

Date: 2/5/24

Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon HOA (aka Covenants) with Amendments listed for each section

Original Document: Submitted – 8/18/2006; Collier County Record: 8/26/2006

3/16/2011 1st Amendment to Declaration – missing pages added for Articles of Incorporation

Section I – Definitions (of terms)

1/27/2014 4th Amendment to Declaration (affects 1.12 – Common Properties)

5/16/2017 6th Amendment to Declaration (affects 1.19-Governing Docs, 1.20-Individual Assessment)

Section II – Development (details about the development)

12/11/2013 3rd Amendment to Declaration (creates 2.5 – Easement for Encroachments)

Section III – Pelican Marsh Community Development District (includes TEHOA, not MaTHOA)

Section IV – Restrictions (Use, Garbage, landscaping, pools, driveways, garages, colors, open house, sales)

1/27/2014 4th Amendment to Declaration (affects 4.4-Owner responsible for site irrigation system)

11/9/2017 7th Amendment to Declaration (affects 4.12 – leases; 4.16 – Electronic Surveillance)

Section V – Membership in Association (every owner of a site is a member)

Section VI – The Association (Powers, Duties, Control)

Section VII – Covenant for Maintenance Assessments (Fees, Assessments, Estoppel, Annual Reports)

11/29/2011 2nd Amendment to Declaration (affects 7.1, Lien and Personal Obligation for assessments)

5/16/2017 6th Amendment to Declaration (affects 7.1 Lien; 7.6 Damage to Common Properties)

1/31/2020 8th Amendment to Declaration (affects 7.13 added, Resale Capital Assessment)

12/19/2022 9th Amendment to Declaration (affects 7.13 updated, Resale Capital Assessment increase)

Section VIII – Effect of Non-Payment of Assessments: Remedies of the Association

11/29/2011 2nd Amendment to Declaration (affects 8.6 – Subordination of Lien to Mortgages)

5/16/2017 6th Amendment to Declaration (affects 8.6- Subordination of Lien to Mortgages)

Section IV – Maintenance and Repair Obligations (by owners: by the association)

1/27/2014 4th Amendment to Declaration (affects 9.2-roads; adds 9.3 – Association Irrigation system)

11/9/2017 7th Amendment to Declaration (9.1 – Maintenance)

Section X – Pelican Marsh Development of Regional Impact

Section XI – Gate Facilities (authorization to provide for gate, etc)

Section XII – Architectural and Aesthetic Control (DRC, Approval process)

11/9/2017 7th Amendment to Declaration (affects 12.4 DRC Approvals; 12.5 Board approved Variances)

Section XIII – Compliance and Enforcement (Governing Docs, Enforcement, damages)

Section XIV – Declarant’s Rights (rights of the developer during development)

Section XV – Non Liability of Declarant, Developer, and Association (for security of neighborhood)

Section XVI – General Provisions

11/29/2011 **2nd** Amendment to Declaration (affects 16.7 – Class B Control – Original developer)

6/24/2015 **5th** Amendment to Declaration (affects 16.7 – 51% vote)

Section 17 – Club Membership (Tiburon as of 2006, not kept current)

Section 18 – Supremacy of PUD

Section 19 – Comprehensive General Release / Exemption for Declarant

Addendums/Amendments Listed Chronologically

7/17/2006 Articles of Incorporation for HOA (note, missing pages, see 1st Amendment)

3/16/2011 **1st** Amendment to Declaration – missing pages for Articles of Incorporation

11/29/2011 **2nd** Amendment to Declaration (affects 7.1; 8.6; 16.7)

12/11/2013 **3rd** Amendment to Declaration (creates 2.5 – Easement for Encroachments)

1/27/2014 **4th** Amendment to Declaration (affects 1.12; 4.4; 9.2; adds 9.3)

7/24/2015 **5th** Amendment to Declaration (affects 16.7 – 51% vote)

(these below are attached separately with all other amendments listed)

5/16/2017 **6th** Amendment to Declaration (affects 1.19, 1.20; 7.1, 7.6; 8.6)

5/16/2017 1st – 4th Amendments to **By-Laws** (affects 4.1, 4.2, 6.4)

11/9/2017 7th Amendment to Declaration (affects 4.12 – leases; 4.16; 9.1 – Maintenance; 12.4 DRC Approvals; 12.5 Board approved Variances)

11/9/2017 5th Amendments to **By-Laws** (affects 3.3 Proxy Votes; 13.3 51% vote; 14 Compliance and Default Remedies)

1/31/2020 8th Amendment to Declaration (affects 7.13 added, Resale Capital Assessment)

12/19/2022 9th Amendment to Declaration (affects 7.13 updated, Resale Capital Assessment increase)

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
08/24/2006 at 12:54PM DWIGHT E. BROCK, CLERK

REC FEE	435.00
COPIES	51.00
MISC	1.50

THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq.
4001 Tamiami Trail North
Naples, Florida 34103

Retn:
WCI COMMUNITIES
24301 WALDEN CENTER DR #300
BONITA SPRINGS FL 34134

DECLARATION OF
NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MARSALA AT TIBURON

THIS DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSALA AT TIBURON (this "Declaration") is made this 18th day of August, 2006 by WCI COMMUNITIES, INC., a Delaware corporation, presently having its principal place of business in Lee County, Florida (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant, as the record title owner of certain real property located in Collier County, Florida, as more particularly described as:

Tracts A, B (Lots 1-56), C-1, C-2, C-3 and C-4, and as graphically depicted on that certain plat of Marsala at Tiburon, a residential subdivision, being located in parts of Section 25 and 36, Township 48 South, Range 25 East, Collier County, Florida (collectively, the "Neighborhood"),

has determined that the following restrictions and covenants should be imposed on the Neighborhood for the preservation of the property values of the "Owners," as such term is defined below, and the owners of the properties surrounding the Neighborhood.

NOW, THEREFORE, the Declarant hereby declares that the Neighborhood is and shall be owned, held, transferred, encumbered, used, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

SECTION I - DEFINITIONS

1.1 **"Access Monitor Program"** shall mean any electronic surveillance and/or monitoring system intended to monitor access, provide alarm service, and/or enhance the welfare of the Neighborhood and the property being subject to the "Master Declaration," as such term is defined below (the "Master Association Property"). By way of example, and not of limitation, the term "Access Monitor Program" may include one or more manned gatehouses, one or more electronic gates, roving attendants using vehicles, an electronic entrance gate, gatehouses, a

perimeter access monitoring system, such as fences, walls, hedges, or the like on certain perimeter areas, a bulk alarm contract or any combination thereof.

1.2 **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of the "Association," as such term is defined below, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.3 **"Association"** shall mean and refer to Marsala at Tiburon Homeowners Association, Inc., a non-profit Florida corporation, whose purpose is to administer the "Common Properties," as such term is defined below, in accordance with the provisions of this Declaration and the governing documents of the Association.

1.4 **"Board"** shall mean and refer to the Board of Directors of the Association.

1.5 **"Building Height"** shall mean and refer to the vertical distance measured from the first habitable finished floor elevation to the uppermost finished ceiling elevation of the structure.

1.6 **"By-laws"** shall mean and refer to the By-laws of the Association, a photocopy of which By-laws is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.7 **"Class 'B' Control Period"** shall mean and refer to the period of time from the date of this Declaration until the first to occur of the following: (i) three (3) months after ninety percent (90%) of the Sites have been conveyed to Owners; (ii) January 1, 2044; or (iii) the time when, in its discretion, the Developer so determines.

1.8 **"Club"** shall mean and refer to Tiburon Golf Ventures Limited Partnership, a Delaware limited partnership, doing business as Tiburón Golf Club, and its successors and assigns.

1.9 **"Club Facilities"** shall mean and refer to the golf, social and other recreational facilities owned by the Club from time to time.

1.10 **"Common Assessment"** shall mean and refer to the charge against each Owner and such Owner's "Site," as such term is defined below, representing a portion of the total costs to the Association of maintaining, improving repairing, replacing, managing and operating the Common Properties.

1.11 **"Common Expenses"** shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacements of the Common Properties (including unpaid Special Assessments) including those costs not paid by the Owner responsible for payment; any commonly-metered charges for the Common Properties; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, utilities, gardening and other services

benefiting the Neighborhood; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties; the costs of bonding of the members of the management body; any taxes paid by the Association, including any real property taxes for the Common Properties; any amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; and the costs of any other expenses incurred by, the Association for any reason whatsoever in connection with the Common Properties for the benefit of the Owners.

1.12 **"Common Properties"** shall mean and refer to any and all real property and improvements thereon, owned by, leased or dedicated to, or otherwise the responsibility of the Association, for the common use, enjoyment or benefit of the Members, and may include, without limitation, parks, recreation facilities, administrative facilities, environmental habitat and preservation areas, surface water management and drainage systems, entry gates and control systems, entrance ways, roads, landscaping on roadways and buffers within and in the vicinity of the Neighborhood and any lakes located within or adjacent to the Neighborhood.

1.13 **"County"** shall mean and refer to Collier County, Florida.

1.14 **"Declarant"** shall mean and refer to WCI Communities, Inc., a Delaware corporation, its successors and assigns. Any right, review, approval, exercise of discretion or judgment, enforcement, remedy, or other authority, interest, or reference, reserved, created or made, in this Declaration to the Association shall be read and understood to refer to the Association and the Declarant; action independently, and in addition to one to the other, so that both parties shall be required to give any approval or authorization, and either party shall be entitled to enforce any restriction or covenants. In all instances, the Declarant's role shall be primary and superior to that of the Association. No exercise or failure to exercise any right or other provision shall be an obligation of the Declarant or be a waiver hereunder.

1.15 **"Declaration"** shall mean and refer to this Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon recorded in the Public Records of Collier County, Florida, as the same may be amended from time to time.

1.16 **"Design Guidelines"** shall mean and refer to design review standards, timetables and procedures established and published by the Declarant and subject to change by the Declarant and/or the "DRC," as such term is defined in Section 12.1 below, without notice outlining the process by which each Owner must have the plans and specifications for all construction, exterior alterations, modifications, repairs or reconstruction on such Owner's Site approved by the Declarant.

1.17 **"Developer"** shall mean and refer to WCI Communities, Inc., a Delaware corporation, its successors and assigns who acquire any portion of the Neighborhood for the purpose of development.

1.18 [INTENTIONALLY OMITTED]

1.19 [INTENTIONALLY OMITTED]

1.20 **"Governing Documents"** shall mean and refer to this Declaration and the Articles of Incorporation, By-laws and rules, regulations and resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as stated in the foregoing sentence.

1.21 **"Master Declaration"** shall mean and refer to that certain Declaration of Covenants and Restrictions for Tiburon Estates recorded in O.R. Book 2579, Page 364, in the Public Records of Collier County, Florida, as amended and/or supplemented from time to time.

1.22 **"Medallion Membership"** shall mean and refer to a non-equity full golfing membership to use the Club Facilities as provided in the Membership Plan.

1.23 **"Member"** shall mean and refer to an Owner who is a member of the Association as provided in Section 5 below.

1.24 **"Membership Plan"** shall mean and refer to the Tiburón Golf Club Membership Plan prepared by the Club or its agents, as the same may, from time to time, be amended or supplemented by the Club in its sole and absolute discretion.

1.25 **"Neighborhood"** shall mean and refer to the real property subject to this Declaration and any additional property added by supplemental declaration in accordance with the provisions contained herein.

1.26 **"Owner" or "Owners"** shall mean and refer to any person or persons, entity or entities, who are the record owner(s) of legal title to any Site, their heirs, successors and legal representatives.

1.27 **"Pelican Marsh"** shall mean and refer to those certain lands located within the "PUD," as such term is defined in Section 1.28 below.

1.28 **"PUD"** shall mean and refer to the document titled Planned Unit Development for Pelican Marsh, a Planned Residential Community, adopted by the Board of County Commissioners of Collier County, Florida on January 24, 1995, and assigned ordinance number 95-4, as amended on December 9, 1997, and as it may from time to time be further modified.

1.29 **"Purchase Money Mortgagee"** shall mean and refer to either an institutional or a private lender which holds a first mortgage encumbering a Site which was extended for the purpose of purchasing the Site and which has notified the Association in writing that it holds the same.

1.30 **"Residential Unit"** shall mean and refer to the structure built or intended to be built on the Site intended for occupancy as a detached single family residence.

1.31 **"Signature Membership"** shall mean and refer to a social and limited golfing membership to use the Club Facilities as provided in the Membership Plan.

1.32 **"Site" or "Sites"** shall mean and refer to any one or all of those platted sites in the Neighborhood.

1.33 **"Special Assessments"** shall mean and refer to a charge against a particular Owner equal to the cost incurred by the Association of maintaining, improving, repairing, replacing, managing and operating the Common Properties.

SECTION II -DEVELOPMENT

2.1 **General Development.** The Neighborhood is a portion of Tiburon, which is a master planned community located in Collier County, Florida with multi-phase development. Portions of Tiburon, other than the Neighborhood, may be under development for an extended time. Incident to the development process, the quiet enjoyment of the Neighborhood may be unavoidably interrupted by construction operations. From time to time, the Declarant and others may present to the public certain renderings, plans and models showing possible future development of the Neighborhood. The Declarant does not warrant or represent in any way that the schemes in these renderings, plans or models will ultimately be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan.

2.2 **Common Properties.** The Association shall operate, maintain and, when deeded by the Declarant, hold record title to the Common Properties. The Board may promulgate rules and regulations regarding use of the Common Properties consistent with the Governing Documents. As long as the Association exists, the Common Properties may not be partitioned. Use of Common Properties shall be available to Members and their invitees, guests, family members and tenants, subject to the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Properties and the facilities located thereon shall be a Common Expense.

(a) The Declarant shall have the right and power, with the Developer's consent, to determine which parts of the Neighborhood shall be Common Properties, and to convey, lease or grant an easement, license or other right to use the Common Properties. The Declarant shall have the right, with the Developer's consent, to alter the boundaries of the Common Properties, to construct, develop or modify the Common Properties, and to convey, lease or grant an easement, license or other use rights thereon or appurtenant thereto, without the consent or joinder of any person, including, without limitation, the Association, Member, or any mortgagee or other lienor, for as long as the Declarant is a Class "B" Member under this Declaration. A Common Area may be designated as such in the deed conveying same or on a recorded plat. The Declarant may convey property as Common Properties in either an improved or unimproved condition, with or without any specific restrictions and reversions on its use.

(b) Any Common Area is not for use by the general public but is for the common use and enjoyment of Members and their guests, tenants and invitees, unless otherwise expressly provided by law or by the instrument of conveyance.

(c) Any Owner may delegate such Owner's right of use and enjoyment of the Common Properties to the members of such Owner's family, lessees and social invitees, subject to the Governing Documents and the rules and regulations of the Declarant or its successor. The Declarant or its successor shall have the right to limit the number of social invitees to whom an Owner may delegate his right of use and enjoyment of the Common Properties. The Declarant or its successor may also impose reasonable use fees against any persons, including Owners, for use of parts of the Common Properties.

(d) THE ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON PROPERTIES AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, BY MEANS OF A QUIT-CLAIM DEED WHEN CONVEYED TO THE ASSOCIATION BY THE DECLARANT.

2.3 Development of Regional Impact Order and Other Governmental Orders. The Declarant may present applications for various development orders, including those for an amendment to the PELICAN MARSH DRI DEVELOPMENT ORDER, pertaining to the development of Tiburon. If such applications are approved, the Declarant intends that the portions of Tiburon affected by such development orders shall be developed in accordance with all applicable terms and provisions set forth in such development orders. The Declarant may seek changes to such development orders after they have been approved, with the joinder or consent of no other person, including Owner, being required. Additionally, the Declarant retains the right to amend, delete or add to any of the terms and provisions of this Declaration for the purpose of fulfilling the requirements of any such development order, with the joinder or consent of no other person, including Owner, being required.

2.4 Access Monitor Program. The Association shall have the right, but not the obligation, to install and/or contract for the installation of a Access Monitor Program within the Master Association Property and the Neighborhood. Prior to the date the Declarant relinquishes control of the Association, all contracts for Access Monitor Programs shall be subject to the prior written approval of Declarant. Any contracts or agreements respecting the Access Monitor Program may provide that the Declarant receive compensation for approving such contract. The Declarant or its nominees, successors, assigns, affiliates, and licensees may install such a Access Monitor Program. The Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Access Monitor Program prior to the date the Declarant relinquishes control of the Association. After the Declarant relinquishes control of the Association, the Association may expand the Access Monitor Program by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, the Declarant reserves the right unto itself and unto the Association to at any time, increase, decrease, eliminate, or add manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made before the Declarant relinquishes control of the Association without the Declarant's prior

written consent. THE PROVISION OF AN ACCESS MONITOR PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE NEIGHBORHOOD OR THE MASTER ASSOCIATION PROPERTY. THE DECLARANT AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY ACCESS MONITOR PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ACCESS MONITOR PROGRAM SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH RESIDENTIAL UNIT ACKNOWLEDGES THAT DECLARANT AND THE ASSOCIATION, THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR RESIDENTIAL UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS. THE ASSOCIATION AND THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS MONITORING OR INEFFECTIVENESS OF ACCESS MONITORING MEASURES UNDERTAKEN.

SECTION III - THE PELICAN MARSH COMMUNITY DEVELOPMENT DISTRICT.

The Declarant has previously established a uniform community development district, as defined in Chapter 190, Florida Statutes, known as the Pelican Marsh Community Development District (referred to hereinafter as the "District"). The boundaries of the property being subject to the District include portions of real property subject to the Master Declaration **BUT DOES NOT INCLUDE THE NEIGHBORHOOD**. This notice is being provided solely for the purpose of confirming that the District does not have the authority to levy and collect fees, rates, charges, taxes or assessments on any of the Sites within the Neighborhood.

SECTION IV - RESTRICTIONS

4.1 Use Restrictions.

(a) The Neighborhood may be used only for residential purposes. No business buildings may be erected in the Neighborhood and no business or commercial activity may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office.

(b) Notwithstanding the above provisions, the Declarant may, in its sole discretion, use and/or maintain one or more Sites as a sales office or model for the promotion of the Declarant's real estate in the Neighborhood. Any such permission must be granted by the Declarant in writing prior to such use and may include restrictions on the type and nature of sales, promotion activities and promotional materials that may be utilized.

