

PREPARED BY:
S. Kyla Thomson, Esq.
Goede, Adamezyk, DeBoest & Cross, PLLC
6609 Willow Park Drive, Second Floor
Naples, FL 34109

CERTIFICATE OF EXECUTION
OF REVIVED DECLARATION AND GOVERNING DOCUMENTS

THE UNDERSIGNED being the President and Secretary of VICTORIA PARK I PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby execute the attached Original Declaration of Building and Use Restrictions and Amendments thereto for Victoria Park I, (Exhibit "A"), the Bylaws (Exhibit "B"), the Articles of Incorporation (Exhibit "C"), the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amendment thereto for Victoria Park I (Exhibit "D"), and Amended and Restated Bylaws (Exhibit "E") of Victoria Park I Property Owners Association, Inc. Also attached hereto is the Letter of Approval from the Florida Department of Community Affairs (Exhibit "F"), the Legal Description of each Affected Parcel and Name of Each Parcel Owner (Exhibit "G"), and the Plat of Victoria Park I originally recorded in Plat Book 11, Page 7 et seq. of the Public Records of Collier County, Florida (Exhibit "H").

Dated this 31st day of JULY, 2018.

WITNESSES:

(Sign) [Signature]

(Print) David Puskovic

(Sign) [Signature]

(Print) S. Kyla Thomson

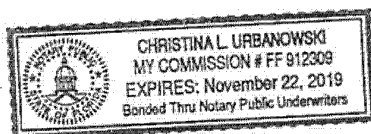
**VICTORIA PARK I PROPERTY
OWNERS ASSOCIATION, INC.**

BY: [Signature]
MICHAEL L. STANDISH, President

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 31st day of July, 2018 by Michael Standish, as President of Victoria Park I Property Owners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL.D.C. as identification and did take an oath.

NOTARY PUBLIC:



[Signature]

WITNESSES:

(Sign) [Signature]

(Print) David Pustark

(Sign) [Signature]

(Print) S. Kyla Thomson

VICTORIA PARK I PROPERTY
OWNERS ASSOCIATION, INC.

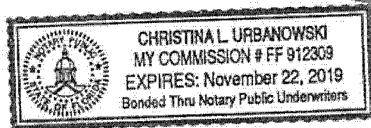
BY: [Signature]
Phyllis W. Coble, Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31 day of July, 2018 by Phyllis W. Coble as Secretary of Victoria Park I Property Owners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL D.L. as identification and did take an oath.

NOTARY PUBLIC:

[Signature]



ALL-STATE LEGAL

EXHIBIT

A

313385.

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DECLARATION OF BUILDING AND
USE RESTRICTIONS

The undersigned, DODGE & DODGE (INTERNATIONAL) CORPORATION,
the owner of the following described real property, to wit:

The South half of the South half of Section 26,
Township 48 South, Range 25 East, Collier County,
Florida.

the same being the real property now duly platted as VICTORIA PARK,
in Plat Book 11, Pages 7 to 8, inclusive, Public Records
of Collier County, Florida, hereby makes the following Declaration
as to limitations, restrictions and usages to which the subdivided
lots constituting said subdivision may be put:

1. These covenants shall run with the land and shall be
binding on all parties claiming under them for a period of ten
(10) years from the date these covenants are recorded, after which
time said covenants shall be automatically extended for successive
periods of ten years unless an instrument signed by 50% of the
owners of the lots has been recorded, agreeing to change said
covenants in whole or in part; EXCEPT that DODGE & DODGE (INTERNATIONAL)
CORPORATION reserved unto itself, during the initial ten year period
the right to add or delete from these covenants such restrictions
or conditions as shall be necessary in its sole judgement to fully
protect the value and beauty of the neighborhood from adverse
circumstances not presently foreseeable, but which may hereafter
arise.

2. DODGE & DODGE (INTERNATIONAL) CORPORATION reserves
the right to prior approval of building plans for any structure to
be built upon any lot; nor shall any existing building or structure
be altered in exterior appearance in any way until the plans there-
fore have been approved by DODGE & DODGE (INTERNATIONAL) CORPORATION;
This provision shall specifically be exercised so as to prevent the

Not a valid document
Stanley A. McDonald, Atty.
403 2nd St. South
Naples, Florida 34104
DOK: 12-30-73

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erection of structures having similar exterior design or elevation in proximity to an existing adjacent structure.

3. Open construction, after commencement, for a period of time in excess of six months is prohibited. Violation of this covenant shall entitle DODGE & DODGE (INTERNATIONAL) CORPORATION or its designees to enter upon the premises, without notice to the owner, to correct any undesirable or unsightly conditions, at the owner's expense, which cost shall thence, if recorded in the public records, constitute a lien against the property.

4. The following uses are expressly declared to be detrimental to the neighborhood and are prohibited

(a) All signs, except one professional sign or address sign not more than one square foot in size, or one sign not more than five square feet in size advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period or when the building is used as a "model home", and signs used by the general developer.

(b) Clothes lines and poles and drying apparatus, except portable or collapsible drying apparatus in rear yards.

(c) No fence or walls shall be constructed along the front, side or rear lot lines of any lot unless plans therefore shall have first been approved by DODGE & DODGE (INTERNATIONAL) CORPORATION. Except natural hedges will be permitted to a height not to exceed four feet.

(d) Commercial vehicles, campers, trailers, boats, boat trailers, swamp buggies, beach buggies, stock cars, display floats, wheeled platforms and other

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vehicles not normally licensed or registered for highway travel; EXCEPT that service trucks, less than 2 tons, and campers, temporarily parked and not controlled or owned by the property owner or members of his family are permitted; however, no camper may be used as a residence or temporary lodging place.

(e) Dogs and cats, provided they are not kept, bred or maintained for any commercial purpose, may be kept upon the above described property. No other animals, livestock, poultry of any kind, shall be kept, raised or bred on any part of the above described property.

(f) Radio or Television antennas.

(g) Outside storage.

(h) Outside building of any kind.

(i) Outside garbage and rubbish disposal facilities shall be either underground or in cover to garbage bins, fully enclosed, covered and screened.

(j) Open burning, incinerators.

(k) Unpaved or unsurfaced driveways.

(l) Open garage doors, except during reasonable use thereof.

5. Each owner shall keep and maintain all areas, including hedges and the grassed portion of the right-of-way adjacent to his property, neat and clean and free of overgrowth at all times.

DODGE & DODGE (INTERNATIONAL) CORPORATION or its designee shall have the right upon 10 days prior written notice to the record owner, to enter upon any premise, (but not to enter any house) to mow or clean when necessary and to charge the owner a reasonable fee therefor, which said charge when recorded in the public records shall constitute

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lien against the land.

6. Extraordinary or exotic landscaping arrangements at variance with the general style of landscaping within the subdivision is prohibited.

7. The rearmost ten feet of each lot and along the right-of-way is hereby reserved to DODGE & DODGE (INTERNATIONAL) CORPORATION for utility easement purposes.

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, including reasonable attorney's fees attendant thereto.

9. DODGE & DODGE (INTERNATIONAL) CORPORATION and every person hereinafter having any right, title, or interest in any lot of said subdivision shall have the right to prevent or stop violation of any said restrictions by injunction or other lawful procedure, and to recover any damages including reasonable attorney's fees resulting from such violation.

10. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

11. No structure of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuildings (all of which are otherwise prohibited) shall be used on any lot at any time as a residence, either temporarily or permanently.

12. The grade of any lot or portion thereof shall not be altered. DODGE & DODGE (INTERNATIONAL) CORPORATION expressly reserves the right to allow grade alterations in special circumstances, based on special need, but may not be compelled to give such consent.

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13. Invalidiation of any one of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. No noxious or offensive activity shall be carried on upon the above described property, or upon any part, portion or tract thereof, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighborhood.

15. In the event the subdivision shall be serviced by underground utilities, i.e. electric, telephone and televisions, all connections thereto for individual owners shall also be underground.

16. DODGE & DODGE (INTERNATIONAL) CORPORATION expressly reserves the right for a period of two years from the date of recording these presents to deed or otherwise convey without additional cost to itself, public or private utility easements over and along each of said lots within the subdivision.

17. Individual owners of all lots are prohibited and enjoined, whether acting directly or indirectly, by any manner or means whatsoever, from interfering, delaying or obstructing, either intentionally or unintentionally, the completion of the subdivision improvements by the developer, DODGE & DODGE (INTERNATIONAL) CORPORATION, its agents or contractees, as said improvements are or shall be required by the Board of County Commissioners of Collier County, Florida, its officers, agents, or employees.

18. No changes in the elevations of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

19. All garages shall be attached to the residence which they are designed to serve and shall be limited to a capacity sufficient to house three vehicles. No carports will be allowed.

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WITNESSED BY:

THE BANK OF NAPLES

Maggie L. Larkin by Ralph E. Carter (SEAL)
Notary Public E.V.P.

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer
 duly authorized to take acknowledgments, personally appeared
Ralph E. CARTER
 well known to me to be the Exec. Vice Pres. of the corporation
 named above, and he acknowledged executing the same in the presence
 of two witnesses, under the authority duly vested in him by said
 corporation and that the seal affixed thereto is the true corporate
 seal of said corporation.

WITNESS my hand and official seal in the County and State
 last aforesaid this 6th day of June, 1973.



Maggie L. Larkin
 Notary Public
 My commission expires: 9-4-73

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IN WITNESS WHEREOF, DODGE & DODGE (INTERNATIONAL)
CORPORATION has caused these Building and Use Restrictions and
Reservation of Utility Easement to be executed by its duly
authorized officers and its corporate seal affixed hereto this
31st day of May, 1973.

WITNESSED BY:

DODGE & DODGE (INTERNATIONAL) CORPORATION

Stanley A. McLaughlin
John C. R. Dodge
John C. R. Dodge

By John C. R. Dodge
Vice-President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer
duly authorized to take acknowledgments, personally appeared
John C. R. Dodge, Vice-President, Dodge & Dodge
(International) Corporation,
well known to me to be the Vice-President of the corporation
named above, and he acknowledged executing the same in the presence
of two witnesses, under the authority duly vested in him by said
corporation and that the seal affixed thereto is the true corporate
seal of said corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 31st day of May, 1973.



John C. R. Dodge
Notary Public
My commission expires:

JUNE 12, 1974
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 12, 1974
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

This document prepared by:
Stanley A. McLaughlin, Atty.
483 3rd St. South
Naples, Florida 34104

Dated: 5-28-73

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARILYN E. SCOTT
Notary Public

722

891601

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 Cui
 May 6 10 16 AM '81

AMENDMENT

O.R. 907 PG 0863

TO

DECLARATION OF BUILDING AND USE RESTRICTIONS

WHEREAS, DODGE & DODGE (INTERNATIONAL) CORPORATION (now CARUSCAN OF AMERICA, INC.) the Fee Owner of the South 1/4 of the South 1/4 of Section 26, Township 48 South, Range 25 East, Collier County, Florida, a portion of which was platted as VICTORIA PARK I, in Plat Book 11, Pages 7 and 8, of the Public Records of Collier County, Florida, filed a Declaration of Building and Use Restrictions dated June 6, 1973, recorded June 11, 1973, in Official Records Book 533, Pages 40 through 45, of the Public Records of Collier County, Florida, and

WHEREAS, at the time of the original recording of the Restrictions, the term "commercial vehicles" was not specifically defined in Paragraph 4(d) and was intended by the Fee Owner to have its usual meaning, including trucks, regardless of size, use or capacity, and

WHEREAS, in 1976 the Board of Collier County Commissioners enacted Ordinance No. 76-30, which defined a commercial vehicle as one, regardless of use, having over one (1) ton capacity, and

WHEREAS, CARUSCAN OF AMERICA, INC. is mindful that during the past eight years family life styles have changed in many respects, and many families acquire small pickup trucks because of their versatility for recreational and other purposes,

NOW, THEREFORE, acting pursuant to the rights reserved in the first paragraph of said Declaration of Building and Use Restrictions, CARUSCAN OF AMERICA, INC., hereby amends the Declaration of Building and Use Restrictions as follows:

1. The words "commercial vehicles" are deleted from the

first line of Sub-paragraph (d) of Paragraph 4.

LAW OFFICES
 VERA, BROWN, KICKEL
 STANLEY & MARTIN, P.A.
 8800 AIRPORT ROAD SOUTH
 MIAMI, FLORIDA 33156
 TEL: 774-0223

OR 5540 PG 2553

2. A new Sub-paragraph (m) is added to Paragraph 4 to read as follows:

Commercial vehicles, including all vehicles registered as trucks by the Florida Department of Highway Safety and Motor Vehicles, or comparable agency in other states, irrespective of capacity and of the purpose for which used at any particular time or times, shall be garaged and out of public view between the hours of 6:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday, Sunday and Holidays.

Witnesses:

C. James Meritt
Debra Cox

CARUSCAN OF AMERICA, INC.

By: John F. Stanley
John F. Stanley, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared JOHN F. STANLEY, as Vice President of CARUSCAN OF AMERICA, INC., a Florida Corporation, to me well known to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment freely and voluntarily for the purposes therein expressed.

WITNESS my hand and seal on this the 5th day of March, 1981.

My commission expires: 5/23/83

C. James Meritt
Notary Public
(Seal)

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LAW OFFICES
VEGA, BROWN, NICHOLS
STANLEY & MARTIN, P.A.
6800 AIRPORT ROAD SOUTH
MIAMI, FLORIDA 33149
(305) 770-8222

Sealed and Verified
in Public Office of
COLLIER COUNTY, FLORIDA
Notary Public
Date of Seal: 3/5/81

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GENERAL REVISION OF

THE

DECLARATION OF BUILDING AND USE RESTRICTIONS

VICTORIA PARK PHASE I

Effective: June 11, 1983

WHEREAS, the ownership, development and use of land in Victoria Park I is subject to the provisions of a document entitled "DECLARATION OF BUILDING AND USE RESTRICTIONS" dated June 6, 1973, and recorded on June 11, 1973 in Official Records Book 533, pages 40 through 45 of the Public Records of Collier County, and

WHEREAS, the aforesaid document was amended by a second document dated March 5, 1981 and recorded March 6, 1981 in the Official Records Book 807, page 643 of the Public Records of Collier County, Florida, and

WHEREAS, the provisions of paragraph 1 of said DECLARATION OF BUILDING AND USE RESTRICTIONS specifically permit amendments thereto at times and under conditions set forth therein.

