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Instrument prepared by and return to:
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Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive, Third Floor
Naples, FL 34103
(239) 649-6200

Re: ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly called annual members' meeting held on March 25, 2003, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "1" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Covenants for Longshore Lake was originally recorded in O.R. Book 1294 at Page 418 et. seq., Public Records of Collier County, Florida.

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

Witness
Print Name: John F. Dodd
Witness
Print Name: Carole A. Faust
By: Joseph R. Leone, President
LONGSHORE LAKE FOUNDATION, INC.
(SEAL)
COLLIER COUNTY
OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of April, 2003, by Joseph R. Leone, President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produce _____ as identification.

Joan L. Kurek
Notary Public, State of Florida
JOAN L. KUREK
Printed Name of Notary Public
Serial Number: _____
My Commission Expires: _____

Joan L. Kurek
Commission #DD147062
Expires: Sep 03, 2006
Bonded Through
Atlantic Bonding Co., Inc.

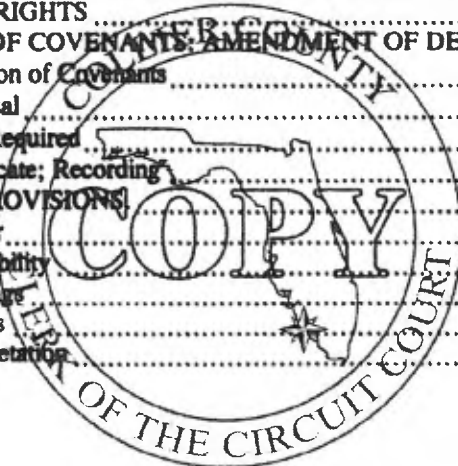
**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE**

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AMENDED AND RESTATED DECLARATION

FOR

LONGSHORE LAKE

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the Amended and Restated Declarations for Longshore Lake, Declaration of General Protective Covenants was recorded in Official Record Book 1315, at Page 588 et seq., of the Public Records of Collier County, Florida. That Amended and Restated Declarations, as it has previously been amended, is hereby further amended and is restated in its entirety.

A. **SUBMISSION TO COVENANTS, CONDITIONS AND RESTRICTIONS:** This Amended and Restated Declaration for Longshore Lake is made by Longshore Lake Foundation, Inc., a Florida not-for-profit corporation. The land subject to this Declaration and the improvements located thereon has already been submitted to the Amended and Restated Declarations. No additional property is being submitted by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of any real property within Longshore Lake. The acquisition of title to a Parcel within Longshore Lake, or the lease, occupancy, or use of any portion of a Parcel, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms, all Governing Documents, as well as any Rules and Regulations adopted from time to time.

B. **NAME AND ADDRESS:** The name of this residential community is Longshore Lake and is located in Naples, Collier County, Florida.

C. **DESCRIPTION OF LONGSHORE LAKE RESIDENTIAL COMMUNITY:** The land submitted by this Amended and Restated Declaration for Longshore Lake is legally described in Exhibit "A" attached hereto.

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2002), unless otherwise defined below.

1.1 **"Act"** shall mean and refer to Chapter 720, Florida Statutes (2002).

1.2 **"Architectural Review Board" (ARB)** means and refers to the committee described in this Declaration.

1.3 **"Foundation"** shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not for profit.

1.4 **"Board"** means and refers to the Board of Directors of the Foundation.

1.5 **"Common Area"** means such roads, Lakes gatehouse area, clubhouse recreational and other facilities and refers to all real property which is now or hereafter owned by the Foundation or dedicated for use or maintenance by the Foundation or its members by a recorded plat or this Declaration

1.6 [Intentionally Deleted]

1.7 "Declaration" means and refers to this Amended and Restated Declaration for Longshore Lake, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one natural person; 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 three persons not so related, who reside together as a single housekeeping unit.