(c) Except as otherwise specifically provided for herein for structures such as mailboxes as contemplated in Section 4.8 below by way of example and not by way of limitation, no building, structure or other improvement shall be placed in or on the Neighborhood unless and until the Declarant or the DRC has issued its written approval. In obtaining said written approval, an Owner or any other person applying, shall comply with all the requirements and procedures of Section 12 below.

(d) Roof stacks and vents shall be placed so as not to be clearly or readily visible from the front of the Site and shall be painted to match the approved roof color.

(e) No garbage, trash or refuse containers shall be placed within the front yard of any Site or in any right-of-way or street abutting any Site and all Sites must provide for garbage, trash and refuse removal to be made from screened or enclosed Properties on the side or at the rear of any Site, provided, however, that garbage, trash and refuse removal shall be permitted to be made from the front yard if side or rear yard removal service is unavailable.

(f) No burning of any vegetation or cleared material shall be allowed in the Neighborhood. All cleared material shall be removed from the Neighborhood by Owner and disposed of properly in accordance with applicable law.

(g) Motor homes, trailers, boats, motorcycles, vans or trucks used for commercial or recreational purposes shall not be permitted to be parked or stored in or on the Neighborhood unless kept fully enclosed inside a structure.

(h) No outside satellite receptor dish or device or any other type of electronic device more than one (1) meter in diameter, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal, shall be allowed unless approved by the Declarant in writing, on a case by case basis. Regardless of the size of such satellite receptor dish or device, the Declarant may impose conditions for landscaping and placement of such dishes or devices for aesthetic and/or safety purposes.

(i) Except as otherwise specifically permitted herein or in the Design Guidelines, the design and landscape standards employed throughout all of Pelican Marsh in Naples, Florida shall establish and represent the standards for design and landscape within the Neighborhood.

4.3 Spas, Hot Tubs and Swimming Pools, Enclosures, Fences, Walls and Gates. Rules, regulations, restrictions and limitations regarding spas, hot tubs and swimming pools, enclosures, fences, walls and gates are set forth in the Design Guidelines which are subject to change by the Declarant and/or the DRC without notice.

4.4 Landscaping.

(a) Prior to making any change, variation or deviation from the landscaping initially installed by the Developer in accordance with the Declarant's Landscape Plan, an

Owner shall first obtain the Declarant's (or the Association's following the expiration of the Class B Control Period) written approval of the change, variation or deviation. Any additional landscaping to be installed by an Owner or the Association after occupancy of any Residential Units requires written approval of the Declarant prior to installation, or the approval of the Association following the expiration of the Class B Control Period prior to installation.

(b) Each Owner shall be responsible for the repair and replacement of all existing landscaping within the Neighborhood and which abuts the Neighborhood which is damaged or destroyed as a result of the acts of the Owner or its agents.

(c) Each Owner shall retain the landscape material as installed and/or approved by the Declarant. All landscaping, trees, shrubs and lawns on a Site not maintained in common by the Association for the Neighborhood shall be maintained by Owner in good and living condition at all times.

(d) The Owner of a Site shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the Owner's Site and adjacent right-of-way and areas between the property line of a Site and any abutting road or water's edge.

(e) Surface water runoff must be controlled and maintained so as not to cause any ponding, erosion or unfavorable impact on adjacent Common Properties or Sites. Sites are required to drain toward the drainage system facilities provided by the Developer and are required to meet all conditions and water management criteria of all applicable permits, including, but not limited to, those issued by the Florida Department of Environmental Protection, the South Florida Water Management District and Collier County, Florida.

4.5 Native Vegetation. To the extent possible, Owner shall protect suitable native vegetation to be integrated into the Final Landscape Plan. The design review process and construction activities shall include these steps:

(a) Submittal of a vegetation survey, prepared by a surveyor, which accurately locates existing trees 6" in diameter at breast height (DBH) or greater and significant shrub masses.

(b) Site-by-site review by Owner or builder with the Declarant of existing native vegetation.

(c) Review by the Declarant of tree-clearing plans.

(d) Review by the Declarant of building placement so as to minimize disturbance and removal of existing native vegetation.

(e) Installation of protective identification of native vegetation during construction.

(f) Transplanting of suitable trees removed from construction areas as determined by the Declarant.

(g) Any substantial changes to the approved Landscape Plan following installation of the landscaping on a Site shall be resubmitted to the Declarant for the Declarant's prior written approval.

4.6 Garage, Carports and Storage Areas.

(a) No garage shall be erected which is separated from the Residential Unit. Each Residential Unit shall have a garage which shall accommodate no less than two (2) automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, automatic door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage. Vehicles shall be parked in the garage and not on the driveway when possible. Without affecting the prohibit in Section 4.1(g) above, additionally, no more than three (3) (otherwise permitted) vehicles shall be permitted to be parked overnight in any one driveway. There shall be no vehicles parked outside overnight on any lawn or along the edge of any street.

(b) Carports shall not be permitted or erected within the Neighborhood.

(c) No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from a principal structure. Fully enclosed storage facilities for garbage and trash containers shall be required for each Residential Unit.

4.7 Water Management Areas. Surface water management and drainage, including, but not limited to, storm water storage and capacity, shall conform to the overall water management requirements of the South Florida Water Management District and meet with the approval of the Declarant.

4.8 Mailboxes. All mail boxes must be those selected for the Neighborhood and installed by the Declarant and maintained by the Association. Each Owner shall be responsible for the repair and replacement of such Owner's mailbox which is damaged or destroyed as a result of the acts of the Owner or its agents. In the event such Owner fails to timely repair or replace such damaged mailbox, the Owner authorizes the Declarant and/or the Association as appropriate to effect such repair without committing any trespass by taking such actions and shall reimburse the Declarant and/or the Association for such costs and upon failure to so reimburse the Declarant and/or the Association the Declarant and/or the Association shall have a right to place a lien against such Owner's Site in accordance with the provisions of Article VII hereof.

4.9 Roofs. Roofs shall have a minimum pitch of 6:12 and shall be constructed of concrete or clay barrel tile (to the express exclusion of asphalt or shingle tile), as approved in writing by the Declarant and as defined by common usage in Collier County, but . In the event that some other new, attractive material for roofing surfaces is discovered or invented,

the Declarant may, in its sole discretion, approve or disapprove the use of such new materials. Flat roofs shall not be permitted.

4.10 Colors. No predominant exterior colors on any structure shall be permitted other than natural or neutral earth tone colors (see Design Guidelines). All exterior colors, including original and future color changes proposed by Owner, must be approved first by the Declarant in writing. In addition, the Declarant reserves the right to require that a color sample be painted by Owner on the residence before written approval is granted. All screen enclosures shall be bronze colored.

4.11 Neighborhood Driveways.

(a) All driveways shall be designed and constructed only in accordance with the design and with the materials as approved by the Declarant in writing and must be maintained in a clean, neat and attractive manner. Driveway surfaces may consist only of approved materials in accordance with the Design Guidelines. Plain or stamped concrete, asphalt or loose gravel are not acceptable.

(b) Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street pavement does not extend beyond a straight line projection of the side lot line of the Site served by the driveway. In no event shall the driveway surface be less than seven and one-half (7.5) feet from the side Site line unless a variance is granted by the Declarant.

4.12 Lease. Except as otherwise permitted by the Developer with regard to Residential Units still owned by the Developer, no lease or rental of a Residential Unit may be for a period of less than 30 consecutive days, and no more than 3 leases in any 12 month period shall be permitted. No Owner of a Residential Unit may lease or rent a Residential Unit if delinquent in the payment of any assessments. If all assessments are paid up to date, an Owner of a Residential Unit may rent or lease a Residential Unit without further approval in accordance with the terms of the form of lease approved by the Association and subject to the limitations set forth above. However, the Owner renting or leasing a Residential Unit shall promptly notify the Association and/or any management firm engaged by the Association or the Declarant of each renter and the term of such rental or lease and each such renter shall be subject to and required to comply with terms of this Declaration and the Governing Documents. The sub-leasing or sub-renting of an Owner's interest in a Residential Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice that a substantially uniform form of lease be used by all Owners. Only entire Residential Units may be leased or rented, no individual rooms may be rented and no transient tenants may be accommodated. No Residential Unit shall be occupied, operated, used or sold on a "time-share," fractional ownership, interval ownership or vacation club destination basis or pursuant to any other revolving or multiple ownership scheme or plan. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.

4.13 Construction.

(a) In the event of any construction following the initial development by the Developer, the construction area shall be maintained in a neat and orderly manner and Owner shall provide for trash and debris containment and removal. No temporary trailers shall be placed in the Neighborhood without the prior written approval of the Declarant. Construction vehicles shall be parked so as not to block or interfere with the use of the streets or roads within the Neighborhood. Construction vehicles, other than those of the Developer and its agents, shall not be stored in the Neighborhood. Except for work being performed by the Developer and/or its agent, the construction area of an Owner or its agents shall be screened to the reasonable satisfaction of the Declarant from the view of neighboring parcels.

(b) In the event of any construction following the initial development by the Developer, if at any time any of the Common Properties or the Neighborhood common area(s) are damaged or destroyed by an Owner or such Owner's agents, including, without limitation, street signs, sidewalks, underground utilities or irrigation lines located thereon, the Owner of the Site shall be liable for all costs incurred in repairing or replacing such Neighborhood common area(s), and the total costs thereof shall be assessed against the Owner as a Special Assessment, the lien for which may be foreclosed in the same manner as if provided for the enforcement of assessment liens as set forth in the General Declaration.

4.14 Signage. No Owner shall be permitted to place or permit to be placed on any Site or any vehicle parked in the proximity of such Owner's Site any signage without the express prior written consent of the Declarant which written consent may be withheld in the Declarant's sole discretion. In the event any such signage is placed on any Site or vehicle on or in the proximity of such Owner's Site without such express prior written consent, by acceptance of a deed to title to a Residential Unit and/or a Site or any interest therein, the Owner of such Site hereby expressly grants to the Declarant and the Declarant's agents an easement to enter upon the Site for the purpose of removing such signage and such entry shall under no circumstances be deemed to be a trespass and the Owner of such Site shall be fully and solely responsible and liable for any and all damages, claims, losses and/or injuries, including attorneys' fees, without limitation, which may occur as a result of such entry and removal and further such Owner of such Site hereby expressly indemnifies and holds harmless the Declarant and the Association for any and all such damages, claims, losses and/or injuries, including attorneys' fees. The consideration for this indemnification is actual and not a mere recital.

4.15 No Sales and/or Open Houses. No Owner shall conduct or permit to be conducted in such Owner's Residential Unit or on such Owner's Site a sales event or promotional event for the marketing of such Owner's or any other Owner's or Residential Unit or any Site in the Neighborhood. No Residential Unit shall be sold by means of a public or private auction conducted within any Residential Unit, on any Common Properties of the Neighborhood or on any Master Association Property. Persons desiring to enter the Neighborhood for the purpose of viewing a Site or a Residential Unit shall be required to have an appointment and shall be required to be accompanied at all times by a licensed sales person or such other security personnel as shall be satisfactory to the Declarant and such Owner shall

be and hereby expressly agrees to pay any and all costs payable to such security personnel. The prohibitions set forth in this literary paragraph shall not be applicable to the Declarant/Developer.

SECTION V - MEMBERSHIP IN ASSOCIATION

Every Owner of a Site and the Developer shall be a Member of the Association and no Owner (excluding the Developer) shall have more than one membership in the Association with respect to any Site. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner's Site and every membership of any Owner in the Association shall be appurtenant to and inseparable from ownership of such Owner's Site. Ownership of such Site shall be the sole qualification for membership of an Owner in the Association.

SECTION VI - THE ASSOCIATION

6.1 Powers and Duties of Association.

(a) The Association, acting through the Board, shall have such powers and duties with respect to the Common Properties as are provided for in this Declaration, the Articles of Incorporation and the By-laws.

(b) The Association has the power and duty to provide for the Gate Facilities, as more particularly described in Article XI below.

6.2 Control of Association.

(a) The voting rights of Members shall be as set forth in the Articles of Incorporation and the By-laws and votes shall be cast as set forth in the Articles of Incorporation and the By-laws.

(b) Notwithstanding anything to the contrary in the Articles of Incorporation and the By-laws, the Developer shall have the right to appoint a majority of the Board until the end of the "Class 'B' Control Period," as defined herein.

(c) The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Sites in the Neighborhood. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

(d) For the purposes of this Section, the term "Owners other than the Developer" shall not include builders, contractors or others who purchase a Site for the purpose of constructing improvements thereon for resale.

SECTION VII - COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments. The Developer and each Owner for each Site now or hereafter owned by them subject to this Declaration hereby covenant, and each successor Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual Common Assessments for Common Expenses and (ii) Special Assessments, such Assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge upon and secured by a continuing lien upon the Site against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Site at the time when the assessment fell due. Subject to provisions of this Declaration protecting Purchase Money Mortgagees, the personal obligation for delinquent assessments shall pass to, and be assumed by, the successor(s)-in-title of such Owner.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and the Common Properties and in particular for the improvement and maintenance and replacement of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Sites situated upon the Common Properties, if any are assessed, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

7.3 Date of Commencement of Common Assessments. The Common Assessments shall accrue in respect to each Site, subject to this Declaration, on the date of conveyance of such Sites by the Developer to the first Owner thereof (hereafter called the "Commencement Date") and shall thereafter be due on the first day of each quarter of the calendar year.

7.4 Initial Common Assessments set by Developer.

(a) From the Commencement Date of Common Assessments until the Developer ceases to be in control of the Board, the initial Common Assessments for all Members of the Association, as defined in the Articles of Incorporation and in the By-laws, shall be established by the Developer. Except as hereinafter provided, no assessment shall be payable by the Developer.

(b) Until the time the Developer ceases to be in control of the Board, as provided in Section 6 above, the Developer shall not pay any Common Assessments or Special Assessments, but the Developer shall, each year of operation based on the Association's budget, pay the difference in cost between the sum of Common Assessments collected from the Members and the actual cost of operation of the Association. In the event of an increase in the annual Association budget for the actual cost of operation of the Association, the Developer may increase the Common Assessments prior to the time it ceases to control the Board. The Developer shall not be obligated to pay a Common Assessment or Special

Assessment on any Site owned by it. Notwithstanding any provision that may be contained to the contrary in this Declaration, the Developer may at any time commence paying assessments as to Sites that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Developer may again elect to follow the procedures specified in the two preceding sentences. The Board, in accordance with the requirements for a change of Common Assessments, as provided in Section 7.4(b) above, may change the budget and level of Common Assessments at any annual meeting of the Board. For each 12-month period (hereinafter called the "Assessment Year"), the Common Assessments may be adjusted by vote of the Board as set forth in this Section 7.

7.5 Special Assessments. In addition to the Common Assessments, the Board may levy, in any Assessment Year a Special Assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. The Developer shall not be obligated to pay a Special Assessment levied on any Site owned by it.

7.6 Damage to Common Properties by Owners. Any of the foregoing maintenance, repairs or replacements within the Common Properties which arise out of or is caused by the willful or negligent act of an Owner, such Owner's family, guests or invitees shall be done at such Owner's expense or a Special Assessment therefor shall be made solely against such Owner's Site.

7.7 Appointment of Assessments. Common Assessments and Special Assessments provided for in this Declaration shall be initially apportioned among the Sites contained within the Neighborhood on an equal basis so that each Site contributes the same share toward Assessments as do all others except as otherwise set forth in Section 9.1 below. The Assessments shall be apportioned among all Owners of Sites based on the total number of Sites. In the future, if the Neighborhood is developed in a way so that different unit types, size and architecture is employed such that, in the judgment of the Board, the Owners of different types of Sites make different use of the facilities or services on the Common Properties, then the Board may vary the rate of assessments among Site types in such a way as in its judgment is fair and equitable.

7.8 Notice of Change. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-laws. The Board shall fix the amount of the annual Common Assessment against each Site subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each Common Assessment period.

7.9 Estoppel Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting

forth whether the assessments on a specified Site have been paid. A properly executed certificate of the Association as to the status of the assessments against a Site shall be binding upon the Association as of the date of its issuance.

7.10 Annual Income and Expense Report. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures distributed to each Member and to each Purchase Money Mortgagee which has filed a written request for copies of the same with the Board in the manner provided in the By-laws.

7.11 Annual Budget. At least sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the membership of the Association a written, itemized budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, which may include reasonable provision for contingencies and deposits into the Common Properties Reserve Fund.

7.12 Excess Funds. If at the end of any fiscal year of the Association, the Board determines that there are excess funds remaining the Association's operating account over and above the amounts unused for the operation of the Common Properties, such excess funds shall be retained by the Association and used to reduce the following year's Common Assessments. Notwithstanding anything contained in the Articles of Incorporation, the By-laws or in this Declaration to the contrary, if, prior to dissolution of the Association, the Association has not obtained tax exempt status from both the Federal and State government, then upon such dissolution of the Association, any amount remaining in any reserve fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual respective contributions.

SECTION VIII - EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

8.1 Effect of Non-payment of Assessments: Remedies of the Association. Any installment of a Common Assessment or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of such Owner's Site. If any installment of any assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each Purchase Money Mortgagee of such Site which has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the particular assessment for the then current fiscal year and sale of the Site pursuant to foreclosure of the lien securing the unpaid assessment. The notice shall further inform the Owner of such Owner's right to cure after acceleration and to bring a court action to assert the non-existence of a sale. If the delinquent

installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare acceleration of all of the unpaid balance of the annual Common Assessment and all charges thereon in any manner authorized by law and this Declaration.

8.2 Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Site, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Collier County, Florida. Such claim of lien must recite a good and sufficient legal description of any such Site, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at eighteen (18%) percent per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such claim of lien shall be signed and acknowledged by an officer or agent of the Association. The lien shall continue until fully paid or otherwise satisfied.

8.3 Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on any Site at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

8.4 Curing of Default. Upon the timely curing of any default for which a Claim of Lien was filed by the Association, the officers thereof shall record an appropriate release of lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the cost of preparing and recording such release. A certificate executed by an officer or agent of the Association stating the indebtedness secured by the liens upon any Site created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee.

8.5 Cumulative Remedies. The assessment liens and the right to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

8.6 Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein shall be subordinate to the lien held by any Purchase Money Mortgagee made in good faith and for value and recorded prior to the date on which a Claim, pursuant to such lien is recorded. The sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of any Site pursuant to the foreclosure or deed in lieu thereof of a mortgage held by a Purchase Money Mortgagee shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Site from liability for any installments of assessments thereafter becoming due or from the lien thereof.