NOW, THEREFORE, we, the undersigned fee owners of more than 50% of the lots in Victoria Park I, as herein defined, acting pursuant to the provisions of said paragraph 1 of the DECLARATION OF BUILDING AND USE RESTRICTIONS, do hereby revise same by deleting each and every provision thereof, and substituting therefor the following:

I

DEFINITIONS

1. ASSOCIATION shall mean Victoria Park I Property Owners' Association, Inc., a Florida corporation not for profit.
2. VICTORIA PARK I shall mean and refer to a residential community on all of the lands described and defined in Plat Book 11, page 7 through 8 of the Public Records of Collier County.
3. LOT, UNIT OR RESIDENTIAL UNIT shall mean or include any parcel of land shown on the Plat bearing a numerical designation. These terms may be used interchangeably.
4. OWNER shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Residential Unit with the Plat. It does not include those whose interest is solely for security for the performance of an obligation.
5. DEVELOPMENT of a lot shall mean the erection of a structure thereon, as permitted by this document.
6. INTERPRETATION. Throughout this document, the use of the male pronoun shall be deemed to include both the male and female pronouns.

III

RESTRICTIVE COVENANTS

1. These restrictions shall run with the land and shall be binding on all parties claiming under them for a period of ten (10) years from the date same are recorded, after which time

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*A.L. Gurnett
4400 Southwest
Hwy. 1, Ft. Myers*

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they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least fifty percent (50%), plus one, of the owners of the lots within Victoria Park, Phase I has been recorded, agreeing to change such restrictions in whole or in part: EXCEPT, the ASSOCIATION, acting through its Board of Directors, and after thirty (30) days, written notice thereof to members in good standing, reserves to itself, during the period said restrictions are in effect, the right to add, delete or modify the provisions thereof as shall be necessary in its sole judgment to fully protect the value, beauty, and desirability of Victoria Park I, and the quality of life for its residents.

2. On and after the date this document is duly recorded in the Public Records of Collier County, no building or structures of any kind shall be constructed or placed upon any lot, or any existing building or structure be altered in exterior appearance in any way, until the plans, specifically the structural plans, therefore have been approved in writing by the ASSOCIATION. The approval contemplated by this paragraph 2 for the construction or alteration of any building or structure shall be conditioned upon, but not limited to, the following criteria:
 - a. That the floor area of any residence constructed shall have a minimum of 1,500 square feet of living area. The living area is defined as the portion of the residence which has finished walls, ceilings and floors, which is insulated, heated and/or air-conditioned.
 - b. The floor area within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.
 - c. Solely to preserve the beauty and tropical atmosphere of Victoria Park I, prior written approval of the ASSOCIATION shall be required to change the color of paint or other covering to be applied to a structure after the date these restrictions are recorded. A similar approval shall also, and for the same reasons, be required with respect to the paint or other covering to be applied to a new home, the construction of which commences after the date of recording of these restrictions.
 - d. Every home within Victoria Park I shall have a two or three car garage, which shall be attached to said home, and shall not be used as office space or living quarters. Carports are strictly prohibited.
3. Open construction, after commencement, for a period in excess of six (6) months is prohibited. Violation of this covenant shall entitle the ASSOCIATION or its designee to enter upon the premises, with fourteen (14) calendar days notice to the owner, to correct any undesirable or unsightly condition, at the owner's expense, which costs shall thereupon, if recorded in the public records, constitute a lien against the lot and any building thereon.
4. The following items, activities, practices and/or uses are expressly declared to be detrimental to Victoria Park I, and are strictly prohibited:
 - a. Signs of any and every kind, except one temporary sign not more than five (5) square feet in an area advertising

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the property for sale, or signs of the same size used by builders advertising the property for sale during construction.

- b. Clothes lines and poles and drying apparatus, except portable or collapsible drying units in rear yards which shall be removed and stored out of public view when not in use.
 - c. Fences, or walls on any lot, provided, however, that natural hedges are permitted to a height of four (4) feet.
 - d. Campers, mobile homes of all types, trailers, swamp buggies, beach buggies, stock cars, display floats, wheeled platforms and other vehicles not normally licensed or registered for highway travel; EXCEPT that service trucks, less than two tons, and campers and mobile or motor homes of all types parked for not more than ten (10) days in any twelve (12) month period, and not controlled or owned by the property owner, or other persons in residence, are permitted so long as parked entirely on the driveway of the owner's property, provided, however, that no camper or mobile or motor home may be used as a residence or temporary lodging place.
 - e. Boats and boat trailers, unless garaged and entirely out of public view.
 - f. Registered or unregistered motor vehicles that are dismantled, wrecked or partially assembled vehicles, unless garaged and entirely out of public view.
 - g. Dogs and cats kept, bred or maintained for commercial purposes, except that dogs and cats may be kept as pets, provided that such dogs and cats are not permitted beyond their owner's property, unless securely leashed, and dog and cat owners and/or custodians are required to promptly remove their animal's feces from streets, walk areas and the property of others.
 - h. All antennas, including radio, television and all dish-type antennas.
 - i. Outside storage.
 - j. Outside buildings of any kind.
 - k. Outside garbage and rubbish disposal facilities unless in concrete garbage bins, fully enclosed, covered and screened.
 - l. Open burning, incinerators.
 - m. Unpaved or unsurfaced driveways.
 - n. Open garage doors, except during reasonable use thereof.
5. Commercial vehicles, including all vehicles registered as trucks by the Florida Department of Highway Safety and Motor Vehicles, or comparable agency in other states, irrespective of capacity and of the purpose for which used at any particular time or times, shall be garaged and out of public view between

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the hours of 6:00 p.m. and 5:00 a.m., Mondays through Saturdays, and all day on Sundays and Holidays.

6. Each owner shall keep his entire lot, including the home and garage, lawn areas, plantings, walkways and the like, neat, clean and attractive and free of weeds and overgrowth at all times. All lawn areas shall be sodded not later than sixty (60) days from completion of construction of a new home, or, as to existing homes, sixty (60) days from the recording of this document, whichever is later. Burned out or dead sections of lawns shall be promptly replaced, and overgrowth of weeds on lots shall be removed and replaced with sod.
7. Extraordinary or exotic landscaping arrangements at variance with the general style of landscaping within Victoria Park is prohibited.
8. The rearmost ten (10) feet of each lot and along the right-of-way is reserved for utility easement purposes.
9. Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein, to restrain violation and/or recover damages, including reasonable attorneys fees and court costs attendant thereto.
10. The ASSOCIATION and every owner hereinafter having any right, title, or interest in any lot in Victoria Park I shall have the right to prevent or stop violation of any provision hereof by injunction or other lawful procedure, and to recover damages, if any, including reasonable attorney's fees, and cost of court.
11. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted in or upon any lot.
12. No structure of a temporary nature, such as a mobile home, camper, trailer, tent, shack, garage, barn, or other out-buildings (all of which are otherwise prohibited) shall be used on any lot at any time as a residence, either temporarily or permanently.
13. The grade of any lot, or portion thereof, shall conform with Collier County requirements, and shall not interfere with the natural drainage of adjacent property.
14. Invalidity of any one of these covenants by judgment or a court order shall in no way affect any of the other provisions which shall remain in full force and effect.
15. No noxious or offensive activity shall be carried on within Victoria Park I, including its roadways, nor shall anything be done therein which may be, or become, a nuisance or an annoyance to the neighborhood. Without limiting the generality of the foregoing, all maintenance and repair of motor vehicles, other than routine cleaning, must be carried on out of public view, and noise therefrom shall not be heard beyond the property boundaries. All vehicles registered for highway travel shall be operated within Victoria Park I at safe and reasonable speeds, and sounds therefrom shall be dispensed by proper mufflers so as not to be offensive to persons of normal

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and reasonable sensibilities. Sounds from musical instruments, radios, tape recorders, TV's and other sound producing media, shall be controlled so as not to be audible beyond the property boundaries of the lot or unit from which the sound is emitting.

16. No lot, whether or not improved or developed, shall be used or maintained, temporarily or otherwise, as a dumping ground for rubbish, garbage, trash, or other types of waste material, including but not limited to, grass clippings, trimmings from bushes, shrubs, palm, or from other types of vegetation.
17. Owners of lots not improved or developed shall maintain them in a clean and orderly condition. When, in the opinion of the ASSOCIATION, such lot(s) are not so maintained, the ASSOCIATION shall have the right to enter on same, and cut and remove overgrowth, trash, and/or other garbage, and the reasonable expense thereof shall be charged to and paid by the owner(s) of such lot(s). If not so paid within fifteen (15) calendar days after being provided with a written notice of such charge, mailed postage prepaid, to the last address on the ASSOCIATION's records, the charge shall become a lien upon such lot(s) until paid, and may be collected, including attorney fees and costs of court, in an action to foreclose said lien, or by action at law, at the discretion of the ASSOCIATION.
18. Victoria Park I is serviced by underground utilities, i.e., electric, telephone, television, and all connections thereto for individual owners shall also be completely underground.
19. Homes may not be leased or rented for periods of less than six (6) months, and the owner is obligated to inform the ASSOCIATION in writing of the name of such tenant or lessee, and the duration of the rental. Owners and tenants are jointly and severally obligated to comply with the provisions of these restrictions, and legal action may be taken against either or both for violations. If the judgment or court order is in favor of the plaintiff, such judgment or court order may include reasonable attorney's fees and costs of court.
20. No lot or residence shall be used at any time for any commercial, business, industrial, or other similar purpose, including real estate marketing, the sale or distribution of products or systems, automobile and mechanical repair or services, and/or all other activities prohibited under the terms of laws or ordinances applicable to, or affecting, single family residential districts, provided, however, that this paragraph shall not prohibit "home occupation" activities within Victoria Park I, as defined and limited in Collier County Ordinance 82-2, so long as the conduct of such activities does not involve advertisements in publications of any type that identify such activity with an address or telephone number in Victoria Park, Phase I.
21. From and after January 1, 1994, all owners shall be required to undertake membership in the ASSOCIATION and remit as due, all membership dues and assessments as may be levied under ASSOCIATION By-laws. The annual dues established pursuant to the provisions of the By-laws of the ASSOCIATION shall be paid by each owner on whose lot a home has been constructed. Owners of undeveloped lots shall be obligated to 50% of that amount, provided that, in the case of a person owning two or more undeveloped lots in Victoria Park I, payment of dues shall be

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limited to an amount equivalent to the dues levied against one such lot.

22. Owners of lots are prohibited and enjoined, whether acting directly or indirectly, by any manner or means whatsoever, from interfering, delaying or obstructing, either intentionally or not, the completion of Victoria Park I improvements by the developer or the ASSOCIATION, their agents or contractors, as said improvements are or shall be required by the Collier County Board of County Commissioners, its officers or agents.
23. The provisions of this document are supplemental to and independent of any zoning, present or future, of Collier County, Florida. No variance or zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

"IN WITNESS WHEREOF, we, the undersigned for owners of real property in Victoria Park I, as herein defined, do set our hands and seals as evidence of our agreement with the changes set forth above to the DECLARATION OF BUILDING AND USE RESTRICTIONS applicable to Victoria Park I."

Signatures of Owners

Address

1. <u>Therese M. Croshaw</u>	<u>461 Huntington Dr Naples, Florida</u>
<u>Francine L. Croshaw</u>	" " "
2. <u>Thomas F. Dietz</u>	<u>536 Nottingham " "</u>
<u>Charles F. Dietz</u>	" " " "
3. <u>Robert L. Stancil</u>	<u>7929 Bonahoe " "</u>
<u>Brenda Stancil</u>	<u>9679 Bonahoe " "</u>
4. <u>Josephine Dietz</u>	<u>711 Huntington " "</u>
<u>John Dietz</u>	" " " "
5. <u>Paul E. Harris</u>	<u>387 Huntington " "</u>
<u>Kurt E. Harris</u>	<u>387 Huntington " "</u>
6. <u>John Daniel</u>	<u>9666 Whitehall " "</u>
<u>John Daniel</u>	<u>9666 Whitehall St. " "</u>
7. <u>Judith M. Ewing</u>	<u>9691 Oxford St. Naples Fl</u>
<u>John Ewing</u>	" " " "
8. <u>John Ewing</u>	<u>8546 Oxford St. Naples Fl</u>
<u>John Ewing</u>	<u>9585 Oxford " "</u>
9. <u>Robert L. Stancil</u>	<u>9258 Whitehall St. " "</u>
<u>John E. Stancil</u>	<u>9739 Whitehall St. " "</u>

1983

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Signatures of Owners

Address

Naples, Florida

29	<i>Robert L. ...</i>	9615 Buckshire St.
30	<i>Marie L. ...</i>	9721 Buntline St.
31	<i>V. A. ...</i>	427 Huntington Dr.
26	<i>Charles Nelson</i>	9612 Sussex St.
32	<i>John R. ...</i>	500 Nottingham Dr.
33	<i>John R. ...</i>	316 Nottingham De Mena Fl
34	<i>John R. ...</i>	9624 ...
35	<i>John R. ...</i>	270 NOTTINGHAM
36	<i>John R. ...</i>	270 Nottingham Dr.
37	<i>John R. ...</i>	255 Huntington Dr.
38	<i>John R. ...</i>	255 Huntington Dr.
39	<i>John R. ...</i>	9797 ...
40	<i>John R. ...</i>	9705 Whitehall St.
41	<i>John R. ...</i>	Block 7, Lot 8
42	<i>John R. ...</i>	per proxy dated April 29, 1983
43	<i>John R. ...</i>	Block 5, Lot 10
44	<i>John R. ...</i>	per proxy dated May 3, 1983
45	<i>John R. ...</i>	Block 6, Lot 3
46	<i>John R. ...</i>	per proxy dated May 4, 1983
47	<i>John R. ...</i>	Block 6, Lot 12
48	<i>John R. ...</i>	per proxy dated April 29, 1983
49	<i>John R. ...</i>	Block 7, Lot 7
50	<i>John R. ...</i>	per proxy dated April 23, 1983
51	<i>John R. ...</i>	Block 4, Lot 2
52	<i>John R. ...</i>	per proxy dated April 12, 1983
53	<i>John R. ...</i>	Block 4, Lot 1
54	<i>John R. ...</i>	per proxy dated April 24, 1983
55	<i>John R. ...</i>	9703 ...
56	<i>John R. ...</i>	9703 ...