1.9 "Governing Documents" means and refers to this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations, including any posted speed limits or other posted rule, and the Architectural Planning Criteria of the Foundation; and the Declaration of Covenants, and any other Covenants of record that are applicable to one or more neighborhood but not all neighborhoods. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above (provided that Neighborhood Covenants may impose rules which are more restrictive than the Foundation's governing documents).

1.10 "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.

1.11 "Institutional Mortgagee" 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.

1.12 "Lease" means the grant by a living unit owner of a temporary right to occupy the owner's Living Unit for valuable consideration.

1.13 "Living Unit", "Unit" or "Residence" means and refers to any or all the residences which are or will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.

1.14 "Parcel" or "Parcels" means a platted lot. 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.

[1.15- 1.16 intentionally deleted].

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

1.18 "Neighborhood" shall mean and refer to any development sub-area located in Longshore Lake, which is subject to a recorded Neighborhood Covenant.

[1.19 intentionally deleted].

[1.20 intentionally deleted].

1.21 "Properties" means and refers to all real property which is subject to this Declaration. "Properties" shall also have the same meaning as the term "Community" as defined in Chapter 720, Florida Statutes (2002).

1.22 "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.

1.23 "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 Longshore Lake.

1.24 "Primary Occupant" means the natural person approved for occupancy, together with his 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.

1.25 "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and any exhibits therein, imposed by recorded or unrecorded instrument and applicable to one or more specific Neighborhoods, but not to all Neighborhoods.

1.26 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the common area and procedures for administering the Foundation and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.27 "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.

1.28 "Tenant" or "Tenants" means and refers to one who leases from an Owner and holds temporary possession of a Living Unit.

1.29 "Longshore Lake" means and refers to and shall be the name of the Properties, more particularly described in Collier County Ordinance No. 87-54 (the "P.U.D. Master Development Plan") as repealed and replaced in its entirety by Collier County Ordinance No. 93-3, which established a plan for 566 single-family and single-family cluster dwelling units and no multi-family dwelling units.

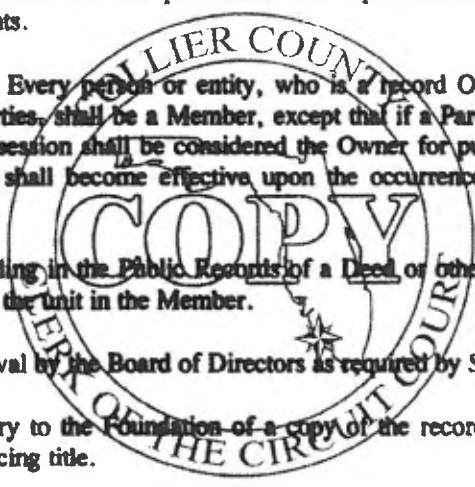
2. FOUNDATION; MEMBERSHIP; VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

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

2.2 Bylaws. A copy of the Amended and Restated Bylaws of the Foundation is attached as Exhibit "C".

2.3 Delegation of Management. The Foundation may contract for the management and maintenance of the Properties and authorize a management agent to assist the Foundation 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 Foundation for such purposes. The Foundation and its officers shall, however, retain at all times the powers and duties provided in Chapter 720, Florida Statutes and 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 if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following:

- 
- (1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the Member.
 - (2) Approval by the Board of Directors as required by Section 12.2 hereof.
 - (3) Delivery to the Foundation of a copy of the recorded deed or other instrument evidencing title.
 - (4) Delivery to the Foundation, if required, of a written designation of a primary occupant.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.5 Voting Interests. The Members of the Foundation are entitled to one (1) vote for each Parcel owned by them. The total number of membership votes shall not exceed the total number of Parcels subject to this Declaration.

2.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Members is required upon any matter, whether or not the subject of a Foundation meeting, such decision or approval may be expressed by any person who could cast the vote of such Parcel if present in person at a Foundation meeting, unless the joinder of all record Owners is specifically required.