SECTION IX – MAINTENANCE AND REPAIR OBLIGATIONS

9.1 Maintenance Obligations of Owners. Except as provided in Section 9.2 below, it shall be the duty of the Owners of Sites, at each such Owner's sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition. In the event any Owner shall permit any improvement, which it is such Owner's responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Association shall have the right, but not the duty or obligation, upon fifteen (15) days' prior written notice to the appropriate Owner(s), to correct such condition and to enter upon such property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to such Owner(s). Such costs shall be a Special Assessment and shall create a lien upon all of the Sites affected therein, enforceable in the same manner as other assessments as set forth in this Declaration. Such Owner(s) shall promptly pay for such work and the costs and expenses of collection maybe added, at the option of the Board, to the amounts payable by such Owner(s) as Common Assessments.

9.2 Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of all of the Common Properties, and all improvements thereon, in good order and repair, including any and all utility facilities, and improvements on the Common Properties. In addition to the improvement maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which is on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any roads and any paved surfaces in the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate.

SECTION X – PELICAN MARSH DEVELOPMENT OF REGIONAL IMPACT

Each Owner hereby acknowledges the establishment of the Pelican Marsh Development of Regional Impact ("DRI") and the Neighborhood being subject to the Pelican Marsh DRI Development Order 95-1 adopted by the Board of County Commissioners of Collier County, Florida pursuant to Resolution No. 95-71 dated January 24, 1995. Each Owner authorizes the Declarant, its successors and assigns, to execute all agreements, documents and consents necessary to effectuate the DRI, without any further joinder, consent or participation by any Owner, including, without limitation, any amendments to the referenced Pelican Marsh DRI Development Order.

SECTION XI - GATE FACILITIES

The Association may provide for the creation, capital improvement and maintenance of privacy gates at the entrance to the Neighborhood. Such gates may be manned or unmanned, as the Association may from time to time deem to be necessary. The term "Gate Facilities" shall include, but not be limited to, the gate itself, visual cameras,

telecommunications devices to any manned Gate Facility the Association may operate, any mechanical or electronic mechanisms necessary to automate the gate, any guard's shack, and the costs to provide for any guard(s). The expenses of the Gate Facilities shall be Common Assessments or Special Assessments, as the case may be. The Association may promulgate rules and regulations governing the use of the Gate Facilities.

SECTION XII - ARCHITECTURAL AND AESTHETIC CONTROL

12.1 Design Review Committee. The Declarant shall establish a Design Review Committee (the "DRC") which shall have responsibility for enforcing the design review standards and procedures within the Neighborhood. The DRC shall have jurisdiction over all construction, modifications, alterations, repairs or reconstruction to any structures located in the Neighborhood. After the Class B Control Period, the Association shall appoint the members of the DRC, who shall serve and may be removed as provided in the By-laws of the Association. In the event the Declarant determines, in its sole discretion, that the DRC is not acting or may not act in the future in the best interests of the Owners or cannot properly or effectively discharge its responsibilities, the Declarant may elect to assume the rights and responsibilities of the DRC, either temporarily or permanently, during the Class "B" Control Period. Such election shall be made by written notice by the Declarant to the Board stating when, how long and under what conditions it shall assume the rights and responsibilities of the DRC. Thereafter, the DRC and the Association shall cooperate with the Declarant by promptly referring all design review applications to the Declarant until the review rights and responsibilities are returned to the DRC.

12.2 Review and Approval. No staking, clearing, excavation, grading, and other site work, construction, exterior alterations, modifications, repairs or reconstruction of existing structures shall take place, nor shall any landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Residential Unit, or Common Area be performed, without the prior written approval of the DRC. Modifications or alterations to the interior of screened porches, patios and similar portions of a Residential Unit visible from outside the Residential Unit shall be subject to approval of the DRC. All modifications of structures any portion of the Neighborhood shall be designed by and built in accordance with the plans and specifications of a licensed architect and/or DRC approved designer. The DRC may delegate, permanently or temporarily, all or any portion of its design review obligations to a third party.

12.3 Design Review Standards and Procedures. The Declarant will establish and the Declarant and/or the DRC may, from time to time, modify design review standards, timetables and procedures, outlining the process by which each Owner must have the plans and specifications for all construction, exterior alterations, modifications, repairs or reconstruction on such Owner's property approved. The DRC may establish reasonable fees to be charged for review of applications hereunder, and may require such fees be paid in full prior to review of any application. It shall make the standards and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Neighborhood. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of any exterior modifications, alterations, repairs or

reconstruction shall be submitted to the DRC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, finished grade elevation, and common architectural theme.

12.4 Approvals. The DRC may, in its reasonable discretion, grant, grant with conditions, withhold or deny its consent. All consents, approvals and permissions, which are required by the DRC in this Declaration must be in writing and must be given before the commencement of the activity for which such consent, etc. is required. The approval of the DRC of any proposals, plans and specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent. Nor shall the failure or delay of DRC to object to any exterior modifications, alterations, repairs or reconstruction which were done without DRC's consent constitute a waiver of any right to consent to any similar activities in the future.

12.5 Variances. The DRC may authorize variances from compliance with any of its standards and procedures when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations require.

12.6 Compliance; Inspections; Sanctions. If the exterior of any structure is modified, altered, repaired or reconstructed without the prior written approval of the DRC, the Owner shall, upon demand of the Board, cause such work to be removed, revised or restored in order to comply with the requirements of this Section. Any member of the DRC or its agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any portion of the Neighborhood to inspect for the purposes of ascertaining whether or not these restrictive covenants have been or are being satisfied. Such persons shall not be deemed guilty of trespass by reason of such entry. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the standards and procedures promulgated by the DRC is subject to any enforcement procedures, including fines, as set forth in the Governing Documents.

12.7 No Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations and neither the Declarant nor the DRC shall bear any responsibility for ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant nor the DRC shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit or other structure, and shall be indemnified and held harmless by the Owner from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees.

SECTION XIII - COMPLIANCE AND ENFORCEMENT

13.1 Compliance. The Governing Documents shall apply to all Owners, as well as to any other person occupying or using any Unit or Common Area by permission or invitation of the Owner or his tenants (express or implied). Failure of an Owner to notify any person of the existence of the provisions of the Governing Documents shall not limit the rights or power to enforce these provisions. Each Owner shall be responsible for any violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants.

13.2 Enforcement: Declarant. Except as otherwise expressly stated in this Declaration, the Declarant reserves for itself and its designees, during the Class "B" Control Period, the right and the power, but not the obligation, to enforce the Governing Documents and any lien created by this Declaration. The Declarant shall not be liable or responsible for any violation of the Governing Documents by any person other than itself, its officers, agents and employees. Failure by the Declarant to enforce any of the covenants contained in this Declaration, the Articles of Incorporation or in the By-laws shall in no event be deemed a waiver of its right to do so thereafter. A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-laws, shall not affect or impair the lien held by any Purchase Money Mortgagee made in good faith and for value on any Site, provided, however, that any subsequent Owner of such Site shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

13.3 Enforcement: Association. The Association shall have primary responsibility for the enforcement of the restrictions set forth in Section 4 above and may, in its sole discretion, enforce any covenants and perform such duties and responsibilities thereunder, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including reasonable attorney's fees) of such enforcement or maintenance as a charge. Failure by the Association to enforce any of the covenants contained in this Declaration, the Articles of Incorporation or in the By-laws shall in no event be deemed a waiver of its right to do so thereafter. A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-laws, shall not affect or impair the lien held by any Purchase Money Mortgagee made in good faith and for value on any Site, provided, however, that any subsequent Owner of such Site shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

13.4 Damages and Attorneys' Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of this Declaration and the other Governing Documents to enjoin the breach of any provision hereof, and recover damages on account of such breach, shall be entitled to recover reasonable attorneys' fees and court costs (including those resulting from appellate proceedings), as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. The remedies herein provided for breach of the covenants contained in this Declaration, the Articles of Incorporation or in the By-laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

SECTION XIV - DECLARANT'S RIGHTS

14.1 Generally. The Declarant hereby reserves for itself and its successors the non-exclusive right to use all Common Properties and all other portions of the Neighborhood in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to: carry on construction and to enter and transact business; maintain models and sales and rental offices; place signs; employ sales and rental personnel; show Residential Units; use on-site transportation systems; and use portions of the Neighborhood and Residential Units and other improvements owned by the Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to the Declarant and its successors, nominees and assigns for such rights and privileges. The Declarant may extend and/or transfer all or any portion of such rights, in its discretion, to other persons and entities.

14.2 Assignment of Rights to Successor Developer. Except as otherwise specifically provided herein, the Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its rights, powers, duties and privileges created by the Governing Documents. Such assignment shall not lessen the Declarant's rights with respect to property not subject to such assignment.

14.3 Cable and Telecommunications Systems. The Declarant reserves and shall have the right to enter into contracts for the exclusive provision of cable television and other systems of telecommunication services by bulk contracts with third parties as the Declarant shall deem, in its sole and exclusive discretion, to be in the best interests of the Association. All costs and expenses associated with all such bulk contracts shall be considered a Common Expense of the Association assessable to all Owners, other than the Declarant. Cable and/or telecommunications shall include receiving and distributing systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred to herein collectively as the "Systems"), the exact description, location and nature of which may or may not have been fixed or determined. The Declarant reserves and shall have the right to grant easements and rights-of-way for installation, construction and maintenance of the Systems (the scope, extent, size and location of which over, across, upon and through any portion of the Neighborhood, including, without limitation, the Common Areas, shall be determined solely by the Declarant), it being the intention that the Declarant shall have the authority to grant a blanket access easement to any bulk cable television and/or telecommunications service over and across any of the any portion of the Neighborhood, including, without limitation, the Common Areas, without the joinder or consent of any Owner, for the purpose of installing, constructing, inspecting, maintaining, altering, moving, improving or replacing the facilities and the equipment constituting the Systems, including, without limitation, conduits, wires, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute the services of the Systems, including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

14.4 Transportation Systems or Services. The Declarant or the Association may, but shall not be obligated to, provide transportation systems or services between various portions of the Neighborhood. The Association shall have the right to enter into an agreement with the Declarant or other parties to provide such transportation services to the Owners, their guests, tenants, and invitees.

SECTION XV - NON-LIABILITY OF DECLARANT, DEVELOPER AND ASSOCIATION

EACH MEMBER, OWNER AND OCCUPANT OF ANY RESIDENTIAL UNIT ACKNOWLEDGES THAT THE ASSOCIATION, THE DEVELOPER AND THE DECLARANT ARE NOT INSURERS OF THEIR SAFETY AND SECURITY. NEITHER THE ASSOCIATION, THE DEVELOPER NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE NEIGHBORHOOD NOR HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. EACH OWNER AND OCCUPANT OF ANY UNIT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO SUCH PROPERTY, AND TO THE CONTENTS THEREOF.

ALL OWNERS AND OCCUPANTS OF ANY RESIDENTIAL UNIT AND TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT ANY PRIVACY GATE AND WALL, FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM MAY BE COMPROMISED OR CIRCUMVENTED AND MAY NOT PROVIDE THE PRIVACY, DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

NO PERSONS, INCLUDING EMPLOYEES, AGENTS, BROKERS, OR ANY OTHER PERSONS AFFILIATED WITH THE DECLARANT, THE DEVELOPER OR THE ASSOCIATION, ARE AUTHORIZED TO MAKE ANY ORAL REPRESENTATIONS OR WARRANTIES, NOR IS ANY OWNER OR OCCUPANT AUTHORIZED TO RELY UPON ANY ORAL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ANY PRIVACY GATE AND WALL, ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE NEIGHBORHOOD.

ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT PRESENTLY CONTEMPLATES THE INSTALLATION AND OPERATION OF A LIGHTNING DETECTION AND EARLY WARNING SYSTEM (THE "LIGHTNING WARNING SYSTEM") ON THE TIBURON GOLF COURSE. THE DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR PROVIDE ANY SUCH LIGHTNING WARNING SYSTEM AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN OR IN ANY CONCEPTUAL PLANS AND/OR REPRESENTATIONS AS A

WARRANTY OR REPRESENTATION AS TO THE EXISTENCE OF THE LIGHTNING WARNING SYSTEM. FURTHERMORE, THE DECLARANT SHALL NOT BE HELD LIABLE IN ANY MANNER TO ANY PARTY FOR THE FAILURE OF THE LIGHTNING WARNING SYSTEM TO OPERATE AS INTENDED BY ITS MANUFACTURER OR INSTALLER. THE LIGHTNING WARNING SYSTEM UTILIZES AN AUDIO WARNING MECHANISM CONSISTING OF LOUD HORN BLASTS WHICH ARE INTENDED TO BE HEARD THROUGHOUT THE TIBURON GOLF COURSE AND THE TIBURON GOLF CLUB. ACCORDINGLY, BECAUSE THE SITE IS LOCATED ADJACENT TO OR IN CLOSE PROXIMITY TO THE TIBURON GOLF COURSE, LOUD HORN BLASTS EMANATING FROM THE LIGHTNING WARNING SYSTEM MAY BE AUDIBLE TO OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY AND/OR THE SITE, EITHER AS A RESULT OF ACTUAL LIGHTNING WARNINGS BEING ISSUED BY THE LIGHTNING WARNING SYSTEM OR IN CONJUNCTION WITH PERIODIC TESTING AND MAINTENANCE OF THE LIGHTNING WARNING SYSTEM. BY THE ACCEPTANCE OF THE DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT THE AFORESAID LIGHTNING WARNING SYSTEM AND ITS AUDIO WARNING MECHANISM SHALL NOT BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) THAT ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (iii) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELLER TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE SITE. THIS SECTION SHALL SURVIVE THE CLOSING AND DELIVERY OF THE DEED.

SECTION XVI - GENERAL PROVISIONS

16.1 Use of the Words "Pelican Marsh" and "Tiburon." Each Member and Owner and occupant of any Site acknowledges that the words and logos of "Pelican Marsh," "Tiburon" and any derivative of either (including, but not limited to, "Tiburón") are service marks owned exclusively by the Declarant and/or the Declarant's parent company, subsidiary and/or affiliate companies. No Member or Owner shall use the words "Pelican Marsh," "Tiburon" or any derivative thereof (including, but not limited to, "Tiburón") in any printed or promotional material without the prior written consent of the Declarant. However, the Developer may use the words "Pelican Marsh" and "Tiburon" in printed or promotional matter when such term is used solely to specify that particular property is located within the Pelican Marsh and Tiburon developments.

16.2 View Disclaimer. Neither the Declarant nor the Association nor the owner of the Club Facilities guarantees or represents that any view over or across the Club Facilities or the Common Properties to and from the Sites shall be preserved without impairment. The owners of the Club Facilities shall have no obligation to thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Club Facilities and the Common

Properties from time to time. The owner of the Club may, in its sole discretion, change the location, configuration, size and elevation of buildings, trees, bunkers, fairways, greens, and water bodies of the Club Facilities and related improvements. Any such changes or additions may diminish, obstruct or impair any view from the Site and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

16.3 Severability. If any section, subsection, sentence, clause, phrase, portion, term or provision of this Declaration is, for any reason, held to be invalid, unenforceable or unconstitutional in whole or in part by any court of competent jurisdiction, such provision shall be deemed to be a separate, distinct and independent provision and such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect, and such holding shall be limited to its most narrow application.

16.4 Gender. Whenever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of one gender shall be deemed to include the other gender.

16.5 Notices.

(a) To the Declarant: Notice to the Declarant, or requests for approval of plans, specifications and location of structures, buildings, signs or other improvements shall be in writing and delivered or mailed to the Declarant at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by the Declarant.

(b) To the Association: Notice to the Association, or requests for approval of plans, specifications and location of structures, buildings, signs or other improvements shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by the Association.

(c) To Owner: Notice to any Owner of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and delivered or mailed to the Owner at the address shown on the tax rolls of the County, or to the address of the Owner as shown on the deed recorded in the Public Records of Collier County. If an Owner is a corporation, notices may be sent to its principal place of business as shown by the records in the Department of State of the State of Florida, or in the records of the state of its incorporation.

16.6 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Declarant's general plan for development of Tiburon and the purposes set for herein, including the Preamble hereof.

16.7 Amendment. This Declaration may be amended and/or supplemented by the Declarant with the consent of the Developer to the exclusion of any other person or entity for

SECTION 17 – CLUB MEMBERSHIP

17.1 Ownership of Club Facilities. The Club Facilities are owned solely by the Club and will be operated by the Club or its agents. The Club Facilities are privately owned and operated and are not Common Properties, the property of any community development district or the property of any other common interest association within Pelican Marsh. No Owner or any other person has any right, easement or other use or ownership interest in the Club or the Club Facilities as the result of owning any Site, Residential Unit or other property within Pelican Marsh. The Club Facilities are currently operated as a semi-private membership club in accordance with the Membership Plan. The Club has the sole and absolute right to determine how and by whom the Club Facilities may be utilized, and to determine the fees, dues and other charges imposed for use of the Club Facilities.

17.2 Membership Plan. As of the date of this Declaration, the Club is currently operated in accordance with the Membership Plan. Pursuant to the Membership Plan, two categories of non-proprietary membership to use the Club Facilities are offered: (a) golfing membership referred to as "Medallion Membership" and (b) social and limited golfing memberships, referred to as "Signature Membership." Eligibility to acquire, and the membership fee required to be paid for each categories of membership, shall be as set forth in the Membership Plan or Schedule of Dues, Fees and Charges, as the same exists from time to time.

17.3 Acquisition and Transfer of Memberships. Each initial purchaser of a Residential Unit, other than any builder who acquires a Site to construct a Residential Unit thereon for the sole purpose of resale shall be obligated to acquire a Signature Membership at the closing of the purchase of the Residential Unit. In the case of a builder, the purchaser of the Residential Unit from the builder shall be obligated to acquire a Signature Membership. The Signature Membership may not thereafter be separated from the Residential Unit unless it has been resigned or terminated. The resale purchaser of a Residential Unit should follow the procedure hereafter set forth and contact the Club to assure themselves a Signature Membership is available for the Residential Unit without payment of a membership fee.