Continued on Page 9 of 9

The above 45 owners of platted lots in Victoria Park, Phase I, or their proxy, have executed this document in the presence of two or more of the undersigned witnesses:

Elizabeth T. Raudy Victor R. Luckett Thomas W. Schipper
741 Cleveland Ct. 779 Nottingham Dr. 3425 Talide Way
John H. Linn Robert J. Buckner Marion H. Mulligan
18 Cypress Way 229 Nottingham Dr. 3425 Talide Way
 All of Naples, Collier County, Florida 33942

STATE OF FLORIDA
 COUNTY OF COLLIER

I, P. Lawrence Doherty, President of Victoria Park I Property Owners' Association, Inc., being first duly sworn, do hereby Certify that on the 9th day of May, 1983, I examined Plat Book 11, pages 7 and 8 inclusive, of the Public Records of Collier County, Florida and, upon such examination determined that, as platted, the said Victoria Park, Phase I, contains exactly One Hundred and Twelve (112) building lots.

Then personally appeared the said P. Lawrence Doherty, to me well known, and made oath that his foregoing statement is true and complete.

Before me,

This 9th day of May, 1983

Robert J. Buckner
 Notary Public

Notary Public, State of Florida
 My Commission Expires: My Commission Expires Oct. 19, 1984
 Signed This 9th Day of May, 1983

CERTIFICATE

VICTORIA PARK I PROPERTY OWNERS' ASSOCIATION INC.

P. Lawrence Doherty President
Christine M. Connolly Secretary

I HEREBY CERTIFY that on this day personally appeared before me, an officer authorized to take acknowledgements, P. Lawrence Doherty and Christine M. Connolly, to me well known to be the persons in and who executed the foregoing instrument, and they acknowledged to and before me that they executed same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and seal on this the 9th day of May, 1983

Robert J. Buckner
 Notary Public
 My Commission Expires:
 Notary Public, State of Florida
 My Commission Expires Oct. 19, 1984
 Signed This 9th Day of May, 1983

1983

Page 7 of 9

Recorded and Indexed
 to the Public Records of
 Collier County, Florida
 This 9th Day of May, 1983
 Clerk of Circuit Court

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COLLIER COUNTY

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AMENDMENT TO
 GENERAL REVISION OF
 THE
 DECLARATION OF BUILDING AND USE RESTRICTIONS
 VICTORIA PARK PHASE I

WHEREAS, the ownership, development and use of land in Victoria Park I is subject to the provisions of a document entitled "DECLARATION OF BUILDING AND USE RESTRICTIONS" dated June 5, 1973, and recorded on June 11, 1973, in Official Records Book 533, Pages 40 through 45 of the Public Records of Collier County, Florida, and

WHEREAS, the aforesaid document was amended by a second document dated March 5, 1981, and recorded March 6, 1981, in Official Records Book 907, Page 863, of the Public Records of Collier County, Florida, and

WHEREAS, the Declaration of Building and Use Restrictions were revised by that certain General Revision of the Declaration of Building and Use Restrictions, Victoria Park Phase I, effective June 11, 1983, and recorded in Official Records Book 1020, Page 827, of the Public Records of Collier County, Florida, and

WHEREAS, the provisions of Section III, Restrictive Covenant 4(c) of the above-referenced General Revision of the Declaration of Building and Use Restrictions, Victoria Park Phase I, is hereby amended to read as set forth in the attached Exhibit "A".

In witness whereof, I have set my hand and seal this 9th day of June, 1992.

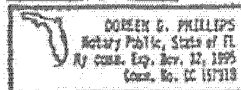
VICTORIA PARK I PROPERTY OWNERS'
 ASSOCIATION

BY: Ronald Hoppentst
 RONALD HOPPENSTEDT, President

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this day of June, 1992 by RONALD HOPPENSTEDT, as President of Victoria Park I Property Owners' Association, and who is personally known to me and who did not take an oath.

Doreen G. Phillips
 Print Name:
 Notary Public
 Commission No.:



m/-vp14

VICTORIA PARK I PROPERTY OWNERS'
 9615 Berkshire St
 Naples FL 33942

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Exhibit 'A'

REVISION OF THE
DECLARATION OF BUILDING AND USE RESTRICTIONS
VICTORIA PARK, PAPER 1
MAY 31, 1992

We, the undersigned property owners in Victoria Park I, do hereby request revision to the declarations of Building and Use Restrictions (dated June 11, 1983) specifically Section III, Restrictive Covenant etc) to be revised to read as follows:

4. The following items, activities, practices, and/or use are expressly declared to be detrimental to Victoria Park I, and are strictly prohibited:
- c. Fences, or walls on any lot, provided, however, that natural hedges are permitted.

"In witness whereof, we, the undersigned fee owners of real property in Victoria Park I, as herein defined, do set our hands and seals as evidenced of our agreement with the revision set forth above to the Declaration of Building and Use Restrictions applicable to Victoria Park I.

NAME	ADDRESS
Gene Vas Hewitt	9618 Oxford St.
Doni Linton	9657 Oxford St.
Mary W. DeLentz	9726 O. N. Ford St.
Carol A. Winkler	9788 Oxford St.
James Brotony	9782 Oxford St.
Jack A. Lantz	9845 Oxford St.
George P. Casals	350 Huntington Drive
Kristi Coleman	9837 Sussex St.
NICK DEANE	215 HARTING DR.
Judi C. Horn	9603 Oxford St.
Karen E. Harkin	387 Huntington
Delores M. Harkin	9586 Sussex Street
Daryl Harkin	411 Huntington

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James S. Bunn	363	Huntington Dr
W. H. H. H.	9807	Sussex
W. H. H. H.	9787	Sussex
W. H. H. H.	9738	Sussex
W. H. H. H.	9705	Sussex St
W. H. H. H.	9573	Sussex St
W. H. H. H.	180	Nottingham Dr
W. H. H. H.	210	Nottingham Dr
W. H. H. H.	310	Nottingham Dr
W. H. H. H.	5	Nottingham Dr
W. H. H. H.	420	Nottingham Dr
W. H. H. H.	450	Nottingham Dr
W. H. H. H.	470	Nottingham Dr
W. H. H. H.	490	Nottingham Dr
W. H. H. H.	555	Huntington Dr
W. H. H. H.	450	Huntington Dr
W. H. H. H.	515	Huntington Dr
W. H. H. H.	9836	Whitehall St
W. H. H. H.	9809	Whitehall St
W. H. H. H.	9739	Whitehall St
W. H. H. H.	9712	Whitehall St
W. H. H. H.	4405	Whitehall St
W. H. H. H.	9624	Whitehall St
W. H. H. H.	9133	Whitehall St
W. H. H. H.	9601	Whitehall St

Gracia Whitcomb	9581 Whitehall St.
Walter W. Apple	9552 Whitehall St.
David H. J. J. J.	9572 Oxford St.
John Apple	9691 Oxford St.
Beverly Jo J. J.	9648 Sussex St.
Felix J. J.	9739 Sussex St.
Marie J. J.	9572 Sussex St.
John J. J.	290 Nottingham Dr.
Robert J. J.	9735 Oxford St.
Barclay J. J.	9771 Oxford St.
Marie J. J.	175 Hurlingham Dr.
John J. J.	9757 Berkshire St.
John J. J.	9721 Berkshire St.
Anna J. J.	9637 Berkshire St.
Frank J. J.	9671 Berkshire St.
Rose J. J.	9595 Berkshire St.
Marjorie J. J.	245 Nottingham Dr.
John J. J.	9725 Sussex St.
John J. J.	9703 Oxford St.
John J. J.	550 Nottingham Dr.
John J. J.	555 Nottingham Dr.
John J. J.	9584 Whitehall St.
John J. J.	9671 Whitehall St.
Elizabeth J. J.	547 Huntington Dr.

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R. P. [unclear] 565 Hunter Dr.
[unclear] 7776 SUSSEX ST
[unclear] 7612 SUSSEX ST
Ronald [unclear] 9583 Sussex Street
[unclear] 9981 WILSON AVE.
[unclear] 461 Huntington Dr.
[unclear] 9615 Berkshire St.

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Received and Verified
 at Office Records of
 CLAY COUNTY, FLORIDA
 JAN 11 1967

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COLLIER COUNTY RECORDED OR BOOK PAGE

REC 25.00
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LCC
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GENERAL DIVISION OF
THE DECLARATION OF BUILDING AND USE RESTRICTIONS
VICTORIA PARK - PHASE I
EFFECTIVE JUNE 11, 1993

WHEREAS, the ownership, development of the land in Victoria Park I is subject to the provisions of the document entitled "DECLARATION OF BUILDING AND USE RESTRICTIONS" dated June 5, 1973, and recorded on June 11, 1977, in official Records Book, 333, pages 40 through 49 of the Public Records of Collier County, State of Florida, and

MOREAS, the aforesaid document was amended by a second document dated March 5, 1981, and recorded March 6, 1981, in the Official Records, Book 587, page 863 of the Public Records of Collier County, Florida, and amended by the third document dated May 9, 1983, and recorded in the Official Records Book 1025, page 827 of the Public Records of Collier County, Florida, and amended by the fourth document recorded on June 10, 1993, in the Official Records Book 1734, page C01410 of the Public Records of Collier County.

NOW, THEREFORE, the Board of Directors of Victoria Park I, as herein defined, acting pursuant to the provisions of said section 11 paragraph 1 of the DECLARATION OF BUILDING AND USE RESTRICTIONS, do hereby revise same.

I
DEFINITIONS

1. ASSOCIATION shall mean Victoria Park I Property Owners' Association, Inc., a Florida Corporation not-for-profit.
2. VICTORIA PARK I shall mean and refer to a residential community on all of the lands described and defined in Plat Book 11, page 1 through 8 of the Public Records of Collier County.
1. LOT, UNIT OR RESIDENTIAL UNIT shall mean or include any parcel of land shown on the Plat bearing a numerical designation. These terms may be used interchangeably.
4. OWNER shall mean the record owner, whether one or more persons or entities, of the fee simple to any Residential Unit with the Plat. It does not include those whose interest is solely for security for the performance of an obligation.
5. DEVELOPMENT of a lot shall mean the erection of a structure thereon, as permitted by this document.
6. INTERPRETATION throughout this document, the use of the word paragraph shall be deemed to include both male and female pronouns.

II.
RESTRICTIVE COVENANTS

1. These restrictions shall run continuously with the land and shall be binding on all parties claiming under them unless an instrument signed by at least fifty percent plus one, of the owners of the lots within Victoria Park Phase I has been recorded, agreeing to change such restrictions in whole or in part. EXCEPT THE ASSOCIATION, acting through its Board of Directors, and after thirty (30) days written notice thereof to members in good standing, reserve to

1.

Victoria Park I Property Owners Assn Inc
9615 Berkshire St
Naples FL 33942

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itself, during the period said restrictions are in effect, the right to delete, or modify the provisions thereof as shall be necessary in its sole judgment to fully protect the value, beauty, and desirability of Victoria Park I, and the quality of life for its residents.

2. On or after the date this document is duly recorded in the Public Records of Collier County, no building or structures of any kind shall be constructed or placed upon any lot, or any existing building or structure be altered in exterior appearance in any way, until the structural plans, therefore have been approved in writing by the Board of Directors, and signed by the President or Secretary. The approval contemplated by this paragraph for the construction or alteration of any building or structure shall be conditioned upon, but not limited to, the following criteria:
 - a. That the floor area of any residence constructed shall have a minimum of 1,100 square feet of living area. The living area defined as the portion of the residence which has finished walls, ceilings, and floors, which is insulated, heated and/or air-conditioned.
 - b. The floor area within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.
 - c. Solely to preserve the beauty of Victoria Park I, the prior approval of the Board of Directors shall be required to change the color of paint or other covering to be applied to a structure after the date these restrictions are recorded. A similar approval shall also, and for the same reasons, be required with respect to the paint or other covering to be applied to a new home, the construction of which commences after the date of recording of these restrictions.
 - d. Every home within Victoria Park I shall have a two or three car garage, which shall be attached to said home, and shall NOT be used as office space or living quarters. Carports are strictly prohibited.
3. Open construction, after commencement, for a period in excess of six (6) months is prohibited. Violation of this covenant shall entitle the Association or its designee to enter upon the premises within fourteen (14) calendar days notice to the owner, to correct any undesirable or unsightly condition, at the owner's expense, which costs shall thereupon, if recorded in the Public Records, constitute a lien against the lot and building thereon.
4. The following items, activities, practices and/or uses are expressly declared to be detrimental to Victoria Park I, and are strictly prohibited:
 - a. Signs of any kind, except one temporary sign not more than five (5) square feet in an area advertising the property for sale, or signs of the same size used by builders advertising the property for sale during construction.
 - b. Clothes lines and poles and drying apparatuses, except portable or collapsible drying units in rear yards, which

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shall be removed and stored out of public view when not in use.

- c. Fences, or walls on any lot, provided, however, that natural hedges are permitted.
- d. Campers, mobile homes of all types, trailers, swamp buggies, beach buggies, stock cars, display floats, wheeled platforms, construction equipment, and other vehicles not normally licensed or registered for highway travel.

No structure of a temporary nature, such as a mobile home, camper, trailer, tent, shack, garage, barn or other outbuildings (all of which are otherwise prohibited) shall be used on any lot at any time as a residence, either temporarily or permanently.

- e. Boats and boat trailers, unless garaged and entirely out of public view except for routine cleaning.
- f. Registered or unregistered motor vehicles, that are derelict, wrecked or partially assembled vehicles, unless garaged and entirely out of public view.
- g. Animals kept, bred and maintained, for commercial purposes except that dogs and cats may be kept as pets, provided that such dogs and cats are not permitted beyond their owner's property, unless securely leashed, and dog and cat owners and/or custodians are required to properly remove their animal's debris from streets, waste areas, and the property of others.
- h. All antennas, including radio, television, and all dish-type antennas, except, temporarily used by an agency involved in disaster or civil emergencies (i.e. Civil Air Patrol).
- i. Outside storage of equipment and materials.
- j. Outside detached buildings and enclosed structures of any kind.
- k. Outside garbage, and rubbish, unless in enclosed containers, and such containers and yard waste shall be in an inconspicuous area, except on scheduled pick-up days. All containers shall be removed from the roadside promptly after pick-up.
- l. Open burning, incinerators.
- m. Unpaved or uncurbed driveways.
- n. Open garage doors, except during reasonable use thereof.
- o. Commercial vehicles, including all vehicles registered as trucks, by the Florida Department of Highway Safety and Motor Vehicles, comparable agencies in other states, irrespective of capacity and of the purpose for which used at any particular time or times, shall be garaged and out of public view between the hours of 6:00 P.M. and 6:00 A.M., Monday thru Saturday, and all day Sundays and holidays.