2.7 Change of Membership. Following written approval of the Foundation, as elsewhere required herein, a change of membership in the Foundation shall be established by the new owners 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 Foundation does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Foundation during the period of his membership, nor does it impair any rights or remedies which the Foundation 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 Foundation As Owner of Parcels. The Foundation has the power to purchase Parcels and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

2.10 Membership Roster. The Foundation 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 within ten (10) business day of a written request.

2.11 Limitation on Liability. Notwithstanding the duty of the Foundation to maintain and repair the Common Area, the Foundation 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 Foundation, or caused by the elements or Owners or other persons.

2.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Foundation 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 Foundation have a fiduciary relationship to the members. An Owner does not have the authority to act for the Foundation by virtue of being an Owner.

2.13 Powers and Duties. The powers and duties of the Foundation include those set forth in the Governing Documents and the Act. The Foundation shall have the authority to execute a bulk cable TV or Satellite telecommunications contract for Longshore Lake as a whole, and include such charges in the Foundation's assessments. Implementation of this authority is subject to approval of the proposed contract by a majority of the Owners.

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

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

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Foundation;

(B) the Parcel's pro rata share of special assessments for Foundation expenditures not provided for by annual assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Foundation Bylaws, and in particular "house" charges such as food, beverage and tennis;

(D) any reasonable fee set by the Foundation for the private use of any facility situated upon the Common Area

(E) All Common Areas and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments; and

(F) 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.

3.2 Establishment of Lien. Any and all assessments levied by the Foundation in accordance with the provisions of this Declaration, 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 the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his 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 Foundation, setting forth the description of the homeowner's Parcel, the name and address of the Foundation, 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 of the original Declaration. 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.

3.3 Priority of Liens. The foregoing notwithstanding, the Foundation's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Foundation'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 Foundation, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure and except for an Institutional Mortgagee, shall be liable

for all assessments, charges, attorney's fees and costs of collection that came due prior to foreclosure or deed 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 common expense.

3.4 Collection of Assessments and other charges. If any Owner fails to pay any Assessment, or installment thereof or any other monthly bill by the due date established by the Board, the Foundation 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 Foundation:

- (A) To charge interest on such assessment or charge, at the highest rate allowed by law, as well as to impose a late payment penalty of up to Twenty-five Dollars (\$25.00). This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.
- (B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Foundation in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.
- (C) To bring an action at law for a money judgment against the applicable Owner without waiving any lien foreclosure rights of the Foundation.
- (D) To suspend the voting rights, as provided in Florida Statutes, for any owner whose regular assessment and charges are delinquent in excess of 90 days, and to suspend use rights to the Common Areas for any Owner and his tenants, guests and invitees, whose assessment remains unpaid beyond deadlines established by the Foundation. Suspension of said rights shall not impair the right of an owner and his tenants, guests and invitees for vehicular and pedestrian ingress and egress from the parcel.
- (E) To cause the cable provider to suspend the right of an owner to receive cable service at the bulk rate if the Foundation enters into a bulk rate cable contract.

3.5 Certificate. The Foundation 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 or agent of the Foundation, setting forth whether said assessments and any other sums due the Foundation have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

4. ARCHITECTURAL AND AESTHETIC CONTROL.

4.1 Necessity of Architectural Review and Approval. No improvement, modification or structure of any kind that in any way materially alters the exterior appearance of any structure or lot, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alteration, screen enclosures, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or

maintained upon any Parcel or the property, nor shall any addition, change or exterior alteration be made, including, but not limited to, changes in exterior colors, finishes and materials, nor any subdivision platting or replatting of any Parcel or Parcels, or the property be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Board (ARB). All plans and specifications shall be evaluated as to harmony of external design and as to conformance with the architectural criteria of the Foundation. No ARB approval shall be required for improvements or alterations made by the Foundation. The landscape criteria shall be limited to compliance with the approved plant list, approved irrigation zones and approved planting plan called for in the ARB Design Review Guide.