The number of Medallion Memberships is limited and the Club will reserve Medallion Memberships for initial retail purchasers within certain portions of Pelican Marsh for a limited period of time as set forth in the purchaser's real estate sales contract. Any purchaser of a Residential Unit, other than an initial retail purchaser of a Residential Unit, should consider written inquiry to the Club to determine if the Club has available and unreserved Medallion Memberships. Owners of Residential Units who are Medallion Members may arrange for the purchaser of the Residential Unit to acquire their Medallion Membership upon application, approval of the purchaser's application and the purchaser's payment of the required membership fee. Such transfers are subject to any and all requirements of the Membership Plan. In this event, the Medallion Membership will receive refund of all or a portion of the membership fee as provided in the Membership Plan and their Membership Application. If a Medallion Member who owns a Residential Unit sells his Residential Unit

and does not arrange to transfer their Medallion Membership to the purchaser of their Membership Unit, they may resign their Medallion Membership, in which event it will be resold in accordance with the Membership Plan. The above paragraph is a summary of the terms of the Membership Plan, and the Membership Plan shall control over conflicting provisions of this Declaration.

Until the Membership Plan is terminated or amended to the contrary, Signature Memberships issued to Owners of Residential Units shall be transferable to the subsequent purchaser or transferee of the Residential Unit. Such transfer may occur only under the following conditions: (a) the selling or transferring Owner must be current on all obligations owed to the Club and in good standing (i.e., not be under suspension on the date of closing of the transfer or sale or have had their Signature Membership involuntarily resigned or terminated), (b) the selling or transferring Owner must resign their Signature Membership effective as of the date of sale or transfer of the Residential Unit, (c) the purchasing owner must apply for a transfer of Signature Membership a minimum of thirty (30) days prior to the date of closing of the sale or transfer of the Residential Unit, and (d) the purchasing or transferring owner must be approved for a transfer of Signature Membership. Upon such a transfer, the purchaser or transferee shall not be required to pay the then current membership fee for a Signature Membership and the selling Signature Membership shall not be entitled to any refund of the membership fee previously paid for Signature Membership. In the event an Owner who is selling or is transferring their Residential Unit does not arrange to transfer their Signature Membership to the purchaser or transferee of their Residential Unit as described above, the Signature Membership shall be deemed resigned as of the date of the closing of the sale or transfer of their Residential Unit and the member shall not be entitled to a refund of the membership fee, dues or other fees paid to the Club.

SECTION 18 – SUPREMACY OF PUD

In the event of any conflict or ambiguity between this Declaration and the PUD, the terms and provisions of the PUD shall prevail. Under no circumstances shall any term or provision contained herein be construed to reduce or lessen the impact or effect of any limitation or constraint provided for, or contemplated by, the terms of the PUD. No term or provision provided for, or contemplated, herein shall be construed or have the effect of granting or providing a greater right than provided for by the terms of the PUD.

SECTION 19 – COMPREHENSIVE GENERAL RELEASE/EXEMPTION FOR DECLARANT

For purposes of clarity and confirmation, no burden, constraint, covenant, duty, limitation, obligation or restriction set forth herein relative to the non-Declarant Owners subject to this Declaration shall be applicable to or imposed upon the Declarant or affiliate or subsidiary of the Declarant, all of whom are expressly, absolutely and fully excused and released from compliance with any and all such burdens, constraints, covenants, duties, limitations, obligations and/or restrictions. If, as a result of applicable law, any burden, constraint, covenant, duty, limitation, obligation or restriction set forth herein relative to the non-Declarant Owners shall be abrogated, limited or negated as a result of the foregoing

absolute and general release/exemption in favor of the Declarant or any affiliate or subsidiary of the Declarant, the general release as to the specific burden, constraint, duty, limitation, obligation or restriction which might be deemed or found to be abrogated, limited or negated as to the non-Declarant Owners shall be invalid with respect to the Declarant or any affiliate or subsidiary of the Declarant such that the same and all other burdens, constraints, covenants, duties, limitations, obligations and/or restrictions set forth herein shall continue to be fully valid, binding and enforceable upon the non-Declarant Owners to the greatest extent permitted by law. Each covenant and agreement contained in this Declaration shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by any Owner shall not discharge or relieve such Owner or any other Owner from the requirement to comply and perform each and every covenant and agreement of this Declaration to be performed by Owners.

IN WITNESS WHEREOF, the Declarant does hereby execute this Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon this 18th day of August, 2006.

WITNESSES:

WCI COMMUNITIES, INC.

Ann C. Roczeko
Ann C. Roczeko
 Printed Name

By: Michael D. Kaminer
Michael D. Kaminer
 Vice President

("Declarant")

Katherine B. Owcars
Katherine B. Owcars
 Printed Name

STATE OF FLORIDA
 COUNTY OF LEE

Acknowledged before me, the undersigned authority, this 18th day of August, 2006 by Michael D. Kaminer, as Vice President of WCI COMMUNITIES, INC., a Delaware corporation, who personally appeared before me, and who is personally known to me.

My commission expires:

6/14/07

Ann C. Roczeko
 Notary Public, State of Florida

Ann C. Roczeko
 Printed Name of Notary Public

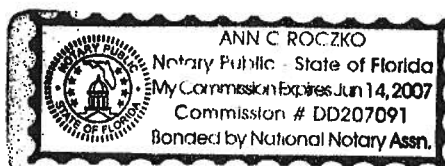


EXHIBIT "A"



July 17, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations
MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

The Articles of Incorporation for MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC. were filed on July 14, 2006, and assigned document number N06000007515. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000180439.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Cynthia Blalock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 906A00045659

P.O BOX 6327 - Tallahassee, Florida 32314

PREPARED BY AND TO BE RETURNED TO:
Nicole Swartz, Esq.
24301 Walden Center Dr.
Bonita Springs, FL 34134

INSTR 4537510 OR 4661 PG 2446
RECORDED 3/16/2011 11:52 AM PAGES 10
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC \$86.50 INDX \$1.00

FIRST AMENDMENT
TO
DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR
MARSALA AT TIBURON

THIS FIRST AMENDMENT TO DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc. ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Neighborhood Covenants, Conditions & Restrictions For Marsala at Tiburon was recorded on August 24, 2006, in Official Records Book 4094, Page 1788 in the Official Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Declarant is the successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc., the original Declarant and Developer under the Declaration; and

WHEREAS, two pages of the Articles of Incorporation attached to the Declaration as Exhibit "A" were mistakenly omitted from the Declaration at the time of recording and Declarant desires to amend the Declaration to correct said omission; and

WHEREAS, pursuant to Section 16.7 of the Declaration, the Declarant has the power to undertake the following Amendment without requirement for the consent of any owner or other party; and

NOW, THEREFORE, in consideration of the foregoing, Declarant declares the following:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated as if fully set forth here.

Amendment. Exhibit "A" to the Declaration is hereby deleted and amended and restated in the form attached as Exhibit "A" hereto.

2. **Severance**. Except as modified by this Amendment, the Declaration remains valid and in full force and effect.

3. **Conflict**. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Amendment to be executed by its authorized officer and affixed its corporate seal as of this 3 day of March, 2011.

WITNESSES:

WCI Communities, LLC, a Delaware
limited liability company

Name: Margaret A. Sisk
Print Name: MARGARET A. SISK

By: Paul Erhardt
Paul Erhardt, Vice President

(Corporate Seal)

Name: LEDIA METAJ
Print Name: LEDIA METAJ

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3 day of March, 2011, by Paul Erhardt, as Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to me.

My Commission Expires:

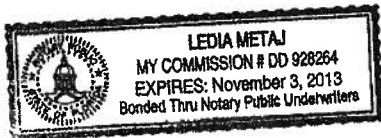
(AFFIX NOTARY SEAL)

LEDIA METAJ
(Signature)

Name: LEDIA METAJ
(Legibly Printed or Typed)

Notary Public, State of Florida

DD 928264
(Commission Number, if any)



CONSENT OF MORTGAGEE

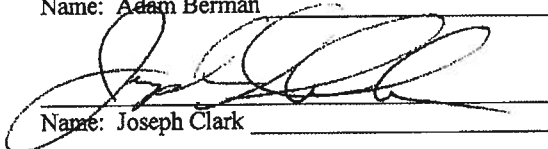
Regarding recordation of First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions
for Marsala at Tiburon

WILMINGTON TRUST, FSB ("Wilmington"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC, (Mortgagor)** in favor of **Wilmington**, as Collateral Agent ("**Mortgagee**"), dated September 3, 2009 and recorded on September 9, 2009 in Book 4490, Page 724, as Instrument #4339700 in the Official Records of Collier County, Florida, (the foregoing as amended, restated or modified from time to time, the "**Mortgage**"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions for Marsala at Tiburon attached hereto (the "**Declaration**"), hereby consents to Mortgagor subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

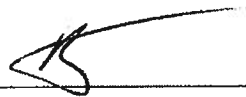
Dated this 8th, day of March, 2011.

Witnessed by:


Name: Adam Berman


Name: Joseph Clark

WILMINGTON TRUST, FSB, as Collateral Agent
under Mortgage

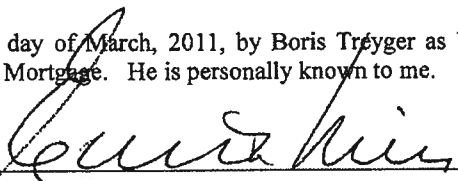
By: 
Name: Boris Treyger
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 8th, day of March, 2011, by Boris Treyger as Vice President of Wilmington Trust, FSB, as Collateral Agent under the Mortgage. He is personally known to me.

(Notarial Seal)

My Commission Expires: 9-8-2013


Name: **ELIZABETH WILMS**
Commission No.: **No. 01WI6210977**
Notary Public, State of New York
Qualified in Kings County
My Commission Expires September 8, 2013

PREPARED BY AND TO BE RETURNED TO:

Nicole Swartz, Esq.
24301 Walden Center Dr.
Bonita Springs, FL 34134

FIRST AMENDMENT
TO
DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR
MARSALA AT TIBURON

THIS FIRST AMENDMENT TO DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc. ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Neighborhood Covenants, Conditions & Restrictions For Marsala at Tiburon was recorded on August 24, 2006, in Official Records Book 4094, Page 1788 in the Official Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Declarant is the successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc., the original Declarant and Developer under the Declaration; and

WHEREAS, two pages of the Articles of Incorporation attached to the Declaration as Exhibit "A" were mistakenly omitted from the Declaration at the time of recording and Declarant desires to amend the Declaration to correct said omission; and

WHEREAS, pursuant to Section 16.7 of the Declaration, the Declarant has the power to undertake the following Amendment without requirement for the consent of any owner or other party; and

NOW, THEREFORE, in consideration of the foregoing, Declarant declares the following:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated as if fully set forth here.

Amendment. Exhibit "A" to the Declaration is hereby deleted and amended and restated in the form attached as Exhibit "A" hereto.

2. **Severance**. Except as modified by this Amendment, the Declaration remains valid and in full force and effect.

3. **Conflict**. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Amendment to be executed by its authorized officer and affixed its corporate seal as of this 3 day of March, 2011.

WITNESSES:

WCI Communities, LLC, a Delaware
limited liability company

Name: Margaret A. Sisk
Print Name: MARGARET A. SISK

By: Paul Erhardt
Paul Erhardt, Vice President

(Corporate Seal)

Name: Ledia Metaj
Print Name: LEDIA METAJ

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3 day of March, 2011, by Paul Erhardt, as Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

Ledia Metaj
(Signature)

Name: LEDIA METAJ
(Legibly Printed or Typed)

Notary Public, State of Florida

928264
(Commission Number, if any)



CONSENT OF MORTGAGEE

Regarding recordation of First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions
for Marsala at Tiburon

WILMINGTON TRUST, FSB ("Wilmington"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC, (Mortgagor)** in favor of Wilmington, as Collateral Agent ("**Mortgagee**"), dated September 3, 2009 and recorded on September 9, 2009 in Book 4490, Page 724, as Instrument #4339700 in the Official Records of Collier County, Florida, (the foregoing as amended, restated or modified from time to time, the "**Mortgage**"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions for Marsala at Tiburon attached hereto (the "**Declaration**"), hereby consents to Mortgagor subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

Dated this 8th, day of March, 2011.

Witnessed by:

Name: Adam Berman

Name: Joseph Clark

WILMINGTON TRUST, FSB, as Collateral Agent
under Mortgage

By:
Name: Boris Treyger
Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 8th, day of March, 2011, by Boris Treyger as Vice President of Wilmington Trust, FSB, as Collateral Agent under the Mortgage. He is personally known to me.

(Notarial Seal)

My Commission Expires:

9-8-2013

Name: ELIZABETH WILMS
Commission No.: No. 01W16210977
Notary Public, State of New York
Qualified in Kings County
My Commission Expires September 8, 2013

EXHIBIT "A"



July 17, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

The Articles of Incorporation for MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC. were filed on July 14, 2006, and assigned document number N06000007515. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000180439.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office. *

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Cynthia Blalock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 906A00045659

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION
OF
MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be **MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Neighborhood Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, and the initial Registered Agent is Vivien N. Hastings.

ARTICLE II: PURPOSES

This Neighborhood Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Neighborhood Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Neighborhood Association in furtherance of one or more of its purposes. The general purpose of this Neighborhood Association is to promote the common interests of the property owners in Marsala at Tiburon (hereinafter referred to as the "Neighborhood"), and the specific purpose is to perform the functions of the Neighborhood Association contemplated in the Declaration of Covenants, Conditions and Restrictions for the Neighborhood recorded in the public records of Collier County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Neighborhood Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges and Assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Neighborhood Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

Unless otherwise defined herein or the context expressly requires otherwise herein, the terms used herein shall have the meanings set forth in the Declaration.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. **Eligibility.** Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a Member of the Neighborhood Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. A Homeowner of more than one Lot is entitled to membership for each Lot owned. No person other than a Homeowner may be a Member of the Neighborhood Association, and a membership in the Neighborhood Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Neighborhood Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Neighborhood Association is notified otherwise in writing by such co-tenants by the entireties.

B. **Classes of Membership and Voting; Transfer of Control.** The Neighborhood Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots of the Neighborhood ("Homeowners") except the Declarant. All Class B memberships shall belong to the Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including the Declarant so long as such Declarant is a Homeowner. Subject to the provisions of Section A of this Article, Members, Class A or Class B, are entitled to cast one vote for each Lot owned. There shall be no cumulative voting for directors or any other matters.

Until such time as Class B membership is terminated, the Declarant shall be entitled to solely appoint all members of the Board. The Class B membership will terminate and convert automatically to Class A membership, and transfer of control of the Neighborhood Association for the Members other than the Declarant shall occur, upon the happening of any of the following, whichever occurs first:

(a) Three months after 90% of the Lots in all portions of the Neighborhood which are or may be ultimately subject to governance by the Neighborhood Association have been conveyed to third party Homeowners; or

(b) When the Declarant waives its rights to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of Collier County, Florida.

Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. **Transferability.** Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence. In the event the Corporation is dissolved, the Corporation shall ensure that the maintenance of the surface water management system is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator is as follows:

Michael D. Kaminer
24301 Walden Center Drive
Bonita Springs, Florida 34134

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors of the Neighborhood Association from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws of the Neighborhood Association, and shall hold office until their respective successors are duly elected and qualified; provided, however, that the Declarant shall be entitled to solely appoint all members of the Board of Directors prior to transfer of control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Neighborhood Association, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Neighborhood Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be directors. Officers and directors must be Members of the Neighborhood Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Neighborhood Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Neighborhood Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily consent to the election of one director by the Class A Members after fifty percent (50%) of the Lots in the Neighborhood have been conveyed to Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

<u>Title</u>	<u>Identity</u>
President	Butch Stewart
Vice President	Sheila Terry
Secretary-Treasurer	Sylvia Keith

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Neighborhood Association shall be three (3) and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Butch Stewart	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sheila Terry	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sylvia Keith	2020 Clubhouse Drive Sun City Center, Florida 33573

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded only in accordance with amendment provisions contained in the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record entitled to vote thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lots in the Neighborhood, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Neighborhood Association is:

Vivien N. Hastings
24301 Walden Center Drive
Suite 300
Bonita Springs, Florida 34134

The above address is also the address of the registered office of the Neighborhood Association.

Michael D. Kaminer

Michael D. Kaminer

STATE OF FLORIDA
COUNTY OF LEE

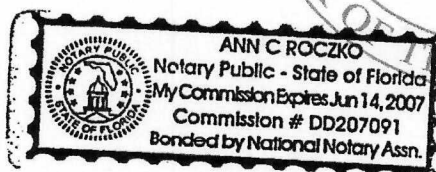
The foregoing instrument was acknowledged before me this 13th day of July, 2006, by MICHAEL D. KAMINER, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires: 6/14/07

(AFFIX NOTARY SEAL)

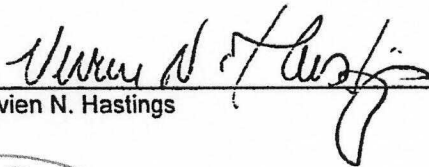
Ann C. Roczko
(Signature)
Name Ann C. Roczko
(Legibly Printed)
Notary Public, State of Florida

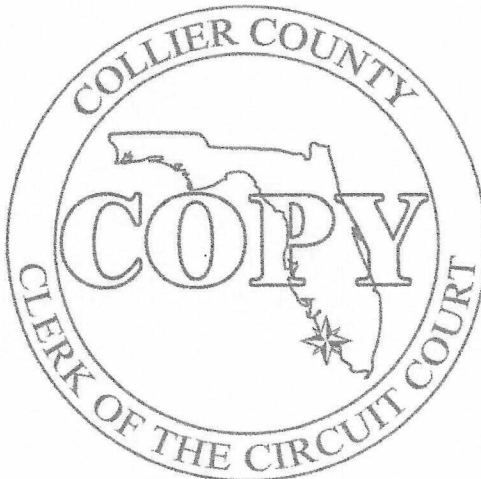
DD 207091
(Serial Number, if any)



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Marsala at Tiburon Homeowners Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


Vivien N. Hastings



ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence. In the event the Corporation is dissolved, the Corporation shall ensure that the maintenance of the surface water management system is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator is as follows:

Michael D. Kaminer
24301 Walden Center Drive
Bonita Springs, Florida 34134

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors of the Neighborhood Association from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws of the Neighborhood Association, and shall hold office until their respective successors are duly elected and qualified; provided, however, that the Declarant shall be entitled to solely appoint all members of the Board of Directors prior to transfer of control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Neighborhood Association, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Neighborhood Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be directors. Officers and directors must be Members of the Neighborhood Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Neighborhood Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Neighborhood Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily consent to the election of one director by the Class A Members after fifty percent (50%) of the Lots in the Neighborhood have been conveyed to Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

<u>Title</u>	<u>Identity</u>
President	Butch Stewart
Vice President	Sheila Terry
Secretary-Treasurer	Sylvia Keith

H06000180439

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the Initial Board of Directors of the Neighborhood Association shall be three (3) and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Butch Stewart	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sheila Terry	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sylvia Keith	2020 Clubhouse Drive Sun City Center, Florida 33573

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded only in accordance with amendment provisions contained in the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record entitled to vote thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lots in the Neighborhood, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Neighborhood Association is:

Vivien N. Hastings
24301 Walden Center Drive
Suite 300
Bonita Springs, Florida 34134

The above address is also the address of the registered office of the Neighborhood Association.