3.

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6. Each property owner shall keep his entire lot, including the home and garage, lawn areas, plantings, walkways and the like, neat, clean and attractive, and free of weeds and overgrowth at all times. All lawn areas and easements shall be sodded not later than sixty (60) days from completion of construction of new home.
7. No noxious or offensive activity shall be carried on within Victoria Park I, including its roadways, nor shall anything be done therein which may be, or become, a nuisance or any annoyance to the neighborhood. Without limiting the generality of the foregoing, all maintenance and repair of motor vehicles, other than routine cleaning, must be carried on out of public view, and all such repairs should not be heard beyond the property boundaries. All vehicles registered for highway travel shall be operated within Victoria Park I at safe and reasonable speeds, and sounds therefrom shall be dampened by proper mufflers so as not to be offensive to persons of normal and reasonable sensibilities. Sound from musical instruments, radios, tape recorders, televisions, and other sound producing media shall be controlled so as not to be audible beyond the property boundaries of the lot and unit from which the sounds are emitting.
8. No lot, whether or not improved or developed or uninhabited, shall be used or maintained temporarily or otherwise, as a dumping ground for rubbish, garbage, trash, or other types of waste materials including, but not limited to, grass clippings, trimmings from bushes, shrubs, palms or other types of trees or vegetation.
9. Owners of any lots, improved or unimproved, shall maintain them in a clean and orderly condition. When, in the opinion of the Association, such lots are not so maintained, the Association after properly notifying the owner, shall have the right to enter on same, and cut and remove overgrowth, trash, and/or other garbage and the reasonable expenses thereof shall be paid at the expense of the owner(s) of such lot(s). If not so paid within fifteen (15) calendar days after being provided with a written notice of such charge, mailed postage pre-paid to the last address of the Association's records, the charge shall become a lien upon such lot (s) until paid, and may be collected, including attorney fees and court costs, in an action to foreclose said lien or to action at law, at the discretion of the Board of Directors.
10. Homes may not be leased or rented for a period of less than six (6) months, and owner is obligated to inform the Association in writing of the name of each tenant or lessee, and the duration of the rental. Owners and tenants are jointly and severally obligated to comply with the provisions of these restrictions, and legal action may be taken against either or both for violations. If the judgement or court order is in favor of the plaintiff, such judgement or court costs may include reasonable attorney fees and court costs.
11. No lot or residence shall be used at any time for any commercial, business, industrial, or other similar purposes, including real estate marketing, the sale or distribution of products or systems, automobile repair or services and/or all other activities prohibited under the terms of laws or ordinances applicable to or affecting, single family

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residential districts, provided, however, that this paragraph shall not prohibit "home occupation" activities within Victoria Park I, as defined and limited in Collier County Ordinance 42-2, so long as the conduct of such activities does not involve advertisements in publications or any type that identify such activity with an address or telephone number in Victoria Park I.

12. From and after January 1, 1984, all owners shall be required to undertake membership in the Association and remit as due, all membership dues and assessments as may be levied under Association By-Laws. The annual dues established pursuant to the provisions of the By-Laws of the Association shall be paid by each owner on whose lot a home has been constructed. Owners of undeveloped lots shall be obligated to 50% of that amount, provided that, in the case of a person owning two or more undeveloped lots in Victoria Park I, payment of dues shall be limited to an amount equivalent to the dues levied against one such lot.
13. The Association and every owner hereinafter having any right, title, or interest in any lot in Victoria Park I shall have the right to prevent or stop violations of any provision hereof by injunction or other lawful procedure, and to recover damages, if any, including reasonable attorney fees and court costs.
14. Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant, to restrain violation, and/or recover damages, including reasonable attorney fees and court costs attendant thereto.
15. Invalidation of any of these covenants by judgment of a Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.
16. The provisions of this document are supplemental to and independent of any zoning, present or future, of Collier County, Florida. No variance or zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

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"IN WITNESS THEREOF, we, the undersigned Board of Directors of Victoria Park I, as herein defined do set our hands and seals as evidence of our agreement with the covenants set forth above to the DECLARATION OF BUILDING AND USE RESTRICTIONS applicable to Victoria Park I."

OFFICERS:

Ronald Hoppert
Ronald Hoppert
President

Joel A. Whitterhall
Joel A. Whitterhall
Vice President

Phyllis Coble
Phyllis Coble
Secretary

Andrew G. Galt
Andrew G. Galt
Treasurer

DIRECTORS:

Margaret Cicchini
Margaret Cicchini

Thomas W. Elmer
Thomas W. Elmer

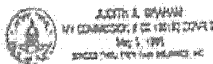
William Graham
William Graham

Cassat Harston
Cassat Harston

James M. Parsons
James Parsons

Jerry Probert
Jerry Probert

Laura Staceli
Laura Staceli



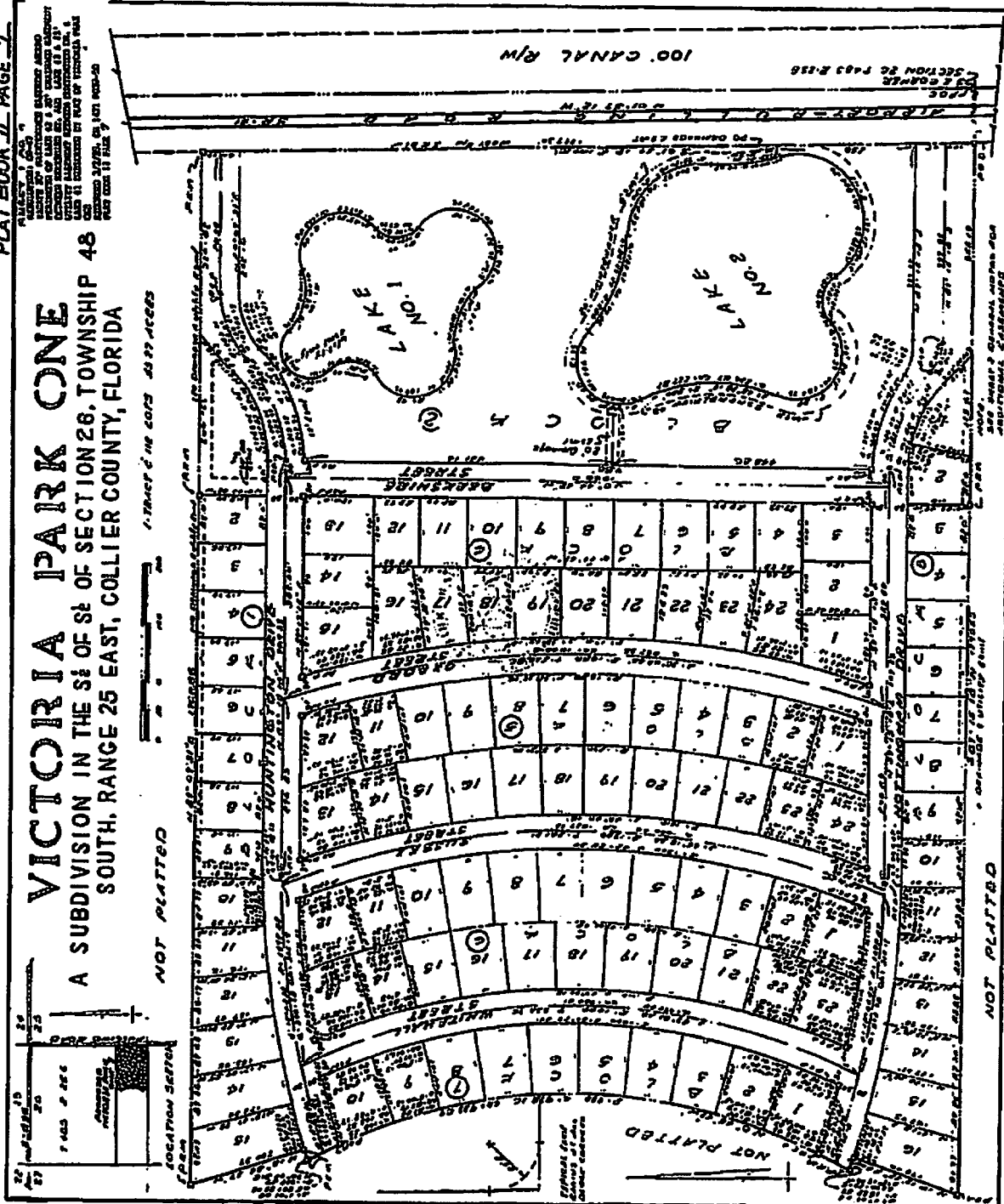
Notary Public
April 16, 1993

Notary Public
State of Oregon
April 16, 1993

VICTORIA PARK ONE

**A SUBDIVISION IN THE S½ OF SECTION 26, TOWNSHIP 48
SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA**

AT BOOK 11 PAGE 7
 JULY 1, 1964
 RECEIVED OF THE
 COUNTY OF ALBANY
 THE SUM OF \$100.00
 PAID TO THE
 COUNTY OF ALBANY
 FOR THE YEAR 1964
 BY THE
 COUNTY OF ALBANY
 JULY 1, 1964



VICTORIA PARK ONE

A SUBDIVISION IN THE SE 1/4 OF SE 1/4 OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

DESCRIPTION

Beginning at the intersection of Section 26, Township 48 South, Range 25 East, Collier County, Florida; thence S 89° 13' 12" E, 150.00 feet along the south line of said Section 26 to a point of intersection with the east line of said Section 26; thence S 89° 13' 12" E, 150.00 feet along the east line of said Section 26 to a point of intersection with the north line of said Section 26; thence S 89° 13' 12" E, 150.00 feet along the north line of said Section 26 to a point of intersection with the west line of said Section 26; thence S 89° 13' 12" E, 150.00 feet along the west line of said Section 26 to a point of intersection with the south line of said Section 26; thence S 89° 13' 12" E, 150.00 feet along the south line of said Section 26 to the point of beginning.

EXEMPTION

ANY AND ALL OF THESE PRESENTS, THAT COULD BE MADE (INDEMNITY) COMPENSATION, THE OWNER OF THE LAND DESCRIBED HEREIN, HAVE TENDERED SAID LANDS TO BE SURVEYED, EXEMPTED AND PLATTED AS SHOWN ON THE ATTACHED PLAT TO BE KNOWN AS VICTORIA PARK ONE.

The streets, roads and easements as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes.

IN WITNESS WHEREOF, DONALD A. MOORE (INTERNATIONAL) CORPORATION has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer duly authorized, this 14th day of May, 1973.

DONALD A. MOORE (INTERNATIONAL) CORP.

By *John E. Moore*, President

Signed, sealed and delivered in the presence of

DR. McHenry

ACKNOWLEDGMENT

CLERK OF COUNTY
PROVIDENT OF OFFICIAL:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and Province of Florida, to take acknowledgments, personally appeared *John E. Moore*, well known to me to be the president of the above corporation named as grantor in the foregoing plat, and that he severally acknowledged executing the same in the presence of the undersigned witnesses (witnesses and the instrument under authority duly tested in his by said corporation and that the seal affixed thereto is the true corporate seal of said corporation).

WITNESS my hand and official seal in the presence and presence last aforesaid this 14th day of May, 1973.



John E. Moore

Notary Public

My commission expires at the pleasure of the State of Florida

MORTGAGE RECORDING

This Plat is hereby approved for record by the following agent and holder of the power on the property as described herein, this 14th day of May, 1973.

THE SALT OF SALT

By *John E. Moore*

Notary Public

Signed, sealed and delivered in the presence of:

Maggie L. Baker

John E. Moore

GENERAL NOTES:

Sections on block corners have 25 foot radii normal to block lines and are intended for public use.

10 foot utility and drainage easement on all rear boundary lines and 6 foot utility and drainage easement on all side boundary lines.

Deedings based on section 26-3) as being 1 1/2 59' 12" E.

20' indicates permanent reference monument.

10' indicates permanent control point.

APPROVAL

This plat approved by the Collier County Board of Commissioners, this 22nd day of May, 1973.

John E. Moore

Chairman, Board of Commissioners

This plat approved by the Collier County Board of Commissioners, this 22nd day of May, 1973.

John E. Moore

Chairman, Board of Commissioners

This plat approved by the Collier County Board of Commissioners, this 22nd day of May, 1973.

John E. Moore

Chairman, Board of Commissioners

This plat approved by the Collier County Board of Commissioners, this 22nd day of May, 1973.

John E. Moore

Chairman, Board of Commissioners

This plat approved by regular class meeting by the Board of County Commissioners of Collier County, Florida, this 22nd day of May, 1973.

Provided that the plat is filed in the office of the Clerk of the Circuit Court of Collier County, Florida within 30 days of the date of approval of this plat.

By *John E. Moore*, Chairman

By *John E. Moore*, Chairman

By *John E. Moore*, Chairman

By *John E. Moore*, Chairman

By *John E. Moore*, Chairman

By *John E. Moore*, Chairman

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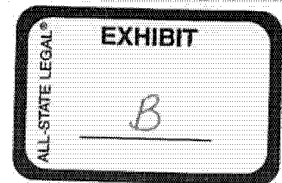
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PLAT BOOK 4, PAGE 2



VICTORIA PARK I PROPERTY OWNERS' ASSOCIATION INC.

NAPLES, FLORIDA

BY - LAWS

ARTICLE I

MEMBERSHIP

1. Article III, Paragraph 21 of the "GENERAL REVISION OF THE DECLARATION OF BUILDING AND USE RESTRICTIONS" recorded with the Official Records of Collier County, Book 1020, pages 827 through 835, (hereinafter referred to as "GENERAL REVISION") requires that each OWNER shall undertake membership in this Association. This will be accomplished by taking the two following actions:

- a. Execute a Membership Form in which such OWNER agrees to the provisions of these By-Laws, which form shall remain in effect so long as the signatories are OWNERS, or until revoked in writing, and
- b. Remit, at such times as are specified by the Association, dues and assessments within contemplation of Article IX hereof.

2. Where membership is based on dual ownership of property, all the privileges of membership shall apply to all such OWNERS, except that of voting and holding office. Each membership shall be entitled to only one vote.

