bylaws is void or becomes unenforceable, the remaining provisions shall remain in full force and effect.

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



**BYLAWS
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EXHIBIT "I"