Michael D. Kaminer

Michael D. Kaminer

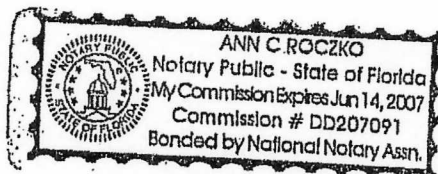
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of July, 2006, by MICHAEL D. KAMINER, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires: 6/14/07

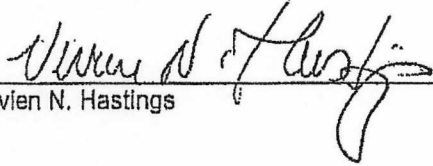
(AFFIX NOTARY SEAL)

Ann C. Roczeko
(Signature)
Name Ann C. Roczeko
(Legibly Printed)
Notary Public, State of Florida
DD 207091
(Serial Number, if any)



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Marsala at Tiburon Homeowners Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


Vivien N. Hastings

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR MARSALA AT TIBURON**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR MARSALA AT TIBURON** ("Amendment") is made by WCI Communities, LLC, a
Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as
successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was
recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier
County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is
authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral
action during this Class "B" Control Period; and

WHEREAS, Developer desires to (a) clarify the collection of overdue assessments following the
acquisition of title through foreclosure or a deed in lieu of foreclosure, and (b) modify the procedures for
amending the Declaration as to any amendment that would impair, alter, or otherwise modify the
marketability, viability, usability, or salability of any portion of the Neighborhood owned by Developer, as
more specifically provided hereinafter;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if
fully set forth hereinafter.

2. **Defined Terms.** All terms not specifically defined in this Amendment shall be interpreted
as having the meaning set forth in the Declaration.

3. **Amendments to Declaration.**

3.1 Section 7.1 of the Declaration is hereby amended to read as follows:

7.1 Creation of the Lien and Personal Obligation for
Assessments. The Developer and each Owner for each Site now or
hereafter owned by them subject to this Declaration hereby covenant, and
each successor Owner of any Site by acceptance of a deed therefor,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual Common Assessments for Common Expenses and (ii) Special Assessments, such Assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge upon and secured by a continuing lien upon the Site against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Site at the time when the assessment fell due. Subject to provisions of this Declaration protecting Purchase Money Mortgagees, including those in Section 8.6, the personal obligation for delinquent assessments shall pass to, and be assumed by, the successor(s)-in-title of such Owner.

3.2 Section 8.6 of the Declaration is hereby amended to read as follows:

8.6 Subordination of the Lien to Mortgages.

(a) The lien securing the assessments provided for herein shall be subordinate to the lien held by any Purchase Money Mortgagee made in good faith and for value and recorded prior to the date on which a Claim, pursuant to such lien is recorded. The Subject to the conditions set forth in this Section 8.6, the sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of

(b) If any Purchase Money Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent Purchase Money Mortgagee (the "Acquiring Party") obtains title to any Residential Unit or Site as a result of either (a) pursuant to the foreclosure of a recorded first mortgage or (b) a deed in lieu thereof of foreclosure of a recorded first mortgage held by a Purchase Money Mortgagee an Acquiring Party, that Acquiring Party shall, to the extent permitted by law, take title to such Residential Unit or Site free and clear of any claims of unpaid assessments or charges due to the Association against such Residential Unit or Site that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party or (ii) the date on which the Acquiring Party comes into possession of the Residential Unit or Site. shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no

(c) No sale or transfer shall relieve such a Residential Unit or Site (i) from liability for any installments of assessments thereafter becoming due following the sale or transfer of the Residential Unit or Site, or (ii) from the lien thereof that Residential Unit or Site following such sale or transfer.

(d) Notwithstanding anything herein to the contrary, the provisions of this Section 8.6 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any

preexisting rights of the lender (or its successors or assigns) of either the Developer or Declarant.

3.3 Section 16.7 of the Declaration is hereby amended to read as follows:

16.7 Amendment.

(a) During the Class "B" Control Period, this Declaration may be amended and/or supplemented by the Declarant with the consent of the Developer to the exclusion of any other person or entity for any purpose, including, but not limited to, imposing additional limitations on the Neighborhood, provided, After the Class "B" Control Period, this Declaration may be amended by a two-thirds (2/3rds) affirmative vote of the Members.

(b) Notwithstanding any provisions of this Section 16.7 to the contrary, however, that no such amendment or supplement shall be permitted which has a material adverse effect upon substantial rights of an Owner or Purchase Money Mortgagee. After the Class "B" Control Period, this Declaration may be amended by a two-thirds (2/3rds) affirmative vote of the Members

(c) Notwithstanding any provisions of this Section 16.7 to the contrary, for so long as Declarant or Developer owns any portion of the Neighborhood, no amendment, supplement, or modification to this Declaration will be effective without the prior written consent of Declarant and Developer if that amendment, supplement, or modification, in Declarant's and/or Developer's opinion, impairs, alters, or otherwise modifies, in whole or in part, the marketability, viability, usability, or salability of any portion of the Neighborhood owned by Declarant or Developer. For purposes of example only, and without limitation as to the types of amendment, supplement, or modification requiring Declarant and Developer consent pursuant to this Section 16.7(c), an amendment that (i) requires Association approval for the sale or transfer of an interest in a Site in whole or in part; (ii) modifies the assessment structure pertaining to any Site; or (iii) impairs, alters, or otherwise modifies construction, sales, or marketing activities (including placement, size, and design of signage, etc.), would each be considered an impairment to the marketability, viability, usability, or salability of the Neighborhood for which prior written consent of Declarant and Developer would be required.

4. Ratification. The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. Conflict. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. Effective Date. This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 2 day of November, 2011.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: Margaret A. Sisk
Printed Name: MARGARET A. SISK

Paul Erhardt
Paul Erhardt, Senior Vice-President,
Community Development & Operations

Signature: Ledia Metaj
Printed Name: LEDIA METAJ

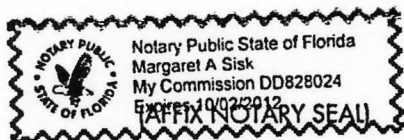
SEAL

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of November 2011, by Paul Erhardt, as Senior Vice-President, Community Development & Operations, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced as identification.

My Commission Expires: 10/02/2012

Margaret A. Sisk
(Signature)



Name: MARGARET A. SISK
(Legibly Printed)

Notary Public, State of Florida

DD 828024
(Commission Number, if any)

CONSENT OF MORTGAGEE
Regarding recordation of Second Amendment
to Declaration of Covenants, Conditions & Restrictions for Marsala at Tiburon

WILMINGTON TRUST N.A. (as successor by merger to Wilmington Trust FSB) ("*Wilmington*"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC**, ("*Mortgagor*") in favor of **Wilmington**, as Collateral Agent ("*Mortgagee*"), dated September 3, 2009 and recorded on September 9, 2009 in Book 4490, Page 724, as Instrument #4339700 in the Official Records of Collier County, Florida, (the foregoing as amended, restated or modified from time to time, the "*Mortgage*"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing Second Amendment to Declaration of Covenants, Conditions & Restrictions for Marsala at Tiburon attached hereto (the "*Second Amendment*"), hereby consents to Mortgagor subjecting the real property described in the Second Amendment to the provisions of the Second Amendment and agrees that the Second Amendment shall be binding upon the present and future owners of the real property covered by the Second Amendment. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Second Amendment nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

Dated this 25th, day of October, 2011.

Witnessed by:

Name: Adam Berman

Name: Joseph Clark

WILMINGTON TRUST N.A. (as successor by merger to Wilmington Trust FSB), as Collateral Agent under Mortgage

By:

Name: Boris Treyger
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 25th, day of October, 2011, by Boris Treyger as Vice President of Wilmington Trust, FSB, as Collateral Agent under the Mortgage. He is personally known to me.

(Notarial Seal)

My Commission Expires:

9-8-2013

Name: ELIZABETH WILMS
Commission No.: 01W6210977
Notary Public, State of New York
Qualified in Kings County
My Commission Expires September 8, 2013

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

INSTR 4922996 OR 4991 PG 1413
RECORDED 12/11/2013 1:44 PM PAGES 4
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC \$35.50

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
MARSALA AT TIBURON**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral action during this Class "B" Control Period; and

WHEREAS, Developer desires to amend the Declaration to provide for easements for encroachments, as more specifically provided hereinafter; and

WHEREAS, the Association joins in and consents to the recording of this amendment;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth hereinafter.

2. **Defined Terms.** All terms not specifically defined in this Amendment shall be interpreted as having the meaning set forth in the Declaration.

3. **Amendments to Declaration.**

3.1 Section 2.5 of the Declaration is hereby created to read as follows:

2.5 **Easements for Encroachments.**

(a) The Association is the holder of certain drainage easements pertaining to stormwater management on some, but not all, of the Sites in the Neighborhood, such easements having been created pursuant to that certain subdivision plat pertaining to the Neighborhood ("Association Drainage Easement Areas"). It has been determined that air conditioning equipment and underlying pads (collectively, "A/C System") and pool pumps, heaters pads and equipment (collectively,

"Pool System") for certain Sites has been or may have been placed and located within the Association Drainage Easement Areas prior to the effective date hereof. In order to ensure the continued use of such existing A/C Systems and Pool Systems for and by such Sites, and with the understanding that the existing A/C Systems and Pool Systems do not impair the use of the Association Drainage Easement Areas for drainage purposes, the Association hereby grants a perpetual, non-exclusive easement to permit the historic and future use of such existing A/C Systems and Pool Systems as are contained within the Association Drainage Easement Areas as of the date hereof. An A/C System and Pool System installed after the effective date of this provision shall be permitted to be located within the Association Drainage Easement Areas for a particular Site upon the execution of an encroachment easement agreement between the Association and the Owner of the Site, which agreement shall include, among other provisions, that the Association has determined that the placement of such A/C System or Pool System within the Association Drainage Easement Areas does not impair the use of the Association Drainage Easement Areas for drainage purposes. The provisions of this subsection (a) shall not be amended without a vote of not less than 75% of the total voting interests in the Association.

(b) Separate and apart from the provisions of subsection (a) above, each portion of a Site, any platted easements and the Common Properties are hereby subjected to a perpetual easement appurtenant to any adjoining Site to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Site, including, but not limited to, driveways, walkways, pavers and roof structures ("Structures") which overhang and encroach upon the servient Site, platted easement or the Common Properties, if any, provided that such structures were constructed by Declarant or the construction of such item is permitted and approved as elsewhere herein provided. The Owner of the Structure shall have the right, at all reasonable times, to enter the easement area in order to make full use of such item for its intended purposes and to maintain, repair and restore the Structure. Any damage or dislocation of or to plants or other landscaping on the servient Site, platted easement (or portion thereof) or the Common Properties caused to accommodate the use of this easement by the Owner of the dominant Site shall be restored to its earlier condition by such latter Owner.

4. **Ratification.** The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. **Conflict.** In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. **Effective Date.** This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 9th day of December, 2013.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: [Signature]

Printed Name: Nicole Swartz

[Signature]

Paul Erhardt, Senior Vice President

Signature: [Signature]

Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of December, 2013, by Paul Erhardt, as Senior Vice President, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

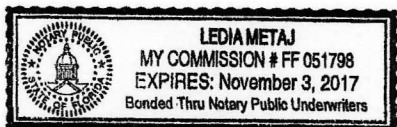
(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

Notary Public, State of Florida

#FF051798
(Commission Number, if any)



JOINDER AND CONSENT

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC., being the homeowners association referenced in that certain Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon as recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"), hereby joins in and consents to the terms and provisions contained in that certain Third Amendment to the Declaration to which this Joinder and Consent instrument is attached.

Dated this 9th day of December, 2013.

WITNESSES:

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.

Signature: [Signature]

Printed Name: Nicole Sweetz

BY: [Signature]

MaryJo LoCascio, President

Signature: [Signature]

Printed Name: LEDIA METAJ

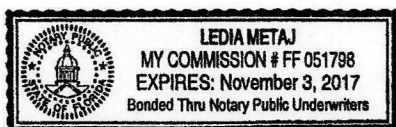
SEAL

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of December, 2013, by MaryJo LoCascio, as President, of MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC. She either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

Notary Public, State of Florida

FF051798
(Commission Number, if any)

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MARSALA AT TIBURON**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral action during this Class "B" Control Period; and

WHEREAS, Developer desires to amend the Declaration to, among other items, provide clarity regarding the Master Irrigation Distribution System (as defined below) that has been in practice since the recording of the Declaration and incorporation of the Association as more specifically provided hereinafter;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth hereinafter.

2. **Defined Terms.** All terms not specifically defined in this Amendment shall be interpreted as having the meaning set forth in the Declaration.

3. **Amendments to Declaration.**

3.1 Section 1.12 of the Declaration is hereby deleted and amended and restated as follows:

1.12 **"Common Properties"** shall mean and refer to any and all personal property, real property and improvements thereon, owned by, leased or dedicated to, or otherwise the responsibility of the Association, for the common use, enjoyment or benefit of the Members, and may include, without limitation, parks, recreation facilities, administrative facilities, environmental habitat and preservation areas, surface water management and drainage systems, the Master Irrigation Distribution System defined in Section 9.3 herein, entry gates and control systems, entrance ways, roads, landscaping on roadways and buffers

within and in the vicinity of the Neighborhood and any lakes located within or adjacent to the Neighborhood.

3.2 Section 4.4(d) of the Declaration is hereby deleted and amended and restated as follows:

(d) The Owner of a Site shall be responsible for maintaining and keeping in good working order the landscape irrigation system that serves the Owner's Site installed in or on the Owner's Site and adjacent right-of-way and areas between the property line of a Site and any abutting road or water's edge, except for any portion of the Association's Master Irrigation Distribution System defined in Section 9.3 herein, which shall be the obligation of the Association as provided for in said Section 9.3.

3.3 The third sentence of Section 9.2 is hereby deleted and amended and restated as follows:

"The Association shall further maintain, reconstruct, replace and refinish any roads, sidewalks, curbing and drainage facilities and any paved surfaces in the Common Properties."

3.4 The Declaration is hereby amended to add new Section 9.3 as follows:

9.3 Maintenance Obligation of Association-Irrigation. A master irrigation system consisting of shallow wells, lake storage, master pump station and controls and an approximately 4" by 8" in diameter distribution pipe with related wiring and controllers is contained within the Neighborhood and provides irrigation water to all Common Properties and Sites in the Neighborhood ("Master Irrigation Distribution System"). The Master Irrigation Distribution System is operated pursuant to South Florida Water Management District Consumptive Use Permit #11-01910-W, Application #130919-12. The Association shall be responsible for the operation, maintenance, repair and replacement of all components of the Master Irrigation Distribution System. The cost to operate, maintain, repair and replace the Master Irrigation Distribution System part of the Common Expenses.

4. **Ratification.** The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. **Conflict.** In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. **Effective Date:** This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 22 day of January, 2014.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: Margaret A. Sisk
Printed Name: MARGARET A. SISK

By: Paul Erhardt
Paul Erhardt, Senior Vice President

Signature: Ledia Metaj
Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22 day of January, 2014, by Paul Erhardt, as Senior Vice President, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced _____ as identification.

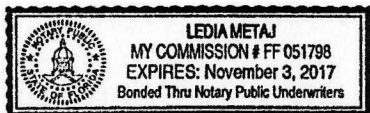
My Commission Expires:

Ledia Metaj
(Signature)
Name: LEDIA METAJ
(Legibly Printed)

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

FF 051798
(Commission Number, if any)



FIFTH AMENDMENT TO THE DECLARATION

RESOLUTION OF MARSALA AT TIBURON HOME OWNERS ASSOCIATION

WE HEREBY CERTIFY that we are the Officers of **MARSALA AT TIBURON HOME OWNERS ASSOCIATION** ("Marsala"), a Florida not-for-profit corporation, and as such officers, we are the keeper of the records and seal of the company; that the following is a true and correct copy of the resolutions adopted by two thirds of the Members as defined under the Declaration at a meeting held in Naples, Florida on the 24 day of June, 2015; and that such resolutions conform to the provisions of the Declaration.

WHEREAS, Marsala is desirous of amending the DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSALA AT TIBURON as follows:

16.7 Amendment. (a) During the Class "B" Control Period, this Declaration may be amended and/or supplemented by the Declarant with the consent of the Developer to the exclusion of any other person or entity for any purpose, including, but not limited to, imposing additional limitations on the Neighborhood, provided. After the Class "B" Control Period, this Declaration may be amended by a ~~two-thirds (2/3rds)~~ fifty-one percent (51%) affirmative vote of the Members.

NOW, THEREFORE, it is

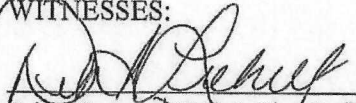
BE IT RESOLVED, that the Officers of this Corporation or their successors in office (the "Designees"), or any of them be and they hereby are authorized and empowered for and on behalf of and in the name of this Association, for such time, on such other terms and conditions as are deemed expedient by the Designee to take all actions, execute the **FIFTH AMENDMENT TO DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS &**

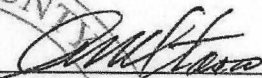
RESTRICTIONS FOR MARSALA AT TIBURON, and do all other things necessary to effectuate the amendment.

RESOLVED FURTHER, that the signatures of the designees shall be conclusive evidence of their authority to act on behalf of and in the name of the Association as provided herein.

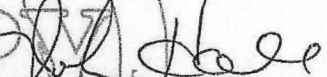
IN WITNESS WHEREOF, we have hereunto affixed our names as Officers of **MARSALA AT TIBURON HOME OWNERS ASSOCIATION**, a Florida not-for-profit corporation, this 24 day of June, 2015.