3. The rights and obligations of membership shall be incident to title to each LOT. If title to a LOT passes to a new OWNER during a year, membership in the Association shall also pass to such new OWNER, and the annual dues paid may, by agreement between the parties, be apportioned between such OWNERS as of the date title to the LOT passes.

4. Where a residential unit is built upon a LOT during the year, the OWNER of record of such LOT on the date a Certificate of Occupancy is issued therefor by Collier County, shall be obligated to pay to the Association the additional dues provided for in Article III, Paragraph 21 of the "General Revision".

ARTICLE II

VOTING

1. Decisions at any meeting, convened pursuant to Article VI hereof, shall be by majority vote of members in good standing.

2. Voting for election of officers and members of the Board of Directors shall be by written ballot where there is more than one candidate for an office. When more than two candidates for an office are voted upon, successive votes shall be taken, if necessary, until one of the candidates has a majority of votes cast. After each ballot, an announcement shall be made by the presiding officer, indicating the results.

3. In the election procedure, the presiding officer shall present the Nominating Committee's slate of nominees, and shall clearly solicit nominations from members in attendance, provided that such nominations shall involve only OWNERS who are members of the Association in good standing, as evidenced by compliance with subparagraphs a and b of Paragraph 1 of Article I hereof.

4. Where membership in the Association is based on multiple ownership of a LOT or LOTS, a decision as to which of the OWNERS shall exercise voting right at a meeting, shall be decided by agreement between or among them, and such decision shall remain in effect for the balance of that meeting. Upon request of any other member at that meeting, the party selected to vote in the above circumstance shall be identified.

5. member may vote on any item at any meeting by written proxy, provided such proxy is signed, dated and the member (s) signature witnessed, the proxy is clear as to the subject matter intended to be covered, and whether the member (s) are voting in the affirmative or negative.

ARTICLE III

OFFICERS AND DUTIES

1. The officers of the Association shall be president, vice president, treasurer and secretary, and such officers shall be, ex officio, members of the board of directors.

2. The directors, at any meeting at which a quorum is present, may appoint other members as assistant vice president, assistant treasurer or assistant secretary. The appointees shall remain in such capacity, with duties and responsibilities as assigned, until the next annual meeting unless earlier cancelled by the directors.

3. The president shall preside at the annual meeting and all general membership meetings. He shall be spokesman for the Association on matter affecting it, voicing the views of the directors and/or the membership, unless some other person is specifically delegated such authority by the board and/or the membership. He shall carry out the duties customary to such office, including leadership in promoting the purposes of the Association. He shall appoint a Nominating Committee each year.

4. The vice president shall act for the president when the latter is absent. He shall cooperate with the president in providing leadership to the Association and will carry out such other duties as may be assigned to him by the president and/or the board of directors.

5. The secretary shall be responsible for preparing and keeping accurate records of meetings of the Association and the board of directors, and all other official activities of the Association, including updated membership lists. The secretary shall, in conjunction with the president, attend to all correspondence, including meeting notices.

6. The treasurer shall be responsible for receiving and safeguarding monies coming to the Association, the maintenance of accurate records, and - with appropriate approval - paying out of Association funds to satisfy legal obligations. Periodically, and at meetings, the treasurer shall make a report to the directors and the membership of the financial status of the Association.

ARTICLE IV DIRECTORS

The board of directors, which includes the officers and seven members, shall develop ways and means of promoting the best interests of the Association, shall have general supervision of the expenditures of funds and all activities of the Association, act for the Association between meetings, recommend to the membership the amount of annual dues and of assessments, if needed, and in general assist the president in the development of policies and procedures and courses of action which, in its judgement, will best serve the interests of the Association. The directors shall also assist the president in developing the agenda for the Annual Meeting and determine, from time to time, the need to issue calls for General Membership meetings. In those cases where a vacancy occurs either among the officers or the board of directors it shall be the responsibility of the board of directors to fill such vacancy for the balance of the term of such vacancy.

ARTICLE V TERMS OF OFFICE

The term of each officer shall begin at the end of the annual meeting at which he is elected, and continue until the end of the next Annual Meeting, or until a successor is elected. The term of office of a director who is elected to such position by the board of directors to fill a vacancy, shall extend to expiration date of the person he replaces. The term of office of a director shall be three years, commencing at the end of the Annual Meeting at which he is elected and terminating at the end of the Annual Meeting three years later.

ARTICLE VI MEETINGS

1. There shall be an Annual Meeting in the month of January of each year for the purpose of: electing officers and members of the board of directors; hearing reports of Association activities during past years; considering activities for the coming year; setting dues for the new year; and acting on any other matters which have been included in the call of the meeting, or are properly placed before the membership at that time.

2. General membership meetings of the Association may be called

by the president when the need arises. He must call such a meeting if so requested by a majority of the board of directors, or by a petition signed by twenty (20%) percent of the membership.

3. The board of directors shall meet at the call of the president, or if a majority of the directors request same in writing.

ARTICLE VII

NOTICE OF MEETINGS

1. The call for the Annual Meeting shall be mailed or delivered by other responsible carrier to the address shown in the Association's records at least fourteen (14) calendar days prior to the date set for such meeting.

2. Notices of general membership meetings shall be handled in the same manner, except that the notice period shall be at least seven (7) calendar days. If the president, in his sole discretion, determines that an emergency exists, the seven (7) day notice period may be waived, provided, however, that in the latter case no official action may be taken, but an expression of opinion may be obtained and such opinion will be the policy of the Association if, subsequently, it is ratified at a properly called meeting.

3. The call for each meeting shall contain information relative to the subjects to be acted upon at the meeting.

ARTICLE VIII

COMMITTEES

A Nominating Committee of three (3) members shall be appointed by the president prior to the call of the Annual Meeting. The names of the Committee members shall be included in the call of that meeting. At the Annual Meeting, the Nominating Committee shall present a slate of candidates to fill the officers and board of directors memberships which become vacant at the end of that meeting. In preparing the slate, the Committee shall give consideration to a reasonable geographic distribution of the candidates. The president may appoint ad hoc or special committees from time to time, as the needs of the Association require.

ARTICLE IX

DUES AND ASSESSMENTS

1. The Annual Dues of the Association shall be established by vote at the Annual Meeting at which the recommendation of the board of directors shall be presented. Assessments may be levied on a uniform and non-discriminatory basis, provided same has the recommendation of the board of directors and approval of a majority of members attending a General Membership meeting called for such purpose, and provided, further, that written notice of such meeting and its purpose is mailed to all members under the rules set forth in ARTICLE VII hereof.

2. Payment of the Annual Dues shall be made to the treasurer, or the treasurer's nominee, by January 31 each year, or fourteen (14) calendar days after the Association's invoice for same is mailed, whichever is later. In such mailing, the address of each member as contained in the Association's records shall be used.

3. Payment of an assessment shall be made as provided in the vote of the membership that levies such assessment.

ARTICLE X

QUORUM

At a meeting of the board of directors, a majority of the board shall constitute a quorum. At a meeting of the membership twenty (20) percent of the resident membership shall constitute a quorum.

ARTICLE XI

INDEMNITY

No officer or director of the Association shall be liable to any OWNER for any action taken, or for failure to take a specific action, in those cases where the officer or director acted, or abstained from acting, in good faith. In all such matters there shall be a presumption of good faith that shall prevail until reversed beyond a reasonable doubt.

ARTICLE XII

AMENDMENTS

Any amendment to, or revision of, the By-Laws of the Association shall be accomplished by an affirmative vote of fifty (50) percent plus one, of the members in attendance at a meeting of the Association after all members have had at least seven (7) days written notice of the proposed action. At such meeting the amendment(s) or revisions(s) shall be proposed by the board of directors, or by petition signed by at least six (6) members of the Association.

ARTICLE XIII

PROCEDURES AND INTERPRETATION

Except as may be otherwise provided in the Articles of Incorporation, Roberts Rules of Parliamentary Procedures will apply. Throughout these By-Laws, the use of the male pronoun shall be deemed to include both the male and female pronouns.

EXHIBIT

ALL-STATE LEGAL

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ARTICLES OF INCORPORATION
OF

VICTORIA PARK I PROPERTY OWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of Florida applicable to corporations not for profit, and to hereby adopt Articles of Incorporation as follows:

I
The name of this corporation shall be:
VICTORIA PARK I PROPERTY OWNERS' ASSOCIATION, INC. and it shall be located in Collier County, Florida, and its address shall be 9797 Berkshire Street, Naples, Florida, 33742; Col. W. F. Kuehnert, registered agent.

II
The purpose of this corporation shall be:
To encourage and promote the proper development of Victoria Park I as a choice residential and recreational community and to take whatever actions may be deemed necessary by the Association to achieve such purposes including, but not limited to, the presentation of Association points of view to appropriate governmental or other bodies; the establishment of desirable activities to promote the general welfare of the Association members; and the ownership and use of real and personal property.

III
Membership shall be open to any individual, firm or (man and wife), or corporation owning real property located in Victoria Park I, and designated as Lots 1 through 15 in Block 1, all of Block 2, Lots 1 through 10 in Block 3, Lots 1 through 34 in Block 4, Lots 1 through 24 in Block 5, Lots 1 through 23 in Block 6 and Lots 1 through 10 in Block 7. Other classes of membership may be provided for in the By-Laws.

IV
The corporation shall exist perpetually.

V
The homes and residences of the subscribers to these Articles of Incorporation are as follows:

Col. (Ret) Walter P. Kuehnert	9797 Berkshire St., Naples, FL
Mr. Morris J. Thompson	9721 Berkshire St., Naples, FL
Mr. Everett Manchester	3733 Berkshire St., Naples, FL

VI
The officers of the corporation shall be: President, Vice President, Secretary, and Treasurer. They shall be elected annually at the last meeting of the fiscal year.

Exhibit

"A"

OR: 3993 PG: 3356

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II

Upon dissolution of the corporation, and prior to the completion thereof, all liabilities and obligations of the corporation shall be paid, satisfied and discharged and all of the remaining assets, property and income owned or held by the corporation, but not so owned or held upon a condition requiring return, transfer or reversion by reason of the dissolution, shall be expended for or applied to the purposes of the corporation, or one or more of such purposes exclusively, by transferring and conveying such assets, property and income to one or more corporations or organizations engaged in activities substantially similar to those of this corporation (no part of the net earnings of which inures to the benefit of any private individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation), in accordance with the laws governing not for profit corporations of the State of Florida, and no part of such remaining assets, property or income shall be distributed to members or to any other persons whatsoever.

Walter P. Kutschera
Walter P. Kutschera

Date: 4/13/77

Harris J. Thompson
Harris J. Thompson

Date: 4/13/77

Everett Manchester
Everett Manchester

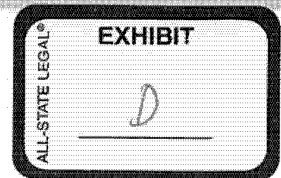
Date: 4-13-79

State of Florida
County of Collier
April 13, 1979

Joseph Stanton
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 14, 1982
EXCEEDS THIS COMMISSION OF UNDERWRITING

Exhibit "A"



OR: 3993 PG: 3330

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VICTORIA PARK I**

That on June 11, 1973, the original Declaration of Building and Use Restrictions of Victoria Park I ("Declaration") was recorded in Official Records Book 533, Pages 40 et seq., of the Public Records of Collier County, Florida, and was amended and restated by instrument recorded June 4, 1993, in Official Records Book 1833, Pages 126 et seq. The Declaration is hereby amended and restated in its entirety.

The real property, as described in Plat Book 11, Page 7 through 8 of the Public Records of Collier County, Florida, has already been submitted to the Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, all of the real property described and each part thereof shall be bound by the Declaration and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

1. DEFINITIONS.

The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes.

- 1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes.
- 1.2 "Architectural Review Committee" means and refers to the Committee described in Section 4 of this Declaration.
- 1.3 "Association" shall mean and refer to Victoria Park I Property Owners' Association, Inc., a Florida corporation not for profit.
- 1.4 "Board" means and refers to the Board of Directors of the Association.
- 1.5 "Common Area" means and refers to all real property, which is now, or hereafter owned by the Association or dedicated for use or maintenance by the Association or its members by a recorded plat or this Declaration.
- 1.6 "Declaration" means and refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Victoria Park I, and any amendments hereto.
- 1.7 "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity); or a group of two or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two

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(2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

- 1.8 "Governing Documents" means and refers to this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and the Resolutions of the Association.
- 1.9 "Guest" or "Guests" means any person or persons physically present in, or occupying a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.
- 1.10 "Institutional Mortgage" means the mortgagee or assignee of a first mortgage against a Parcel or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Living Unit.
- 1.11 "Lease" means the grant by a living unit owner of a temporary right to occupy the owner's Living Unit for valuable consideration.
- 1.12 "Living Unit", "Unit" or "Residence" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.
- 1.13 "Parcel", "Parcels", or "Lot" means one or more of the platted parcels of land contained within the Plat bearing a numerical designation, into which the Properties have been subdivided, upon each of which a Living Unit has been or is intended to be constructed. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.
- 1.14 "Member" means and refers to all persons who are members of the Association as provided in this Declaration, the Articles of Incorporation and By-laws of the Association.
- 1.15 "Occupant" or "Occupy" when used in connection with a Living Unit, means any person who is physically present in the Living Unit on two or more consecutive days, including staying overnight.
- 1.16 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in the Properties. It does not include those whose interest is solely for security for the performance of an obligation.

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- 1.17 "Primary Occupant" means the natural person approved for occupancy, together with her family. When title to a Living Unit is held in the name of more than two persons, or by a trustee or a corporation or other entity which is not a natural person, then the Owner shall designate a primary occupant.
- 1.18 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Common Area and procedures for administering the Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.
- 1.19 "Single Family Residence" means and refers to a Living Unit which is restricted to occupancy only by the owner or primary occupant and his family, guests and tenants as further provided herein.
- 1.20 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Living Unit, regardless of whether monetary consideration is exchanged.

2. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS.

The administration and management shall be by the Victoria Park I Homeowners Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

- 2.1 Articles of Incorporation.
A copy of the Articles of Incorporation of the Association is attached as Exhibit "A".
- 2.2 Bylaws.
The Bylaws of the Association shall be the Bylaws as attached as Exhibit "B".
- 2.3 Delegation of Management.
The Association may contract for the management and maintenance of the Association property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.
- 2.4 Membership.
Every person or entity who is a record Owner of a fee interest in any Parcel located upon the Properties, shall be a Member, except that no such person or entity who holds such interest merely as a security for the performance of an obligation shall be deemed the owner for purposes of determining membership and use rights.