WITNESSES:

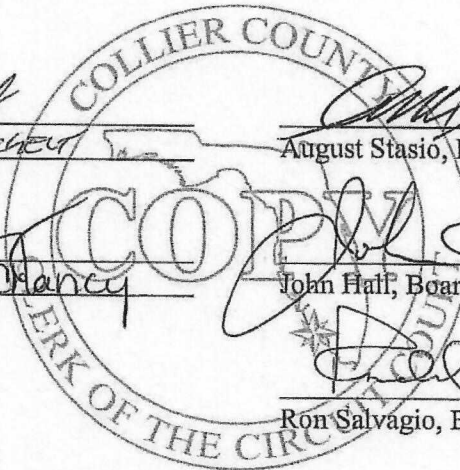

Print Name: Desmond Lecher


August Stasio, President


Print Name: Tonya Chancy


John Hall, Board Secretary


Ron Salvagio, Board Treasurer



STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by August Stasio, the President of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.

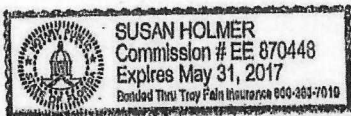


Susan Holmer
Print Name: SUSAN HOLMER
Notary Public

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by John Hall, the Board Secretary of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.

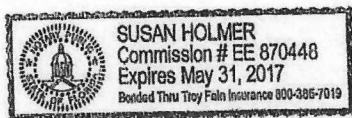


Susan Holmer
Print Name: SUSAN HOLMER
Notary Public

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by Ron Salvagio, the Board Treasurer of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.



Susan Holmer
Print Name: SUSAN HOLMER
Notary Public

(SEAL)

PREPARED BY AND TO BE RETURNED TO:

Nicole Swartz, Esq.
24301 Walden Center Dr.
Bonita Springs, FL 34134

FIRST AMENDMENT
TO
DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR
MARSALA AT TIBURON

THIS FIRST AMENDMENT TO DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc. ("Declarant").

WITNESSETH:

WHEREAS, the Declaration of Neighborhood Covenants, Conditions & Restrictions For Marsala at Tiburon was recorded on August 24, 2006, in Official Records Book 4094, Page 1788 in the Official Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Declarant is the successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc., the original Declarant and Developer under the Declaration; and

WHEREAS, two pages of the Articles of Incorporation attached to the Declaration as Exhibit "A" were mistakenly omitted from the Declaration at the time of recording and Declarant desires to amend the Declaration to correct said omission; and

WHEREAS, pursuant to Section 16.7 of the Declaration, the Declarant has the power to undertake the following Amendment without requirement for the consent of any owner or other party; and

NOW, THEREFORE, in consideration of the foregoing, Declarant declares the following:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated as if fully set forth here.

Amendment. Exhibit "A" to the Declaration is hereby deleted and amended and restated in the form attached as Exhibit "A" hereto.

2. **Severance**. Except as modified by this Amendment, the Declaration remains valid and in full force and effect.

3. **Conflict**. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

IN WITNESS WHEREOF, the undersigned, being Declarant, herein has caused this Amendment to be executed by its authorized officer and affixed its corporate seal as of this 3 day of March, 2011.

WITNESSES:

WCI Communities, LLC, a Delaware limited liability company

Name: Margaret A. Sisk
Print Name: MARGARET A. SISK

By: Paul Erhardt
Paul Erhardt, Vice President

(Corporate Seal)

Name: Leslie Metaj
Print Name: LESLIE METAJ

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3 day of March, 2011, by Paul Erhardt, as Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

Leslie Metaj
(Signature)

Name: LESLIE METAJ
(Legibly Printed or Typed)

Notary Public, State of Florida

00 928264
(Commission Number, if any)



CONSENT OF MORTGAGEE

Regarding recordation of First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions
for Marsala at Tiburon

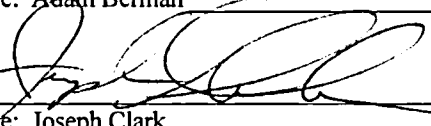
WILMINGTON TRUST, FSB ("Wilmington"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC, (Mortgagor)** in favor of **Wilmington**, as Collateral Agent ("**Mortgagee**"), dated September 3, 2009 and recorded on September 9, 2009 in Book 4490, Page 724, as Instrument #4339700 in the Official Records of Collier County, Florida, (the foregoing as amended, restated or modified from time to time, the "**Mortgage**"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing First Amendment to Declaration of Neighborhood Covenants, Conditions & Restrictions for Marsala at Tiburon attached hereto (the "**Declaration**"), hereby consents to Mortgagor subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

Dated this 8th, day of March, 2011.

Witnessed by:



Name: Adam Berman



Name: Joseph Clark

WILMINGTON TRUST, FSB, as Collateral Agent
under Mortgage

By:

Name: Boris Treyger
Title: Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 8th, day of March, 2011, by Boris Treyger as Vice President of Wilmington Trust, FSB, as Collateral Agent under the Mortgage. He is personally known to me.

(Notarial Seal)

My Commission Expires:

9-8-2013

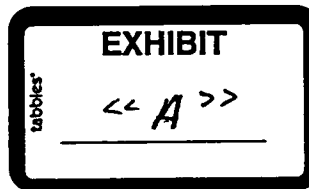
Name:

Commission No.

Notary Public, State of New York

Qualified in Kings County

My Commission Expires September 8, 2013



July 17, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.
24301 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

The Articles of Incorporation for MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC. were filed on July 14, 2006, and assigned document number N06000007515. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000180439.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Cynthia Blalock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 906A00045659

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION
OF
MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be **MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Neighborhood Association"), and its initial office for the transaction of its affairs shall be 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, and the initial Registered Agent is Vivien N. Hastings.

ARTICLE II: PURPOSES

This Neighborhood Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Neighborhood Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Neighborhood Association in furtherance of one or more of its purposes. The general purpose of this Neighborhood Association is to promote the common interests of the property owners in Marsala at Tiburon (hereinafter referred to as the "Neighborhood"), and the specific purpose is to perform the functions of the Neighborhood Association contemplated in the Declaration of Covenants, Conditions and Restrictions for the Neighborhood recorded in the public records of Collier County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Neighborhood Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges and Assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Neighborhood Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties; and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

Unless otherwise defined herein or the context expressly requires otherwise herein, the terms used herein shall have the meanings set forth in the Declaration.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a Member of the Neighborhood Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. A Homeowner of more than one Lot is entitled to membership for each Lot owned. No person other than a Homeowner may be a Member of the Neighborhood Association, and a membership in the Neighborhood Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Neighborhood Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Neighborhood Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Neighborhood Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots of the Neighborhood ("Homeowners") except the Declarant. All Class B memberships shall belong to the Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including the Declarant so long as such Declarant is a Homeowner. Subject to the provisions of Section A of this Article, Members, Class A or Class B, are entitled to cast one vote for each Lot owned. There shall be no cumulative voting for directors or any other matters.

Until such time as Class B membership is terminated, the Declarant shall be entitled to solely appoint all members of the Board. The Class B membership will terminate and convert automatically to Class A membership, and transfer of control of the Neighborhood Association for the Members other than the Declarant shall occur, upon the happening of any of the following, whichever occurs first:

(a) Three months after 90% of the Lots in all portions of the Neighborhood which are or may be ultimately subject to governance by the Neighborhood Association have been conveyed to third party Homeowners; or

(b) When the Declarant waives its rights to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of Collier County, Florida.

Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence. In the event the Corporation is dissolved, the Corporation shall ensure that the maintenance of the surface water management system is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator is as follows:

Michael D. Kaminer
24301 Walden Center Drive
Bonita Springs, Florida 34134

The rights and interests of the Incorporator shall automatically terminate when these Articles are filed with the Secretary of State of Florida.

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors of the Neighborhood Association from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws of the Neighborhood Association, and shall hold office until their respective successors are duly elected and qualified; provided, however, that the Declarant shall be entitled to solely appoint all members of the Board of Directors prior to transfer of control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Neighborhood Association, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Neighborhood Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be directors. Officers and directors must be Members of the Neighborhood Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Neighborhood Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Neighborhood Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily consent to the election of one director by the Class A Members after fifty percent (50%) of the Lots in the Neighborhood have been conveyed to Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

<u>Title</u>	<u>Identity</u>
President	Butch Stewart
Vice President	Sheila Terry
Secretary-Treasurer	Sylvia Keith

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Neighborhood Association shall be three (3) and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Butch Stewart	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sheila Terry	24301 Walden Center Drive Suite 300 Bonita Springs, Florida 34134
Sylvia Keith	2020 Clubhouse Drive Sun City Center, Florida 33573

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded only in accordance with amendment provisions contained in the By-Laws.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record entitled to vote thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lots in the Neighborhood, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Neighborhood Association is:

Vivien N. Hastings
24301 Walden Center Drive
Suite 300
Bonita Springs, Florida 34134

The above address is also the address of the registered office of the Neighborhood Association.

Michael D. Kaminer

Michael D. Kaminer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of July, 2006, by MICHAEL D. KAMINER, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires:

6/14/07

(AFFIX NOTARY SEAL)

Ann C. Roczeko

(Signature)

Name

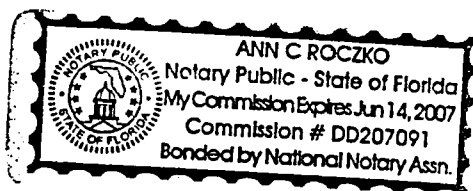
Ann C. Roczeko

(Legibly Printed)

Notary Public, State of Florida

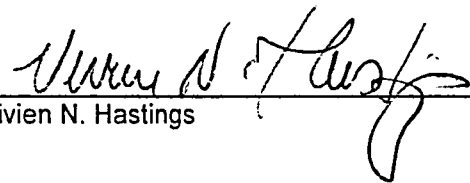
DD 207091

(Serial Number, if any)



ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Marsala at Tiburon Homeowners Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.


Vivien N. Hastings

PREPARED BY AND TO BE RETURNED TO:

Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR MARSALA AT TIBURON**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR MARSALA AT TIBURON** ("Amendment") is made by WCI Communities, LLC, a
Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as
successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was
recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier
County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is
authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral
action during this Class "B" Control Period; and

WHEREAS, Developer desires to (a) clarify the collection of overdue assessments following the
acquisition of title through foreclosure or a deed in lieu of foreclosure, and (b) modify the procedures for
amending the Declaration as to any amendment that would impair, alter, or otherwise modify the
marketability, viability, usability, or salability of any portion of the Neighborhood owned by Developer, as
more specifically provided hereinafter;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if
fully set forth hereinafter.

2. Defined Terms. All terms not specifically defined in this Amendment shall be interpreted
as having the meaning set forth in the Declaration.

3. Amendments to Declaration.

3.1 Section 7.1 of the Declaration is hereby amended to read as follows:

7.1 Creation of the Lien and Personal Obligation for
Assessments. The Developer and each Owner for each Site now or
hereafter owned by them subject to this Declaration hereby covenant, and
each successor Owner of any Site by acceptance of a deed therefor,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual Common Assessments for Common Expenses and (ii) Special Assessments, such Assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge upon and secured by a continuing lien upon the Site against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Site at the time when the assessment fell due. Subject to provisions of this Declaration protecting Purchase Money Mortgagees, including those in Section 8.6, the personal obligation for delinquent assessments shall pass to, and be assumed by, the successor(s)-in-title of such Owner.

3.2 Section 8.6 of the Declaration is hereby amended to read as follows:

8.6 Subordination of the Lien to Mortgages.

(a) The lien securing the assessments provided for herein shall be subordinate to the lien held by any Purchase Money Mortgagee made in good faith and for value and recorded prior to the date on which a Claim, pursuant to such lien is recorded. ~~The Subject to the conditions set forth in this Section 8.6, the sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of~~

(b) If any Purchase Money Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent Purchase Money Mortgagee (the "Acquiring Party") obtains title to any Residential Unit or Site as a result of either (a) pursuant to the foreclosure of a recorded first mortgage or (b) a deed in lieu thereof of foreclosure of a recorded first mortgage held by a Purchase Money Mortgagee an Acquiring Party, that Acquiring Party shall, to the extent permitted by law, take title to such Residential Unit or Site free and clear of any claims of unpaid assessments or charges due to the Association against such Residential Unit or Site that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party or (ii) the date on which the Acquiring Party comes into possession of the Residential Unit or Site, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no

(c) No sale or transfer shall relieve such a Residential Unit or Site (i) from liability for any installments of assessments thereafter becoming due following the sale or transfer of the Residential Unit or Site, or (ii) from the lien thereof that Residential Unit or Site following such sale or transfer.

(d) Notwithstanding anything herein to the contrary, the provisions of this Section 8.6 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any

preexisting rights of the lender (or its successors or assigns) of either the Developer or Declarant.

3.3 Section 16.7 of the Declaration is hereby amended to read as follows:

16.7 Amendment.

(a) During the Class "B" Control Period, this Declaration may be amended and/or supplemented by the Declarant with the consent of the Developer to the exclusion of any other person or entity for any purpose, including, but not limited to, imposing additional limitations on the Neighborhood, provided, After the Class "B" Control Period, this Declaration may be amended by a two-thirds (2/3rds) affirmative vote of the Members.

(b) Notwithstanding any provisions of this Section 16.7 to the contrary, however, that no such amendment or supplement shall be permitted which has a material adverse effect upon substantial rights of an Owner or Purchase Money Mortgagee. After the Class "B" Control Period, this Declaration may be amended by a two-thirds (2/3rds) affirmative vote of the Members

(c) Notwithstanding any provisions of this Section 16.7 to the contrary, for so long as Declarant or Developer owns any portion of the Neighborhood, no amendment, supplement, or modification to this Declaration will be effective without the prior written consent of Declarant and Developer if that amendment, supplement, or modification, in Declarant's and/or Developer's opinion, impairs, alters, or otherwise modifies, in whole or in part, the marketability, viability, usability, or salability of any portion of the Neighborhood owned by Declarant or Developer. For purposes of example only, and without limitation as to the types of amendment, supplement, or modification requiring Declarant and Developer consent pursuant to this Section 16.7(c), an amendment that (i) requires Association approval for the sale or transfer of an interest in a Site in whole or in part; (ii) modifies the assessment structure pertaining to any Site; or (iii) impairs, alters, or otherwise modifies construction, sales, or marketing activities (including placement, size, and design of signage, etc.), would each be considered an impairment to the marketability, viability, usability, or salability of the Neighborhood for which prior written consent of Declarant and Developer would be required.

4. Ratification. The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. Conflict. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. Effective Date. This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 2 day of November, 2011.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: Margaret A. Sisk
 Printed Name: MARGARET A. SISK

Paul Erhardt
 Paul Erhardt, Senior Vice-President,
 Community Development & Operations

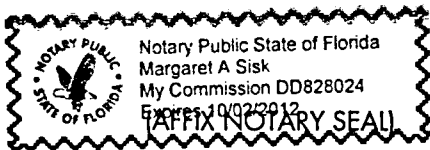
Signature: Ledia Metaj
 Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
 COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of November 2011, by Paul Erhardt, as Senior Vice-President, Community Development & Operations, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires: 10/02/2012



Margaret A. Sisk
 (Signature)

Name: MARGARET A. SISK
 (Legibly Printed)

Notary Public, State of Florida

DD 828024
 (Commission Number, if any)

CONSENT OF MORTGAGEE

Regarding recordation of Second Amendment
to Declaration of Covenants, Conditions & Restrictions for Marsala at Tiburon

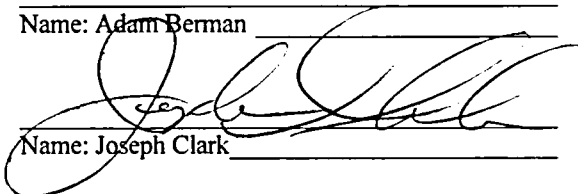
WILMINGTON TRUST N.A. (as successor by merger to Wilmington Trust FSB) ("*Wilmington*"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC**, ("*Mortgagor*") in favor of **Wilmington**, as Collateral Agent ("*Mortgagee*"), dated September 3, 2009 and recorded on September 9, 2009 in Book 4490, Page 724, as Instrument #4339700 in the Official Records of Collier County, Florida, (the foregoing as amended, restated or modified from time to time, the "*Mortgage*"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing Second Amendment to Declaration of Covenants, Conditions & Restrictions for Marsala at Tiburon attached hereto (the "*Second Amendment*"), hereby consents to Mortgagor subjecting the real property described in the Second Amendment to the provisions of the Second Amendment and agrees that the Second Amendment shall be binding upon the present and future owners of the real property covered by the Second Amendment. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Mortgagor under the Second Amendment nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

Dated this 25th, day of October, 2011.

Witnessed by:



Name: Adam Berman



Name: Joseph Clark

WILMINGTON TRUST N.A. (as successor by merger to Wilmington Trust FSB), as Collateral Agent under Mortgage

By:

Name: Boris Treyger

Title: Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 25th, day of October, 2011, by Boris Treyger as Vice President of Wilmington Trust, FSB, as Collateral Agent under the Mortgage. He is personally known to me.

(Notarial Seal)

My Commission Expires: 9-8-2013

Name:

ELIZABETH WILMS

Commission No.:

Notary Public, State of New York

No. 01W6210977

Qualified in Kings County

My Commission Expires September 8, 2013

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
MARSALA AT TIBURON**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral action during this Class "B" Control Period; and

WHEREAS, Developer desires to amend the Declaration to provide for easements for encroachments, as more specifically provided hereinafter; and

WHEREAS, the Association joins in and consents to the recording of this amendment;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth hereinafter.

2. **Defined Terms.** All terms not specifically defined in this Amendment shall be interpreted as having the meaning set forth in the Declaration.

3. **Amendments to Declaration.**

3.1 Section 2.5 of the Declaration is hereby created to read as follows:

2.5 **Easements for Encroachments.**

(a) The Association is the holder of certain drainage easements pertaining to stormwater management on some, but not all, of the Sites in the Neighborhood, such easements having been created pursuant to that certain subdivision plat pertaining to the Neighborhood ("Association Drainage Easement Areas"). It has been determined that air conditioning equipment and underlying pads (collectively, "A/C System") and pool pumps, heaters pads and equipment (collectively,

"Pool System") for certain Sites has been or may have been placed and located within the Association Drainage Easement Areas prior to the effective date hereof. In order to ensure the continued use of such existing A/C Systems and Pool Systems for and by such Sites, and with the understanding that the existing A/C Systems and Pool Systems do not impair the use of the Association Drainage Easement Areas for drainage purposes, the Association hereby grants a perpetual, non-exclusive easement to permit the historic and future use of such existing A/C Systems and Pool Systems as are contained within the Association Drainage Easement Areas as of the date hereof. An A/C System and Pool System installed after the effective date of this provision shall be permitted to be located within the Association Drainage Easement Areas for a particular Site upon the execution of an encroachment easement agreement between the Association and the Owner of the Site, which agreement shall include, among other provisions, that the Association has determined that the placement of such A/C System or Pool System within the Association Drainage Easement Areas does not impair the use of the Association Drainage Easement Areas for drainage purposes. The provisions of this subsection (a) shall not be amended without a vote of not less than 75% of the total voting interests in the Association.