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2.5 Voting Interests.

A Member is entitled to one (1) vote for each Parcel owned by them. The vote of a Parcel is not divisible. If a Parcel is owned by one natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two or more natural persons who are not acting as trustees, that Parcel's vote may be cast by the Living Unit's primary occupant designated as set forth in Section 12.1 of this Declaration.

2.6 Approval or Disapproval of Matters.

Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval shall be expressed by the same person who would cast the vote of such Parcel if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

2.7 Change of Membership.

Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new owner's membership becoming effective as provided above; and the membership of the prior Owner shall thereby be automatically terminated.

2.8 Termination of Membership

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

2.9 Association As Owner of Parcels.

The Association has the power to acquire title to Parcels and Living Units with approval from the Board of Directors and two-thirds (2/3) of the Owners. Membership approval is not required to acquire title to Parcels and Living Units when the acquisition results from a foreclosure of an Association Claim of Lien (or deed in lieu of foreclosure). The Association, acting through its Board of Directors, also has the authority to hold, lease, mortgage or convey and Parcels and Living Units so acquired.

2.10 Membership Roster.

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

2.11 Limitation on Liability.

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

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2.12 Board of Directors.

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

2.13 Powers and Duties.

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

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.**3.1 Creation of Lien and Personal Obligation for Assessments.**

For each Parcel each Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. The Parcel's pro rata share of annual assessments based on the annual budget adopted by the Association; and
- b. The Parcel's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments; and
- c. Any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws.

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

3.2 Share of Assessments.

Each Parcel (and the Owner thereof), shall be liable for its pro rata share of all annual and special assessments, such share being a fraction of the whole, the

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numerator being "one" and the denominator being the total number of Parcels within the neighborhood.

3.3 Establishment of Liens.

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

3.4 Priority of Liens.

The foregoing notwithstanding, unless-provided to the contrary in the Act, the Association's lien for unpaid assessments shall be subordinate and inferior to: the lien of all taxes and other levies which by law would be superior thereto. The Association's lien shall be subordinate and inferior to the lien of any recorded First Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. An Institutional Mortgagee, a purchaser at a foreclosure sale resulting from the foreclosure of an Institutional Mortgage, or an Institutional Mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or Institutional Mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

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3.5 Acceleration.

If any special assessment or installment of a regular assessment as to a Living Unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Living Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, post paid.

3.6 Collection of Assessments.

If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

- a. To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty of up to 10% of the delinquent payments. This penalty shall not be considered a fine as provided for in Section 10.3, and the procedural requirements for levying fines set forth therein shall not apply.
- b. To deny Association approval of any proposed sale or transfer of the Owner's Parcel and Living Unit.
- c. To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium Living Units for unpaid condominium assessments, or in the manner provided by the Act if the Act is amended to set forth a statutory procedure for homeowner's associations.
- d. To bring an action at law for a money judgment against the Owner without waiving any lien foreclosure rights of the Association.
- e. To suspend the voting rights of the Owner in the Association for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.
- f. To accelerate the due date for the entire remaining unpaid amount of the annual assessment against the Owners Parcel for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
- g. To suspend, for a reasonable period of time, the rights of an Owner or the Owner's family, Guests, Tenants and invitees, to use Common Areas and facilities, including the revocation of the Owner's key card privileges, and to charge the Owner a reasonable fee or deposit to reinstate such privileges.

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3.7 Certificate.

The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments and any other sums due the Association have been paid. All interested persons except the Owner may rely upon such certificate.

4. ARCHITECTURAL AND AESTHETIC CONTROL.**4.1 Necessity of Architectural Review and Approval.**

No Owner shall make or permit the making of any alterations or additions to his Parcel or in any manner change the exterior appearance of any portion of the Living Unit, including, landscaping, grading, excavation, change of exterior color or other work without first obtaining the written approval of the Architectural Review Committee ("ARC") of the Association. No Owner may make any alterations or additions to the Common Area. In obtaining said written approval, Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. The approval of the ARC may be denied if the ARC determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, Victoria Park I, in part or whole, of any exterior glass, screen, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Living Unit, are subject to regulation by the ARC. Hurricane shutters may be installed in accordance with the Association's specifications. The Architectural Criteria shall govern the Architectural Review Committee.

4.2 Architectural Review.

The architectural review and control functions of the Association shall be administered and performed by the "Architectural Review Committee", as defined herein.

4.3 Powers and Duties of Architectural Review Committee.

The Architectural Review Committee shall have the following powers and duties:

- a. To enact modifications and/or amendments to the Architectural Criteria. Any modification or amendment to the Architectural Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to the Architectural Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to the Architectural Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- b. To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Parcel or Property in Victoria Park I, together with a copy

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of any required governmental permits. The ARC may also require submission of samples of building materials and colors proposed for use on any Parcel or the Property and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Criteria. Reviews shall be coordinated with required governmental approvals. The ARC shall have thirty (30) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

- c. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. With respect to exterior, existing landscaping, ARC approval is only required where improvements are being made to more than 20% of the existing landscaped area.. All decisions of the ARC shall be in writing and may, but need not be made by a certificate in recordable form.
- d. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the ARC and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the ARC or the Association. The ARC shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.
- e. To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the ARC, in cash, at the time that plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC pursuant to any other provisions of this Article are not paid by the Owner, the Association will be entitled to collect attorneys fees and costs in any action to collect said amounts.
- f. To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the ARC.

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- g. Review of the plans by the ARC shall not impose upon the ARC or the Association any liability, including liability for the design and construction, including, but not limited to, structural integrity design, quality of materials and compliance with the building code. The scope of review and approval by the Association is limited to whether the plans meet certain requirements, standards and guidelines relating to the aesthetics, harmony and compatibility of proposed improvements on the Parcels. No person other than the Association or the Owner shall have the right to rely on an approval.
- h. Monitor construction to determine compliance with the plans and specifications, which were approved, and such inspection shall not be deemed a trespass. The Association may enforce any non-compliance through an equitable action or by self-help as provided in this Declaration.
- i. In the event of a natural disaster or other act of God, an Owner may take what actions are imminently and reasonable necessary to protect his property without prior ARC approval. The ARC must approve any permanent emergency measures so taken as soon as practicable after such emergency.

4.4 Buildings Restrictions.

The approval contemplated by this Section for the construction or alteration of any building or structure shall be conditioned upon, but not be limited to, the following criteria:

- a. That the floor area of any residence constructed shall have a minimum of 1,600 square feet of living area. The living area is defined as the portion of the residence which has finished walls, ceilings, and floors, and which is insulated, heated or air conditioned. The floor area within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.
- b. Every home within Victoria Park I shall have a two or three car garage, which shall be attached to said home, and shall not be used as office space or living quarters. Carports are prohibited.
- c. All lawn areas and easements shall be sodden no later than sixty (60) days from completion of construction of either a new home or renovations, which effect the lawn area.
- d. Construction, which lasts more than six months from the date of the recording of the initial Notice of Commencement, is prohibited. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three month period, then the Association shall have the right to notify the owner of record of the premises and take such steps as might be required to correct any undesirable appearance; the reason for such correction shall be solely in the discretion of the Association and may include but not be limited to purely aesthetic grounds. The Owner of the Parcel shall be liable for all costs incurred in such action.

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5. PROPERTY RIGHTS.**5.1 Common Area.**

Except as otherwise limited in the Governing Documents, the portions of the Common Area not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

- a. The right and duty of the Association to levy assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.
- b. The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

5.2 Ingress and Egress.

A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Areas as from time to time may be paved or intended for such purposes, or for purposes of ingress and egress to the public ways.

6. MAINTENANCE OF COMMON AREA AND LIVING UNITS.**6.1 Association Maintenance.**

The Association shall maintain, repair and replace those items set forth in this Section and elsewhere in this Declaration. All maintenance, repair and replacement, which is the responsibility of the Association, shall be a common expense, unless the Association undertakes maintenance, repair or replacement of those portions of a Parcel for which a Owner is responsible, due to an Owner's failure to undertake the maintenance, repair or replacement. The Association is responsible for the protection, maintenance, repair and replacement of the Common Area.

6.2 Owner Maintenance.

Parcel Owners shall maintain all portions their Living Unit. If an Owner makes any modifications, installations or additions to his Living Unit, the Owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the common elements resulting from such modifications or additions.

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Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Living Unit or Common Area, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens, which may attach to the Common Area and which are attributable to work performed by or for the benefit of the Owner. The Owners responsibility shall be to keep the appearance of the structure and all related improvements in a condition comparable to when they were new, except normal wear.

6.3 Alterations and Additions to Common Area.

Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors.

6.4 Enforcement of Maintenance.

In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Living Unit into conformity and the expenses of doing so (including reasonable attorney's fees and costs) shall be an obligation of the Owner collectable as a special assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, or which has a material adverse effect on the appearance of Victoria Park I. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7. INSURANCE:

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

7.1 Association Insurance: Duty and Authority to Obtain.

The Board of Directors shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. The Board may obtain insurance policies containing deductibles.

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7.2 Required Coverage.

The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the Common Area, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

A. Property.

Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

B. Liability.

Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

7.3 Optional Coverage.

The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

A. Broad Form Comprehensive General Liability Endorsement.

B. Directors and Officers Liability.

C. Medical Payments.

7.4 Description of Coverage.

A detailed summary of the coverage's included in the Association policies, and copies of the Association policies, shall be available for inspection by Owners or their authorized representatives upon request.

7.5 Waiver of Subrogation.

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

7.6 Insurance Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust for the Owners.

7.7 Association as Agent.

The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss

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to those portions of the Common Areas within the Association's insurance responsibility.

8. USE RESTRICTIONS.

8.1 Residential Purposes.

No Parcel shall be used for other than single-family residential purposes. No trade or business may be conducted in or from any Parcel, except that an Owner or Occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Parcel and does not involve persons coming to the Parcel who do not reside in the Association or door-to-door solicitation of occupants of the Association, except in the case of babysitting for five or fewer children which is exempt from this requirement; and (d) the business activity is consistent with the residential character of Victoria Park I and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Parcels. The use of a Parcel as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding anything above, babysitting does not constitute a trade or business activity prohibited by this section as long as it complies with the restrictions delineated above.

8.2 Signs.

No sign, advertisement, notice or other lettering of any kind, including, without limitation, those of contractors and subcontractors, shall be erected within Victoria Park I. Provided, however, that signs advertising a Parcel for sale or rent, advertising a garage sale or security services are permitted with prior approval of the board or its designee, and subject to size requirements established by the Board of Directors. The Board of Directors shall have the right to summarily remove and destroy all unauthorized signs.

8.3 Nuisance.

Nothing shall be done upon any Parcel or in the Common Area, which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature or which may cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties or Common Area. Sound from musical instruments, radios, tape recorders, televisions, and other sound producing media shall be controlled so as not to be audible beyond the property boundaries of the lot and unit from which the sounds are emitting.

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8.4 Temporary Structures.

No structure of a temporary character, including trailer or shack shall be used on any Parcel at any time as a residence, either temporarily or permanently. However, tents may be erected in the rear yard of a Parcel for no more than two consecutive nights.

8.5 Appearance: Refuse Disposal.

Each Owner shall keep his Parcel free and clear of trash and debris and shall reasonably maintain his Living Unit. No Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash, garbage or other waste shall not be kept except in sanitary containers with lids fully screened from the street and adjacent parcels. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, shall be brought to the curb for pickup no earlier than the night before the applicable scheduled pickup, and shall be returned to their screened area within 24 hours after pickup.

8.6 Maintenance.

The Association shall have the right to repair any structure or improvement on any Parcel which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Parcel Owner is given no less than five (5) days notice of the Association's intent to do so which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Parcel.

8.7 Common Area.

No Parcel Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area.

8.8 Pets/Pet Fences.

The Owner of each Living Unit may keep pets of a normal domesticated household type (such as cat, dog, and bird) in the Unit. The Owner may keep no more than three (3) dogs in the Living Unit, except that pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior are not permitted in a Living Unit. No pet may be kept, bred, or maintained for commercial purposes. Pet owners shall not permit their pets to defecate on the property of other Owners. In the event that a pet does defecate on another Owner's property, the Owner shall promptly clean up after it. The pet must be carried under the Owner's arm or leashed at all times while in public. The Board of Directors is empowered to order and enforce the removal of any pet, which becomes a source of unreasonable annoyance, in the sole discretion of the Board, to other residents of the Properties. No reptiles, amphibians or livestock may be kept, raised or bred on the Properties. Pets shall not be left unattended on screened porches, lanais or in garages. Invisible Pet Fences are to be located a minimum of 10 feet off property line adjacent to roadways and sidewalks.

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8.9 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

- A. Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. The following vehicles are prohibited: Inoperable, wrecked, junked, abandoned or partially dismantled automobiles, go carts, swamp buggies, stock cars, racing cars, commercial vehicles, recreational vehicles, all-terrain vehicles, vehicles with commercial markings, vehicles with a commercial tag, vehicles with racks or tools in the bed and tractors are prohibited. The following vehicles are permitted as long as they are fully enclosed in a garage: ambulances, golf carts, hearses, motorcycles, motorbikes and bicycles. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except during reasonable use thereof. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use. Recreational vehicles such as boats, other watercraft, campers, motor homes and trailers are permitted to reside at a Parcel for no more than two consecutive 24-hour periods.
- B. No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

8.10 Parking and Storage of Vehicles.

Owners and occupants of Living Units may not store any boat, truck, trailer, recreation vehicle, motorcycle, mobile home, motor home, bus, tractor, or other such vehicle on the Properties outside of garages. Further, Owners and occupants of Living Units and their guests may not park, store or keep any vehicle whatsoever on unpaved areas or on adjacent roads and streets. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties. No more than four (4) vehicles may be parked in a driveway overnight. Any vehicle parking on streets or common grounds for more than three nights will be towed at the Unit Owner's expense. Vehicles with business signs or exterior ladders parked overnight will be towed at the unit owner's expense.

8.11 Exterior Colors and Structures.

No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the judgment of the ARC, would be inharmonious or incongruous with the remainder of the Association property. Awnings, hurricane shutters, solar film, and other window shading or decoration shall be subject to the prior approval and control of the ARC. The ARC must first approve any future color changes, as described above, desired by Owners in writing.