(b) Separate and apart from the provisions of subsection (a) above, each portion of a Site, any platted easements and the Common Properties are hereby subjected to a perpetual easement appurtenant to any adjoining Site to permit the use, construction, existence, maintenance, repair and restoration of structures, located on such adjoining Site, including, but not limited to, driveways, walkways, pavers and roof structures ("Structures") which overhang and encroach upon the servient Site, platted easement or the Common Properties, if any, provided that such structures were constructed by Declarant or the construction of such item is permitted and approved as elsewhere herein provided. The Owner of the Structure shall have the right, at all reasonable times, to enter the easement area in order to make full use of such item for its intended purposes and to maintain, repair and restore the Structure. Any damage or dislocation of or to plants or other landscaping on the servient Site, platted easement (or portion thereof) or the Common Properties caused to accommodate the use of this easement by the Owner of the dominant Site shall be restored to its earlier condition by such latter Owner.

4. **Ratification.** The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. **Conflict.** In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. **Effective Date.** This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 9th day of December, 2013.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: [Signature]
Printed Name: NICOLAS SWANTZ

[Signature]
Paul Erhardt, Senior Vice President

Signature: [Signature]
Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of December, 2013, by Paul Erhardt, as Senior Vice President, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

[Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

Notary Public, State of Florida

(AFFIX NOTARY SEAL)

#FF051798
(Commission Number, if any)



JOINDER AND CONSENT

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC., being the homeowners association referenced in that certain Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon as recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"), hereby joins in and consents to the terms and provisions contained in that certain Third Amendment to the Declaration to which this Joinder and Consent instrument is attached.

Dated this 9th day of December, 2013.

WITNESSES:

MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.

Signature: [Signature]
Printed Name: Nicole Swartz

BY: [Signature]
MaryJo LoCascio, President

Signature: [Signature]
Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of December, 2013, by MaryJo LoCascio, as President, of MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC. She either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

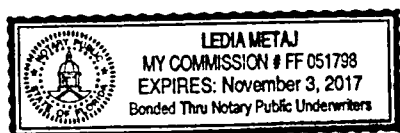
[Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

Notary Public, State of Florida

(AFFIX NOTARY SEAL)

FF051798
(Commission Number, if any)



PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MARSALA AT TIBURON**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARSALA AT TIBURON ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI" or "Developer"), as successor in interest to WCI Communities, Inc.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Marsala at Tiburon was recorded on March 24, 2006, in Official Records Book 4094, Page 1788, public records of Collier County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, WCI is the Developer and the Declarant under the Declaration, and as such, WCI is authorized by Section 16.7 of the Declaration to amend the Declaration through its sole and unilateral action during this Class "B" Control Period; and

WHEREAS, Developer desires to amend the Declaration to, among other items, provide clarity regarding the Master Irrigation Distribution System (as defined below) that has been in practice since the recording of the Declaration and incorporation of the Association as more specifically provided hereinafter;

NOW, THEREFORE, in consideration of the foregoing, WCI declares the following:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth hereinafter.

2. **Defined Terms.** All terms not specifically defined in this Amendment shall be interpreted as having the meaning set forth in the Declaration.

3. **Amendments to Declaration.**

3.1 Section 1.12 of the Declaration is hereby deleted and amended and restated as follows:

1.12 **"Common Properties"** shall mean and refer to any and all personal property, real property and improvements thereon, owned by, leased or dedicated to, or otherwise the responsibility of the Association, for the common use, enjoyment or benefit of the Members, and may include, without limitation, parks, recreation facilities, administrative facilities, environmental habitat and preservation areas, surface water management and drainage systems, the Master Irrigation Distribution System defined in Section 9.3 herein, entry gates and control systems, entrance ways, roads, landscaping on roadways and buffers

within and in the vicinity of the Neighborhood and any lakes located within or adjacent to the Neighborhood.

3.2 Section 4.4(d) of the Declaration is hereby deleted and amended and restated as follows:

(d) The Owner of a Site shall be responsible for maintaining and keeping in good working order the landscape irrigation system that serves the Owner's Site installed in or on the Owner's Site and adjacent right-of-way and areas between the property line of a Site and any abutting road or water's edge, except for any portion of the Association's Master Irrigation Distribution System defined in Section 9.3 herein, which shall be the obligation of the Association as provided for in said Section 9.3.

3.3 The third sentence of Section 9.2 is hereby deleted and amended and restated as follows:

"The Association shall further maintain, reconstruct, replace and refinish any roads, sidewalks, curbing and drainage facilities and any paved surfaces in the Common Properties."

3.4 The Declaration is hereby amended to add new Section 9.3 as follows:

9.3 Maintenance Obligation of Association-Irrigation. A master irrigation system consisting of shallow wells, lake storage, master pump station and controls and an approximately 4" by 8" in diameter distribution pipe with related wiring and controllers is contained within the Neighborhood and provides irrigation water to all Common Properties and Sites in the Neighborhood ("Master Irrigation Distribution System"). The Master Irrigation Distribution System is operated pursuant to South Florida Water Management District Consumptive Use Permit #11-01910-W, Application #130919-12. The Association shall be responsible for the operation, maintenance, repair and replacement of all components of the Master Irrigation Distribution System. The cost to operate, maintain, repair and replace the Master Irrigation Distribution System part of the Common Expenses.

4. Ratification. The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. Conflict. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. Effective Date: This Amendment is effective upon the date it is recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, WCI, as Developer and Declarant under the Declaration, has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment, on this 22 day of January, 2014.

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature: Margaret A. Sisk
Printed Name: MARGARET A. SISK

By: Paul Erhardt
Paul Erhardt, Senior Vice President

Signature: Ledia Metaj
Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22 day of January, 2014, by Paul Erhardt, as Senior Vice President, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. He either ☒ is personally known to me or ☐ has produced _____ as identification.

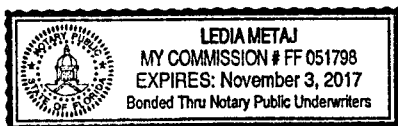
My Commission Expires:

Ledia Metaj
(Signature)
Name: LEDIA METAJ
(Legibly Printed)

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

FF 051798
(Commission Number, if any)



FIFTH AMENDMENT TO THE DECLARATION

RESOLUTION OF MARSALA AT TIBURON HOME OWNERS ASSOCIATION

WE HEREBY CERTIFY that we are the Officers of **MARSALA AT TIBURON HOME OWNERS ASSOCIATION** ("Marsala"), a Florida not-for-profit corporation, and as such officers, we are the keeper of the records and seal of the company; that the following is a true and correct copy of the resolutions adopted by two thirds of the Members as defined under the Declaration at a meeting held in Naples, Florida on the 24 day of June, 2015; and that such resolutions conform to the provisions of the Declaration.

WHEREAS, Marsala is desirous of amending the DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSALA AT TIBURON as follows:

16.7 Amendment. (a) During the Class "B" Control Period, this Declaration may be amended and/or supplemented by the Declarant with the consent of the Developer to the exclusion of any other person or entity for any purpose, including, but not limited to, imposing additional limitations on the Neighborhood, provided. After the Class "B" Control Period, this Declaration may be amended by a ~~two-thirds (2/3rds)~~ fifty-one percent (51%) affirmative vote of the Members.

NOW, THEREFORE, it is

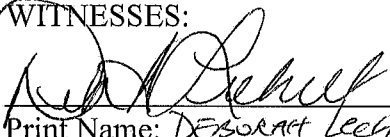
BE IT RESOLVED, that the Officers of this Corporation or their successors in office (the "Designees"), or any of them be and they hereby are authorized and empowered for and on behalf of and in the name of this Association, for such time, on such other terms and conditions as are deemed expedient by the Designee to take all actions, execute the **FIFTH AMENDMENT TO DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS &**

RESTRICTIONS FOR MARSALA AT TIBURON, and do all other things necessary to effectuate the amendment.

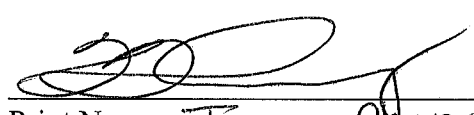
RESOLVED FURTHER, that the signatures of the designees shall be conclusive evidence of their authority to act on behalf of and in the name of the Association as provided herein.

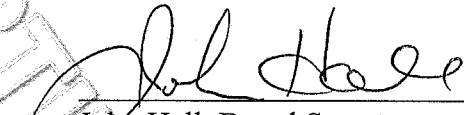
IN WITNESS WHEREOF, we have hereunto affixed our names as Officers of **MARSALA AT TIBURON HOME OWNERS ASSOCIATION**, a Florida not-for-profit corporation, this 24 day of JUNE, 2015.

WITNESSES:


Print Name: Desorath Leche


August Stasio, President


Print Name: Tonya Crancy


John Hall, Board Secretary


Ron Salvagio, Board Treasurer

STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by August Stasio, the President of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.



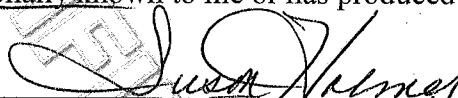
Print Name: SUSAN HOLMER
Notary Public

(SEAL)



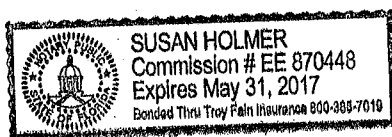
STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by John Hall, the Board Secretary of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.



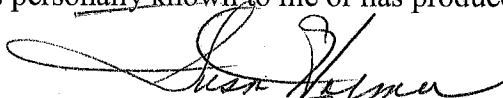
Print Name: SUSAN HOLMER
Notary Public

(SEAL)



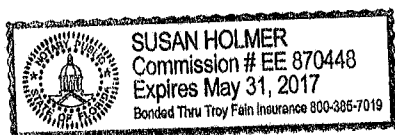
STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged before me this 24 day of JUNE, 2015, by Ron Salvagio, the Board Treasurer of Marsala at Tiburon Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. Such person is personally known to me or has produced _____ as identification.



Print Name: SUSAN HOLMER
Notary Public

(SEAL)



Prepared by:
Steven J. Adamczyk, Esq.
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
(239) 331-5100

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MARSALA AT TIBURON**

AND

**BY-LAWS OF
MARSALA AT TIBURON HOMEOWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Declaration of Neighborhood Covenants and Restrictions for Marsala at Tiburon and amendments to the By-laws of Marsala at Tiburon Homeowners Association, Inc., were duly adopted by the Association membership at the duly noticed Members Meeting of the Association on the 11th day of April, 2017. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions and By-laws for Marsala at Tiburon, including the legal description of the Collier County, Florida real property subject to this amendment were recorded at Official Records Book 4094 Page 1788, et seq, of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

AMENDMENT TO DECLARATION

1. Article 1, Sections 1.19 and 1.20 of the Declaration are hereby deleted in their entirety and replaced with the following Sections 1.19 and 1.20 as follows:

1.19 "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation, By-laws and rules, regulations and resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as stated in the foregoing sentence.

1.20 "Individual Assessment" shall mean a charge against a particular Owner and his Residential Unit necessary to reimburse the Association for costs in bringing the Owner and his

Residential Unit into compliance with the provisions of the Governing Documents and may be levied on a non-uniform basis as provided for in this Declaration.

2. Article 7, Sections 7.1 and 7.6 of the Declaration are hereby amended as follows:

7.1 Creation of the Lien and Personal Obligation for Assessments. The Developer and each Owner for each Site now or hereafter owned by them subject to this Declaration hereby covenant, and each successor Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual Common Assessments for Common Expenses; ~~and~~ (ii) Special Assessments, such Assessments to be established and collected as hereinafter provided. Such assessments; ~~and~~ (iii) any charge properly charged and levied against an individual Site without participation from other Owners ("Individual Assessment"), together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge upon and secured by a continuing lien upon the Site against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Site at the time when the assessment fell due. ~~Subject to provisions of this Declaration protecting Purchase Money Mortgagees, including those in Section 8.6, Except as otherwise provided herein,~~ the personal obligation for delinquent assessments shall pass to, and be assumed by, the successor(s)-in-title of such Owner.

[Sections 7.2 through 7.5 remain unchanged]

7.6 Damage to Common Properties by Owners. Any of the foregoing maintenance, repairs or replacements within the Common Properties which arise out of or is caused by the willful or negligent act of an Owner, such Owner's family, guests or invitees shall be done at such Owner's expense as an Individual Assessment against ~~or a Special Assessment therefor shall be made solely against~~ such Owner's Site.

3. Article 8, Section 8.6 of the Declaration is hereby amended as follows:

8.6 Subordination of the Lien to Mortgages. Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Site as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be liable for the share of common expenses or assessments attributable to the Site, or to the former owner of the Site, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes. 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. All other persons or entities acquiring title to a Site as the result of a foreclosure or other court ordered sale shall be obligated to pay all past due assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No owner or acquirer of title to a Site 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.

~~(a) — The lien securing the assessments provided for herein shall be subordinate to the lien held by any Purchase Money Mortgage made in good faith and for value and recorded prior to the date on which a Claim, pursuant to such lien is recorded. Subject to the conditions set forth in this Section 8.6, the sale or transfer of any Site shall not affect the assessment lien.~~

~~(b) — If any Purchase Money Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent Purchase Money Mortgagee (the "Acquiring Party") obtains title to any Residential Unit or Site as a result of either (a) foreclosure of a recorded first mortgage or (b) a deed in lieu of foreclosure of a recorded first mortgage held by an Acquiring Party, that Acquiring Party shall, to the extent permitted by law, take title to such Residential Unit or Site free and clear of any claims of unpaid assessments or charges due to the Association against such Residential Unit or Site that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party or (ii) the date on which the Acquiring Party comes into possession of the Residential Unit or Site.~~

~~(c) — No sale or transfer shall relieve a Residential Unit or Site (i) from liability for any installments of assessments becoming due following the sale or transfer of the Residential Unit or Site, or (ii) from the lien of that Residential Unit or Site following such sale or transfer.~~

~~(d) — Notwithstanding anything herein to the contrary, the provisions of this Section 8.6 may not be interpreted or applied in a manner that impairs or otherwise diminishes in any manner, any preexisting rights of the lender (or its successors or assigns) of either the Developer or Declarant.~~

AMENDMENT TO BY-LAWS

1. Article 4, Section 4.1 of the By-laws is hereby amended as follows:

4.1 Number of Directors and Terms of Service.

The Association shall be governed by the Board initially consisting of ~~five (5)~~ three (3) Directors. ~~After relinquishment of Director control (turnover), the Board may be composed of any odd number of Directors from three (3) to nine (9). The term of each Director shall be two (2) years. The Directors of the Association shall employ a system of staggered terms for the continuity of knowledge and experience on the Board. have a fiduciary relationship to the Members. At the next annual members meeting a majority of directors shall be elected for a two (2) year term, and the remaining director(s) shall be elected for a one (1) year term. Thereafter, the director's term will have staggered terms of service. The staggered term of each Director will end at the annual meeting at which time, his or her successor is duly elected, unless a sooner resignation occurs, or until the director is removed in the manner elsewhere provided.~~

2. Article 4, Section 4.2 of the By-laws is hereby amended as follows:

4.2 Selection of Directors. Each Director must be a Site owner or the spouse of a Site owner. In the case of a Site owned by a corporation, any officer is eligible for election to the Board of Directors. If a Site is owned by a partnership, any partner is eligible to be a Director. If a Site is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Site is eligible to be elected to the Board of Directors. All Members of the Association shall be eligible to serve on the Board, and a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held. The Directors must be elected by a plurality of the votes cast by the eligible voters.

3. Article 6, Section 6.4(A) of the By-laws is hereby amended as follows:

6.4 Collection of Assessments. The Board shall be authorized to adopt and promulgate rules and regulations for the collection of all assessments, and the determination and collection of assessments against the Members shall be subject to the following provisions:

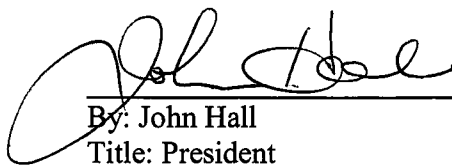
A. Late Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments and installments thereof paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge of \$2.00 per day up to a maximum of \$20.00 for any sums not paid within ten (10) days of the date due. The Association has a lien on each Residential Unit and/or Site for any unpaid Assessments of such Residential Unit and/or Site with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association's lien for unpaid charges, assessments and all other amounts 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 relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. The lien is effective as of the date of the recording of the Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of Collier County, Florida, stating the description of the Residential Unit and/or Site, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

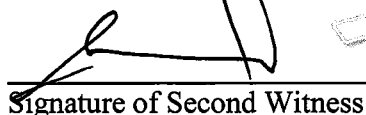
WITNESSES

MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.,
A Florida not for profit corporation


Signature of First Witness

J. David Lewis
(Printed Name of First Witness)


By: John Hall
Title: President


Signature of Second Witness

Gregory Sward
(Printed Name of Second Witness)

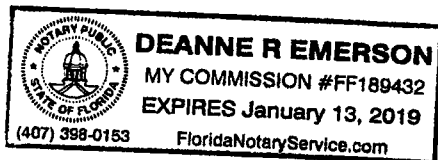
STATE OF Florida

COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Hall, as President of Marsala at Tiburon Homeowners Association, Inc., who is personally known to me or has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 2017.