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8.12 Landscaping.

To preserve the appearance of the neighborhood and protect property values, Owners shall maintain all landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, in a neat and orderly fashion and in compliance with the following:

- A. Lawns shall be mowed, watered, weeded, fertilized and treated for infestation as necessary to maintain an aesthetically pleasing appearance of green grass. All parcels must be sodden and have an automatic irrigation system installed. Sod shall be St. Augustine 'Floratum' or an ARC approved equivalent. Lawn areas abutting a sidewalk, walkway or roadway shall be edged to prevent grass from growing over the sidewalk, walkway or roadway.
- B. Homes shall have appropriate foundation plantings on sides facing a street.
- C. Shrubs, trees, flowers, ornamentals and other plantings shall be maintained so they are aesthetically pleasing and do not interfere with other Parcels or persons using sidewalks or common areas.
- D. No landscaping shall be installed, cut down, destroyed or removed without the prior written consent of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Parcel, unless approved by the ARC.

8.13 Antennas/Flagpoles.

Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Living Unit, or is located on the lanai of the Living Unit, extending no higher than the eaves of that portion of the roof of the Living Unit directly in front of the Reception Device. The Board of Directors may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and removed from view from the street and other Living Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the ARC, but no Owner shall be prevented from displaying a portable, removable American flag in a respectful manner.

8.14 Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed and maintained around these facilities.

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8.15 Walls and Fences.

No wall or fence shall be constructed on any Parcel except as required for garbage screening as provided for in Section 8.5. Pool fences per state code to be approved by Board when pool screen enclosure not installed, fence to be buffered with approved landscape material.

8.16 Outside Lighting.

No spotlights, floodlights, or similar type-high intensity lighting shall be placed or utilized upon any Parcel, which in any way will allow light to be reflected on any other Parcel or the improvements thereon without the written authorization of the ARC. Other types of low intensity lighting, which do not unreasonably disturb the Owners, or other occupants of the Properties shall be allowed.

8.17 Garage Sales.

No garage sale, estate sale, flea market, auction, or similar event shall be held on any parcel without the Owner first obtaining a permit from County, and under no circumstances may more than two (2) such events be held on any Parcel in any twelve-month period per county regulations.

8.18 Mailboxes, Lamp Posts.

Mailboxes, front yard lampposts, and their supporting structures shall be appropriately maintained by the Owner and shall be subject to regulation by the ARC.

8.19 Prohibited structures. The following are prohibited within the Association:

- A. Carports.
- B. Detached garages, storage sheds, barns and similar outbuilding structures.
- C. Garages that have been converted into living space, unless the Association approved the conversion and a replacement garage built.
- D. Clothes lines, unless situated so as not to be visible from the street or other Parcels.

8.20 Play Equipment.

A swing set, playhouse, tree house or other play equipment less than twelve (12) feet in height shall be permitted so long as it is located in the backyard or rear portion of the Parcel and is specifically approved as to location, screening, size, shape, color, material and other relevant factors. The ARC has the sole discretion to disapprove such play equipment on aesthetic grounds. Such play equipment must be maintained in good condition and appearance or the board may order its removal.

8.21 Notice of Noncompliance.

If an Owner fails to comply with the restrictions set forth in this section, the Association, acting through its Board of Directors, shall have the right, in addition to any other rights permitted by the Governing Documents, to mail or hand deliver a

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Notice of Noncompliance setting forth with reasonable particularity the alleged deficiencies. That notice may contain, at the Board's discretion, proposed remedies for the deficiencies cited. The following procedures shall apply to Notices of Noncompliance:

A. Voluntary Compliance.

If an Owner admits the deficiencies cited in a Notice of Noncompliance, he shall, within 10 days of receiving the Notice, deliver to the Board of Directors a proposed timetable for correcting the deficiencies. If the timetable is acceptable to the Board and the Owner performs the corrective actions as scheduled, he shall be considered to be in compliance, and no further action is necessary.

B. Disputed Deficiencies.

If an Owner disputes the deficiencies cited in a Notice of Noncompliance, or if the Owner and the Board of Directors are unable to agree on a timetable for corrective action, the Board shall appoint a committee of three Owners in good standing, none of whom may be members of the Board or relatives of a Board member, to determine, by a majority vote, whether or not the Owner is in compliance, if compliance is disputed, and to establish a timetable for corrective action. Any timetable established by the committee shall be binding on both the Owner and the Association.

C. Failure to Respond/Perform.

If an Owner fails to take corrective action called for by a timetable established under sub-paragraphs (a) or (b) above, or if an Owner fails to respond to a Notice of Noncompliance, the Association, acting through its Board of Directors, shall have the right to hire appropriate contractors to correct the deficiencies cited in the Notice of Noncompliance. Upon 5 days' written notice to the Owner, the contractors shall have the right to enter upon the Parcel in question to perform the work required to bring the Parcel and/or structures thereon into compliance. Any expenses incurred by the Association pursuant to this sub-paragraph (d) shall be assessed against the Owner of the Parcel in question. If not paid within thirty days after the Owner is provided with an accounting of such expenditures, the Association may, in its discretion, institute an action at law to collect the amount in question. The Owner shall be responsible for reasonable attorney's fees and other expenses of enforcement.

9. ASSOCIATION'S EXCULPATION.

The Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval so granted shall be binding upon all persons.

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10. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except for parking violations and in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below.

10.1 Legal Action.

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

10.2 Entry by Association.

Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Living Unit where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Fines and Suspension.

The Board may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The fine may not exceed the maximum allowed by law. Fines and suspensions shall adhere to the following guidelines:

- A. A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) persons appointed by the Board of Directors, which persons may not be officers, directors or employees of the Association or the spouse, parent or child of an officer, director or employee. If the committee, by majority vote, does not

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approve a proposed fine, it may not be imposed.

- B. Fines approved by the committee shall be due and payable when the committee renders its decision. If no hearing has been requested, a fine shall be due and payable when the time to request a hearing has expired.
- C. Owners are responsible for payment of fines imposed on their tenants, guests and invitees, should the tenant, guest or invitee fail to pay the fine when due. If an Owner or Parcel is in violation of the Governing Documents when an application for a certificate of approval is submitted for a proposed purchase, the Owner must correct all violations prior to closing or make provisions acceptable to the Association to ensure their correction after closing. The parties may hold funds in escrow to correct violations, only if the Association has previously approved the terms of such escrow.

11. LEASING, CONVEYANCE, DISPOSITION.

In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transience, protecting the value of the Parcels and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 11.5 below):

11.1 Forms of Ownership:

- A. A Parcel may be owned by one natural person who has qualified and been approved as elsewhere provided herein. Realtors/buyers are responsible for submitting an application, which includes a credit check and background check (to include sexual predator search). These are to be done by the property manager and paid for by the buyer.
- B. Co-ownership.
Co-ownership of Parcels may be permitted. If the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one (1) of the approved as co-owners the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant was the only actual Owner. The intent of this provision is to permit multiple owners, but to prohibit short term, transient use by several individuals or families. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section.
- C. Ownership by Corporations, Partnerships or Trusts.
A Parcel may be owned in trust, or by a corporation, partnership or other entity, which is not, a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short-

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term transient accommodations for several individuals or families. The approval of a trustee, corporation or other entity as an Owner shall be conditioned upon designation of one (1) natural person as the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant was its only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section. No more than one such change will be approved in any twelve-month period.

D. Life Estate

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

11.2 Transfers

Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law. If the new purchaser has not received a copy of said documents, the closing shall be delayed until such time as the documents are provided.

A. Lease, Sale or Gift

No Owner may effectively lease, or convey title to a Parcel or any interest therein by sale or gift without the prior written approval of the Board of Directors of the Association.

B. Devise or Inheritance

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

C. Other Transfer

If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Parcel shall be subject to the approval of the Association under the procedure outlined in Section 12.3 below.

11.3 Procedures

A. Notice to Association

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1 Lease, Sale or gift.

An Owner intending to lease his Living Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the date of the proposed lease or transfer, together with the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Board may reasonably require. A signed receipt of the afore mentioned documents must be returned to the Homeowners Association for final approval prior to closing. The Association may charge a transfer fee in the amount set by the Board for the cost of processing each application.

2 Devise, Inheritance or Other Transfers.

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

3 Failure to give Notice.

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

B. Within twenty (20) days of receipt of the required notice and all information requested, whichever occurs first, the Board shall approve or disapprove the lease or transfer. If a lease or transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form (for transfers) and delivered to the leaser or transferee. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the leaser or transferee.

C. Disapproval.

The Board may disapprove for good cause a proposed lease or transfer only if a majority of the whole Board votes to disapprove the transfer. Only the following shall be deemed to constitute good cause:

- 1 The person seeking approval has been convicted of a felony involving violence to persons or property, a felony demonstrating dishonesty or moral turpitude, or listed as a sexual offender.
- 2 The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

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- 3 The person seeking approval failed to provide the information required for processing of the application in a timely manner;
- 4 The owner is delinquent on assessments owed to the Association at the time of application; or
- 5 The owners and the person seeking approval concluded the transfer without notice to the Association as required above.

D. Dues.

All outstanding dues, assessments, fines or other amounts owing to the Association must be collected by the closing agent and sent to the Association immediately after closing.

E. Covenants Violations.

Any outstanding violations of the Covenants or Rules must either be corrected prior to closing, or a monetary amount sufficient to correct the violations, in the sole discretion of the Board, must be provided to the Association in escrow at closing. The new Owner shall have thirty (30) days from the date of closing to correct the violation, or the Association may use the escrowed funds to remedy the violation and charge any additional amounts incurred to the new owner.

11.4 Leasing.

Only entire Living Units may be leased. No home may be leased for a period of less than six (6) months, nor may a home be rented more than twice in any calendar year. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents, and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant, and shall provide that the Owner agrees that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs. Prior to the commencement of a lease term, the Owner shall provide the tenant a copy of the most recent version of the Governing Documents. A signed receipt of the afore mentioned documents must be returned to the Homeowners Association prior to the start of the lease.

Prior to the beginning of a lease term, the Owner shall deliver a copy of the signed lease to the Association together with a fee in an amount to be determined by the Board to defray the cost of reviewing the lease for compliance with the Governing Documents.

11.5 Exception.

The provisions of Section 11 do not require Association approval of the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

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11.6 Unapproved Transfers.

Any lease, sale or transfer, which is not approved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the lessee or other occupant in accordance with Chapter 83, Florida Statutes, without securing consent to such eviction from the Living Unit Owner.

12. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:**12.1 Duration of Covenants.**

The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, and any Owner, their respective legal representatives, heirs, successors and assigns, for a period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, 3/4 (75%) of the entire membership, at a duly held meeting of members of the Association, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

12.2 Proposal.

Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

12.3 Vote Required.

Except as otherwise provided by law, or by specific provision of the Association Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least a majority of the voting interests present in person or by proxy and voting at any annual or special meeting called for that purpose, provided that the text of each proposed amendment has been given to the Members with notice of the meeting, except the Association, acting through its Board of Directors, and after thirty (30) days

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written notice to members in good standing, reserve to itself, during the period said restrictions are in effect, the right to delete or modify the provisions thereof as shall be necessary in its sole judgment to fully protect the value, beauty, and desirability of Victoria Park I, and the quality of life for its residents. No amendment shall change any Parcel's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment.

12.4 Certificate Recording.

A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by officers of the Association or assignees with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

13. GENERAL PROVISIONS.

13.1 Waiver.

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

13.2 Severability.

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

13.3 Headings.

The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

13.4 Notices.

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

13.5 Interpretation.

The Board of Directors is responsible for interpreting the provisions of the Governing Documents. Such interpretation shall be binding upon all parties unless wholly unreasonable.

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**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
VICTORIA PARK I**

8.15 Walls and Fences.

No A wall or fence shall may be constructed on any a Parcel with prior Board approval and in compliance with the Rules of the Association except as required for garbage screening as provided for in Section 8.5. Pool fences built per pursuant to state code are to be approved by the Board when a pool screen enclosure is not installed, the pool fence is to be buffered with approved landscape material.

**NOTE: SUBSTANTIAL AMENDMENT OF SECTION 10.3 OF THE DECLARATION.
FOR PRESENT TEXT OF SECTION 10.3 OF THE DECLARATION SEE EXISTING
SECTION. ADDITIONS UNDERLINED.**

10.3 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 Chapter 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family, members, guests or lessees or who fail to pay assessments or other charges. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum accrued fine for a continuing violation shall not exceed \$1,200.00. If allowed by law, fines shall be secured by a lien on the owner's lot. Suspensions of the use of common areas, facilities and 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 specific designation of the provisions of Chapters 617 or 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;**
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and**
- (4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.**

(B) Hearing. At the hearing the party against whom the fine and/or 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

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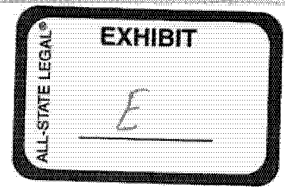
any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) lot owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

(C) Written Notice of Fine or Suspension. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, any tenant, licensee, or invitee of the parcel owner.

(D) Collection of Fines. Any fine not paid within five (5) days of the Written Notice in subsection (C) above shall become delinquent. Owners are responsible for payment of fines imposed on their tenants, guests and invitees should the tenant, guest or invitee fail to pay the fine when due. Fines may be treated as an assessment subject to the provisions for the collection assessments set forth in this Declaration and any fine of \$1,000.00 or more may become a lien against a parcel. Fines may also be collected utilizing any lawful method. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney fees and costs.

10.4 Suspensions and Fines without a Hearing. The foregoing notwithstanding, if allowed by law, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member for the nonpayment of any monetary obligation that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly notice board meeting and upon approval, the Association must notify the owner and if applicable, the owner's occupant, lessee, or invitee by mail or hand delivery of the suspension.

10.5 Voting Suspension and Board Eligibility. The Association may suspend, with no prior notice or opportunity for a hearing, the voting rights of a member for the nonpayment of any monetary obligation that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly notice board meeting and upon approval, the Association must notify the owner by mail or hand delivery of the suspension. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for board membership.



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AMENDED AND RESTATED

BYLAWS

VICTORIA PARK I PROPERTY OWNERS ASSOCIATION, INC.

EXHIBIT "B"

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BYLAWS**VICTORIA PARK I PROPERTY OWNERS ASSOCIATION, INC.**

1. **GENERAL:** These are the Bylaws of Victoria Park I Property Owners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating Victoria Park I (the "Properties") pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporations Act and Chapter 720, Florida Statutes, Homeowners' Associations.

1.1 **Principal Office.** The principal office of the Association is 9583 Sussex Street, Naples, FL 34109.

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

1.3 **Definitions.** The definitions set forth in the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Victoria Park I (the "Declaration"), and Sec. 720.301, F.S., (2003), shall apply to terms used in these Bylaws.

2. **MEMBERS:**

2.1 **Qualifications.** The members of the Association shall be the Owners of Units in the Properties. Membership shall become effective upon the occurrence of the last to occur of the following events. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit.
- (B) Approval by the Board of Directors as provided for in the Declaration.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

2.2 **Voting Interest.** Each Member of the Association is entitled to 1 vote for each Unit owned by them. The total number of votes shall not exceed the total number of Units subject to the Declaration.

2.3 **Approval or Disapproval of Matters.** Whenever the decision or approval of the Members is required upon any matter, such decision or approval may be expressed by any person authorized to cast the vote of such Unit, unless the joinder of all record owners is specifically required.

2.4 **Change of Membership.** Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time, the membership of the prior owner shall be terminated automatically.

2.5 **Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Properties during the period of his membership, nor does it impair any rights or remedies which the

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Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING:

3.1 Date and Place of Annual Meetings. The annual meeting shall be held on a date selected by the Board in the month of January. The annual meeting shall be held in Collier County, Florida, each year at a place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members, and in particular, seating the Directors to fill any vacancy caused by the expiration of a Director's term.

3.2 Special Members' Meetings. Special meetings of the Members must be held whenever called by the President or by a majority of the Directors, and may also be called by 25% of all Members. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all meetings of the Members must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice may also be sent by electronic transmission to any Member who has consented in writing to receiving notices by electronic transmission. Notice to the Members, of meetings of the Board, meetings of a committee requiring notice in the same manner as meetings of the Board, and annual and special meetings of the members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (except as limited by Chapter 720, Florida Statutes and these By-Laws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the recipient has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the recipient has consented to receive notice. Notice is also effective when posted on an electronic network that the recipient has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the recipient of the fact of such specific posting; or when correctly transmitted to the recipient, if by any other form of electronic transmission consented to by the recipient to whom notice is given. Consent by a recipient to receive notice by electronic transmission shall be revocable by the recipient by written notice to the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The recipient is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the member has revoked his consent. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these By-Laws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between

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computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. The quorum shall be 20% of the voting interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any of them, so as to reduce the number of interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. A Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is 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 Member, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. The designated proxyholder must be an officer of the Association, or a Member. 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.

3.7 Voting. Where membership is based upon co-ownership or family ownership, the member vote shall be cast by one of the co-owners or one of the adult family members. Where membership is held by a legal entity, the member vote shall be cast by the agent or official of that entity so authorized.

3.8 Adjourned Meetings. Any duly called meeting may be adjourned to be reconvened at a specific later time by vote of the majority of the Members present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members who are not present, in person or by proxy, of the date, time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last Members' meeting.
- (C) Reports of Officers.
- (D) Reports of Committees.
- (E) Unfinished Business.
- (F) New Business.
- (G) Adjournment.

3.10 Minutes. Minutes of all meetings of the Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by the Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable

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time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with Chapters 617 and 720, Florida Statutes or the Governing Documents. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by Chapter 617 and 720, Florida Statutes, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5) and may thereafter be increased to any higher odd number, not to exceed seven (7). All Directors shall serve three (3) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. A Director must be a Member or the spouse of a Member. If a unit is owned by a corporation, partnership or trust, any officer, director, partner or trustee, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than removal (recall) as set forth in Section 4.4 below, a majority of the remaining Directors though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

4.4 Removal of Directors. Any Director may be removed with or without cause by vote of majority of the Members, either by a written Petition, or at any meeting called for that purpose, but in either event, in the manner required by Florida Law.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to all Members, except for meetings with the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members shall be permitted to attend Board meetings, and speak to agenda items subject to the rules of the Association as to the manner of doing so. Notices of all Board meetings shall be posted in a conspicuous location in the Properties for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In addition to the posting requirements discussed above, notice of

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each Board meeting may be published in a newsletter, or by conspicuously posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in the Properties, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under these Bylaws or Chapter 720, Florida Statutes. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

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

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

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

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

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

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by Section 720.303(2), Florida Statutes, committee meetings shall be open to attendance by Members, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings. As of the date these Bylaws have been adopted, pursuant to Section 720.303(2), Florida Statutes, the requirements of Section 4.7 shall apply to any committee meeting when the committee makes a final decision regarding the expenditure of Association funds, and to meetings of the Architectural Review Committee.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all

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Directors at any meeting. No person may hold more than one office. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President and an Assistant Secretary and an Assistant Treasurer.

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

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

5.4 Secretary. The Secretary shall attend Members' meetings and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

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

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year in accordance with the Declaration.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance.

6.4 Assessments. Assessments based on the adopted budget shall be paid either monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the

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

6.5 Special Assessments. Special Assessments may be levied in accordance with the Declaration. Special Assessments shall be due on the day specified in the resolution of the Board approving such Special Assessments.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within 60 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a financial report for the previous 12 months. The financial report shall consist of financial statements presented in conformity with generally accepted accounting principles; or a financial report of actual receipts and expenditures, cash basis, which report shows the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend rules and regulations subject to any limits contained in the Declaration. Copies of such rules and regulations shall be furnished to the Members. Any rule or regulation created and imposed by the Board must be reasonably related to a legitimate purpose of the Association and uniformly applied and enforced.

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

8.1 Obligations of members: Remedies At Law Or In Equity, Levy of Fines and Suspension of Use Rights.

(1) Each member and the member's tenants, guests and invitees, are governed by, and must comply with Chapter 720, Florida Statutes, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any members against:

- (A) The Association;
- (B) A member;
- (C) Any director or officer who willfully and knowingly fails to comply with the provisions of Chapter 720, Florida Statutes and the Governing Documents; and
- (D) Any family members, tenants, guests, or invitees occupying a Unit.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.

(2) The Association may suspend, for a reasonable time, the rights of a member or a member's family, tenants, guests or invitees to use the Common Areas, and may levy reasonable fines against

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members, in those cases in which owners commit violations of Chapter 720, Florida Statutes, the provisions of the Governing Documents, or condone such violations by their family, tenants, guests, 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 the maximum amounts allowed by law. The procedure for suspending use rights and for imposing such fines shall be as follows:

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended or fined and opportunity for hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of Florida law and the Governing Documents which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association.

(B) The party against whom the suspension or fine may be imposed shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Unit Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

(C) If the committee, by majority vote, does not approve the suspension or fine, it may not be imposed.

(D) The Association may suspend Common Area use rights and levy fines because of the failure of the member to pay assessments or other charges when due in the manner set forth above, except that the Board of Directors may do so without the need for involvement of a committee of members other than the Board.

(E) Suspension of Common Area use rights shall not impair the right of an owner or tenant of a Unit to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park.

(F) The Association may suspend the voting rights of a member when Assessments are delinquent in excess of 90 days.

8.2 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Properties free from unreasonable restraint and annoyance.

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

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors, and by written petition to the Board signed by Members representing at least one-fourth (1/4) of the Units.

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9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. A proposed amendment to these Bylaws shall be adopted if it is approved by a majority of the Members present and voting at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Members in accordance with law.

9.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

10. MISCELLANEOUS:

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

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

10.3 Conflict. The provisions of the Declaration and the Articles shall prevail over any conflicting provision of these Bylaws, in that order of priority, where the conflict is irreconcilable.

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VICTORIA PARK ONE

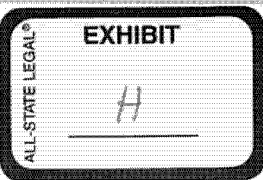
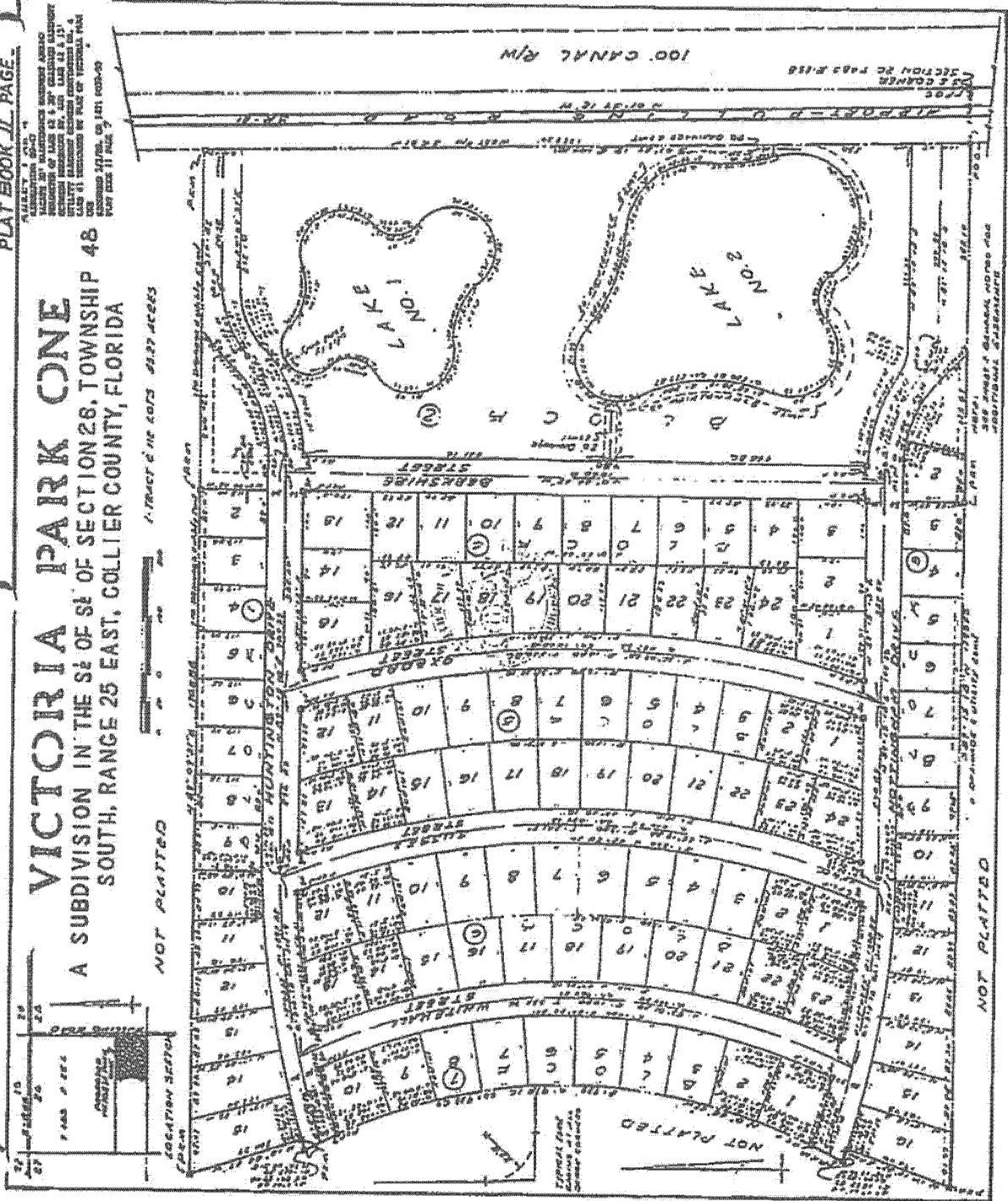
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VICTORIA PARK ONE

A SUBDIVISION IN THE SE¹ OF SE¹ OF SECTION 26, TOWNSHIP 48
SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

DESCRIPTION

Beginning at the Southwest corner of Section 26, Township 48 South, Range 25 East, Collier County, Florida, and running North 89° 15' 18" W. 1735.25 feet along the South line of said Section 26 to a circular curve measure to the Northeast, Radius 150.00 feet, Chord Bearing 72° 57' 00" N. 87.78 feet; thence along the arc of a circular curve measure to the East, Radius 150 feet, Chord Bearing N 0° 12' 00" W. 170.16 feet; thence along the arc of a circular curve measure to the Southwest, Radius 150.00 feet, Chord Bearing S 10° 40' 31" E. 27.05 feet; thence S 10° 40' 31" E. 170.16 feet; thence S 10° 40' 31" E. 170.16 feet to the West; thence along the West line of said Section 26, 1735.25 feet along said West line to the place of Beginning.

EXHIBITS

ALL ARE BY THESE PRESENTS, that certain parcels (hereinafter described) owned by the owner of the lands described herein, have been sold and conveyed to be known as VICTORIA PARK ONE.

The streets, roads and easements as shown on the attached plat are hereby dedicated to the perpetual use of the public for proper purposes.

IN WITNESS WHEREOF, DOBBS & DOBBS (INTERNATIONAL) COMPANY has caused these presents to be signed in its name, and the corporate seal to be hereunto affixed, by its proper officer duly authorized, this 11th day of May, 1973.

DOBBS & DOBBS (INTERNATIONAL) CORP.

John E. Dobbs
John E. Dobbs, President

Signed, Sealed and delivered in the presence of
DR. H. H. H.

ACKNOWLEDGMENT

I, COUNTY CLERK, do hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared *John E. Dobbs*, well known to me to be the president of the above corporation, and that he personally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 1973.

John E. Dobbs
Notary Public
My commission expires at the pleasure of the State

MORTGAGE APPROVAL

This Plat is hereby approved for record by the following owner, and holder of the mortgage on the property as described herein, this 11th day of May, 1973.

THE BANK OF AMERICA

Robert E. Carter
Vice President

Signed, Sealed and delivered in the presence of:
Maggie L. H.
Robert E. King

NOTES:
Easements on block corners have 25 foot radii curbs to block lines and are intended for public use.
10 foot utility and drainage easement on all four traverse lines and 4 foot utility and drainage easement on all side traverse lines.
Bearings based on section line N 0° 12' 00" W. as being 1° 59' 12" N.
N indicates permanent reference monument.
C indicates permanent control point.

RECEIVED

This plat approved by the COLLIER COUNTY CLERK this 11th day of May, 1973.

John E. Dobbs
County Clerk

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PLAT BOOK 11, PAGE 2
SHEET 2 OF 2