(NOTARY STAMP/SEAL)



 (SEAL)
Notary Public for the State of Florida
Print Name: Deanne R Emerson
My Commission Expires: 1/13/19

Prepared by:
Steven J. Adamczyk, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, 1st Floor
Naples, Florida 34109

**SEVENTH CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARSALA AT TIBURON
AND
FIFTH AMENDMENT
TO
THE BY-LAWS OF MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the following Amendment to the Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon and Amendment to the By-laws of Marsala at Tiburon Homeowners Association, Inc., were duly adopted by the Association membership at the duly noticed Members Meeting of the Association on the 26th day of October, 2017. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon and By-laws of Marsala at Tiburon Homeowners Association, Inc., including the legal description of the Collier County, Florida real property subject to this amendment were recorded at Official Records Book 4094, Page 1788, et seq, of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

AMENDMENT TO DECLARATION

Article IV, Section 4.12 of the Declaration is hereby amended as follows:

4.12 ~~Lease. Except as otherwise permitted by the Developer with regard to Residential Units owned by the Developer, No~~ lease or rental of a Residential Unit may be for a period of less than 30 consecutive days, and no more than 3 leases in any 12 month period shall be permitted. ~~No Owner of a Residential Unit may lease or rent a Residential Unit if delinquent in the payment of any assessments. If all assessments are paid up to date, an Owner of a Residential Unit may rent or lease a Residential Unit without further approval in accordance with the terms of the form of lease approved by the Association and subject to the limitations set forth above. However, the Owner renting or leasing a Residential Unit shall promptly notify the Association and/or any management firm engaged by the Association or Declarant of each renter and the term of such rental or lease~~

~~and each such renter shall be subject to and required to comply with the terms of this Declaration and the Governing Documents. The sub-leasing or sub-renting of an Owner's interest in a Residential Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice that a substantially uniform form of lease and/or lease addendum be used by all Owners. Only entire Residential Units may be leased or rented, no individual rooms may be rented and no transient tenants may be accommodated. No Residential Unit shall be occupied, operated, used or sold on a "time-share", fractional ownership, interval ownership or vacation club destination basis or pursuant to any other revolving ownership scheme or plan. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.~~

(a) Approval Requirements. An Owner intending to lease his Residential Unit shall provide written notice of his intention to the Association at least 20 days prior to the first day of occupancy, together with a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a criminal background reports. Upon receipt, the Board or its designee shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the lease is neither timely approved nor disapproved, the lease shall be deemed approved. The Board may delegate its authority to approve or disapprove a lease to a committee, a single officer, or the community association manager. The Board of Directors may adopt, in its reasonable discretion, a resolution establishing good cause to disapprove a lease. All renewal leases shall be subject to the approval requirements set forth herein. No subleasing or assignment of lease rights by the lessee is allowed.

(b) 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 Residential Unit 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 oral or written, and whether specifically expressed in such agreement or not.

(c) Fees and Deposits for the Lease of Homes. Whenever herein the Board's approval is required to allow the lease of a home, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require a security deposit to protect against damage to the Common Area or association property.

(d) Unapproved Leases. Any lease of a Residential Unit not approved pursuant to this Section shall be void and unenforceable unless subsequently approved by the Board.

Article IV, Section 4.16 of the Declaration is hereby created in its entirety as follows:

4.16 Electronic Surveillance. The Association shall have the right, but not the obligation, to install video cameras on the Common Properties and Owners shall have the right, but

not the obligation, to install video cameras on the Owner's Site, for security and safety purposes and as permitted by the Design Guidelines, provided that such surveillance by the Association or by Owners does not unreasonably interfere with the privacy of any Owner and/or occupant in the Board's discretion. No video camera installed by the Association or by an Owner shall capture or be pointed directly at any other home.

Article IX, Section 9.1 of the Declaration is hereby amended as follows:

9.1 Maintenance Obligations of Owners. Except as provided in Section 9.2 below, it shall be the duty of the Owners of Sites, at each such Owner's sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition, in accordance with community standards, which shall be at the sole discretion of the Board. ~~In the event any Owner shall permit any improvement, which it is such Owner's responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Association shall have the right, but not the duty or obligation, upon fifteen (15) days' prior written notice to the appropriate Owner(s), to correct such condition and to enter upon such property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to such Owner(s). Such costs shall be a Special Assessment and shall create a lien upon all of the Sites affected therein, enforceable in the same manner as other assessments as set forth in this Declaration. Such Owner(s) shall promptly pay for such work and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by such Owner(s) as Common Assessments. No Owner shall take any action which increases the maintenance responsibility of the Association, causes the Association's insurance premiums to increase or interferes with the Association's maintenance or operational responsibilities. If any Owner fails to perform said Owner's maintenance, repair and replacement responsibilities imposed by this Section 9.1, the Association may, but is not obligated to perform said responsibilities. Any expenses so incurred by the Association shall be billed directly to the Owner of the Site to which such services are provided, and shall be an Individual Assessment, secured by a lien against the Site and enforceable in the same manner as other assessments as set forth in this Declaration. Prior to such performance by the Association, the Association shall provide fifteen (15) days' written notice to the Owner of its intent to do so and shall afford the Owner an opportunity to cure the non-performance, except when such performance by the Association is necessary due to an emergency, in its discretion. The Association shall have the right to enter upon a Site to carry out its performance functions and same shall not constitute a trespass. The Association shall not be liable for any reasonable action taken under this Section and each Owner agrees on said Owner's behalf and on behalf of his or her family members and guests to hold the Association harmless from any such action.~~

Article XII, Section 12.4 of the Declaration is hereby amended as follows:

12.4 Approvals. The DRC may, in its reasonable discretion, grant, grant with conditions, withhold or deny its consent. All consents, approvals and permissions, which are required by the

DRC in this Declaration must be in writing and must be given before the commencement of the activity for which such consent, etc. is required. The approval of the DRC of any proposals, plans and specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent. Nor shall the failure or delay of DRC to object to any exterior modifications, alterations, repairs or reconstruction which were done without DRC's consent constitute a waiver of any right to consent to any similar activities in the future.

The Board may, but shall not be required to, adopt a policy and procedure for an appeal of any decision of the DRC which may include, without limitation, timeliness and scope of review.

Article XII, 12.5 of the Declaration is hereby amended as follows:

12.5 Variances. The ~~DRC Board~~ may authorize variances from compliance with any of its standard and procedures when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Board from denying a variance in other circumstances.

AMENDMENT TO BY-LAWS

Section 3.3(F) of the By-laws is hereby amended as follows:

... F. Proxy Votes. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and 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 at least forty eight (48) hours before the appointed time of the meeting or adjournment thereof.~~ Holders of proxies need not be Members. 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.

Section 13.3 of the By-laws is hereby amended as follows:

13.3 Vote Required. Except as otherwise provided, these By-laws may be amended by ~~concurrence of at least a fifty-one (51%) affirmative vote of the Members of the Voting Interests at any meeting called for that purpose.~~ The text of any proposed amendment shall be contained in the notice of such meeting. Prior to turnover, amendments may be only adopted by Directors.

Article 14 of the By-laws is hereby amended as follows:

14. COMPLIANCE AND DEFAULT; REMEDIES. ~~In addition to any other remedies provided by law, pursuant to Section 617.305(2) Florida Statutes, the Board may levy reasonable fines against Members or against Associations whose Owners commit violations or the rules and regulations, or condone such violations by their family Members, guests, tenants or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed \$50.00 per violation.~~ In addition to the remedies provided in the Declaration and by law, the following shall apply.

14.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against Members, or Members' tenants or guests, or both, who commit violations of Chapters 617 or 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. The Board is further permitted to adopt an approved schedule of fines which shall serve as a formal recommendation for consideration by the committee pursuant to Section 14.1 (B) below. Fines shall be secured by a lien on the Owner's Site. Suspensions of the use of Common Properties, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights 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 short statement of the specific facts giving rise to the alleged violation(s); and
- (3) 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 suspensions 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.

14.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure to pay Assessments or other monetary obligations when due.

WITNESSES

**MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.,
A Florida not for profit corporation**

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

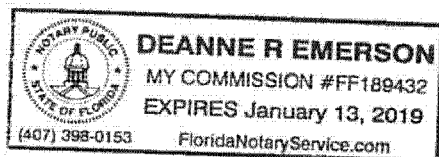
By: John Hall
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

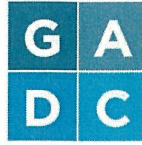
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Hall, as President of Marsala at Tiburon Homeowners Association, Inc., who is personally known to me or has produced his Driver License as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of November, 2017.

(NOTARY STAMP/SEAL)



Deanne R. Emerson (SEAL)
Notary Public for the State of Florida
Print Name: Deanne R Emerson
My Commission Expires: 1/13/2019



GOEDE / ADAMCZYK / DEBOEST / CROSS
ATTORNEYS AND PROFESSIONAL COUNSEL

INFO@GADCLAW.COM / WWW.GADCLAW.COM

January 31, 2020

Sent Via Regular U.S. Mail

Board of Directors
Marsala at Tiburon Homeowner's Association, Inc.
c/o Dorrill Management Group
Attn: Neil Dorrill
5672 Strand Court, Ste. 1
Naples FL 34110

**RE: Marsala at Tiburon Homeowner's Association, Inc.
Original and Recorded Certificate of Amendment**

Dear Board,

I am pleased to enclose the original and recorded copy of the Certificate of Amendment to the Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon and the Bylaws of Marsala at Tiburon Homeowner's Association, Inc. The Certificate of Amendment was recorded on January 31, 2020 at Official Records Book 5722, Page 1790, Instrument No. 5822627 in the Official Records of Collier County, Florida. The original and recorded copy should be kept with the Association's official records for safekeeping.

Thank you for entrusting Goede, Adamczyk, DeBoest & Cross, PLLC in assisting you with this matter. Should you have any questions, please do not hesitate to contact me or my Assistant, Katie Zahn, at (239) 331-5100 ext. 125.

Very truly yours,
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC.

Steven J. Adamczyk, Esq.
For the Firm

SJA
Enclosures: as stated above

Prepared by:
Steven J. Adamczyk, Esq.
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC
6609 Willow Park Drive
Naples, Florida 34109
(239) 331-5100

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MARSALA AT TIBURON**

I HEREBY CERTIFY that the following amendment to the Declaration of Neighborhood Covenants and Restrictions for Marsala at Tiburon were duly adopted by the Association membership at the duly noticed Meeting of the Members of the Association on the 21st day of January 2020. Said amendment was approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for Marsala at Tiburon, including the legal description of the Collier County, Florida real property subject to this amendment were recorded at Official Records Book 4094 Page 1788, et seq, of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

Article 7, Section 7.13 of the Declaration is hereby created in its entirety as follows:

7.13 Resale Capital Assessment. The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Site owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be equal to two thousand dollars (\$2,000.00). The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. If unpaid at closing, the Association may collect the Resale Capital Assessment in the same manner as an Assessment as provided in Article 8.

For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Site by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Site being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Owner's estate, surviving spouse, or other heirs resulting from the death of an Owner;

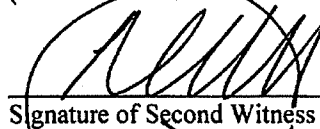
(C) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

WITNESSES

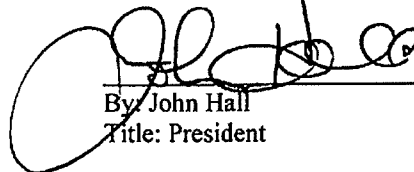

Signature of First Witness

Mark Kuber
(Printed Name of First Witness)


Signature of Second Witness

Neil Davis
(Printed Name of Second Witness)

MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.,
A Florida not for profit corporation

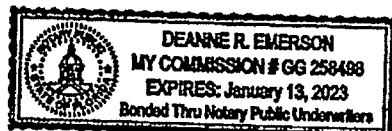

By: John Hall
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, **John Hall**, as **President of Marsala at Tiburon Homeowners Association, Inc.**, who is [☒] personally known to me or [☐] who has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January, 2020.

(NOTARY STAMP/SEAL)



Deanne R. Emerson
Notary Public for the State of Florida
Print Name: Deanne R. Emerson
My Commission Expires: 1/13/2023

Prepared by:
Steven J. Adamczyk, Esq.
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC
6609 Willow Park Drive
Naples, Florida 34109
(239) 331-5100

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MARSALA AT TIBURON**

I HEREBY CERTIFY that the following amendment to the Declaration of Neighborhood Covenants and Restrictions for Marsala at Tiburon were duly adopted by the Association membership at the duly noticed Meeting of the Members of the Association on the 21st day of January 2020. Said amendment was approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for Marsala at Tiburon, including the legal description of the Collier County, Florida real property subject to this amendment were recorded at Official Records Book 4094 Page 1788, et seq, of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

Article 7, Section 7.13 of the Declaration is hereby created in its entirety as follows:

7.13 Resale Capital Assessment. The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Site owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be equal to two thousand dollars (\$2,000.00). The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. If unpaid at closing, the Association may collect the Resale Capital Assessment in the same manner as an Assessment as provided in Article 8.

For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Site by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

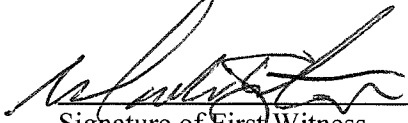
(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Site being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Owner's estate, surviving spouse, or other heirs resulting from the death of an Owner;

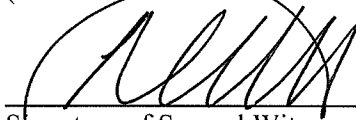
(C) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

WITNESSES

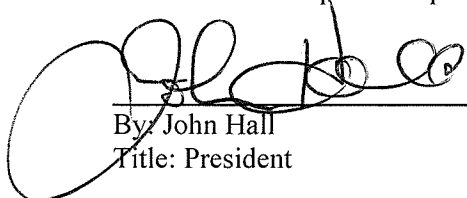

Signature of First Witness

Mark Kuter
(Printed Name of First Witness)


Signature of Second Witness

Neil Davis
(Printed Name of Second Witness)

**MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.,**
A Florida not for profit corporation

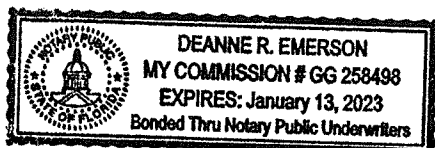

By: John Hall
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, **John Hall, as President of Marsala at Tiburon Homeowners Association, Inc.**, who is [☒] personally known to me or [☐] who has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January, 2020.

(NOTARY STAMP/SEAL)



Deanne R. Emerson
Notary Public for the State of Florida
Print Name: Deanne R. Emerson
My Commission Expires: 1/13/2023

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
GOEDE, DEBOEST & CROSS, PLLC
2030 MCGREGOR BLVD.
FORT MYERS, FL 33901

CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARSALA AT TIBURON

THE UNDERSIGNED being the President and Secretary of MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Declaration of Neighborhood Covenants, Conditions and Restrictions for Marsala at Tiburon, originally recorded in O.R. Book 4094, Page 1788 et seq. of the Public Records of Collier County, Florida, was duly approved, adopted and ratified by sufficient votes of the Membership at a meeting called for that purpose at which a quorum was present held on the 28th day of November, 2022. Dated this 5th day of December 2022.

It is the intent of this Certificate of Recordation to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

WITNESSES:

(Sign) [Signature]

(Print) Farianny Lopez

(Sign) [Signature]

(Print) Lauren Fernandez

**MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.**

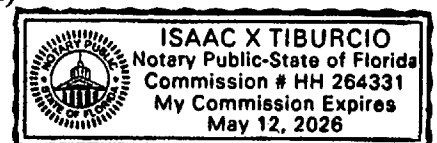
BY: [Signature]
President of the Association
Mark Kutner

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 5th day of Dec, 2022 by Mark Kutner as President of MARSALA AT TIBURON HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL Driver's License as identification and did (did not) take an oath.

NOTARY PUBLIC:
[Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires:

05/12/26



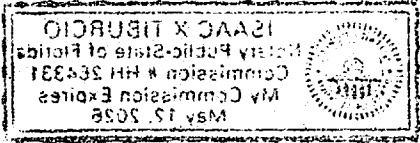
THE STATE OF FLORIDA
DEPARTMENT OF REVENUE
TALLAHASSEE, FLORIDA 32399-0001
TEL: 904-412-2000 FAX: 904-412-2001

IN RE: [Illegible Name]
[Illegible Address]
[Illegible City, State, Zip]
[Illegible Phone Number]
[Illegible Email Address]
[Illegible Date]
[Illegible Subject]

[Illegible text block]

[Illegible text block]

[Illegible text block]



RCVD DEC 8 2022

WITNESSES:

(Sign) [Signature]

(Print) Lauren Hemmick

(Sign) [Signature]

(Print) Fariany Lopez

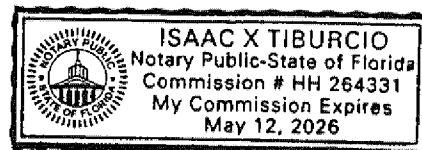
**MARSALA AT TIBURON
HOMEOWNERS ASSOCIATION, INC.**

BY: [Signature]
Secretary of the Association
Nicole Swartz

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization on this 5th day of Dec, 2022 by Nicole Swartz as Secretary of MARSALA
AT TIBURON HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on
behalf of said corporation. Said person is personally known to me or has produced
FL Driver's license as identification and did (did not) take an oath.

NOTARY PUBLIC: [Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires: 05/12/26



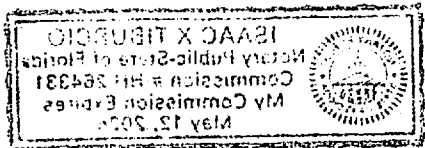
STATE OF FLORIDA
DEPARTMENT OF REVENUE

May 12, 2004
Commissioner of Revenue
Tallahassee, Florida

Dear Commissioner:

I am writing to you regarding the recent audit of the Florida Department of Transportation (FDOT) by the Florida Department of Revenue (FDR). The audit was conducted by the FDR's Office of the Inspector General (OIG) and the results were reported to the FDR's Board of Finance in March 2004.

The audit found that FDOT had not properly accounted for certain funds and that there were some discrepancies in the reporting of certain expenses. I am confident that FDOT will take the necessary steps to correct these issues and ensure that all funds are properly accounted for in the future.



AMENDMENTS

TO

DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MARSALA AT TIBURON

Additions are underlined.

Deletions are ~~stricken through~~.

Article 7, Section 7.13 of the Declaration is hereby amended as follows:

7.13 Resale Capital Assessment. The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Site owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be equal to ~~two~~ three thousand dollars (~~\$2,000.00~~ \$3,000.00). The applicable amount of the Resale Capital Assessment shall be the amount in effect when the bona fide purchase contract is fully executed, and no change in the Resale Capital Assessment shall apply to bona fide purchase contracts entered into before a change in the amount. The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. If unpaid at closing, the Association may collect the Resale Capital Assessment in the same manner as an Assessment as provided in Article 8.

For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Site by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Site being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Owner's estate, surviving spouse, or other heirs resulting from the death of an Owner;

(C) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

[All other provisions remain unchanged.]