4.2 **Architectural Review.** The architectural review and control functions of the Foundation shall be administered and performed by the ARB. The ARB shall consist of three (3) members appointed by and who serve at the pleasure of the Board of Directors.

4.3 **Powers and Duties of the ARB with respect to Architectural Review.** The ARB shall have the following powers and duties:

- (A) To propose modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. The Architectural Planning Criteria shall be effective upon adoption by a majority of the Board of Directors of the Foundation. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Foundation; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- (B) To require submission of two (2) complete sets of all plans and specifications for any improvement (including a new house) or structure of any kind that in any way materially alters the exterior appearance, including without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Parcel in the Properties. The landscape criteria shall be limited to compliance with the approved plant list, approved irrigation zones and approved planting plan called for in the ARB Design Review Guide. The ARB may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. The ARB 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, fence, wall, 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 that in any way materially alters the exterior appearance of any structure. The landscape criteria shall be limited to compliance with the approved plant list, approved irrigation zones and approved planting plan called for in the ARB Design Review Guide.

- (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 ARB of such change, modification or alteration, and the plans and specifications thereof, 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 ARB and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Foundation. The ARB shall be specifically empowered to grant variances as are deemed reasonable, required or necessary to meet the needs of the particular building site.
- (E) To verify compliance with the provisions hereof and any approvals and conditions of the ARB.
- (F) All final ARB disapprovals, along with the reasons for the disapproval, shall be submitted in writing to the applicant and the Board of Directors. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors within thirty (30) days of the ARB's decision, for a review thereof. The Board shall rule on the appeal within 45 days of receipt of the appeal. The determination of the Board in reviewing the ARB's decision shall be final.
- (G) Any Owner making or causing to be made any improvements, alterations or additions shall be deemed to have held the ARB and Foundation harmless from any liability, damage to the Properties and from expenses arising from the construction and installation of any improvement. The Owner shall be solely responsible for: the quality of construction and the materials used; the maintenance, repair and insurance of any alteration, modification or improvement; and assuring that the construction meets with all applicable governmental approvals, building codes and ordinances.

5. PROPERTY RIGHTS: EASEMENTS.

5.1 Use of Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over Common Area for use in common with all other Owners, their tenants, guests and invitees, except as otherwise limited in the Governing Documents. 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 Foundation 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 Foundation 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 or as mandated by this Declaration and any other restriction of record. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.
- (C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his immediate family who resides with him, and to his tenants, guests and invitees subject to regulation from time to time by the Foundation. Any Owner who leases his Living Unit shall be presumed to have delegated his easements and rights to use the Common Area to his tenant, and such Owner's easement and right to use the Common Area shall be suspended during the term of the lease, except that Owner shall be permitted temporary ingress and egress to his Living Unit in order to inspect his Living Unit. It is the intent hereof to prohibit dual usage of the recreation and parking facilities located in the Common Area.
- (D) The tennis courts are to be used only for playing tennis.
- (E) The right of the Foundation to construct improvements and alterations to the Common Area, including traffic control and safety devices.
- (F) Any other recorded easements, including those reflected on any recorded plats of the Properties.

5.2 Easement for Repair, Maintenance and Encroachment. If any Living Unit or part of a Living Unit shall encroach upon any of the Common for any reason other than the intentional act of the Owner, or if Common Area shall encroach upon any Living Unit or Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Parcel (the "Encroaching Parcel") shall encroach upon any adjoining Parcel, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the original builder of the living unit, then an easement appurtenant to such Encroaching Parcel, to the extent of such encroachment,

shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Foundation agree that minor encroachments on the Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Foundation is granted a blanket easement over all Neighborhoods, the Common Area and Parcels for repair and maintenance that is required by a recorded plat or by this Declaration and for carrying out its responsibilities pursuant to this Declaration. Repair of any damage or alteration caused by the Foundation in carrying out its responsibility, will be the responsibility of the party making the encroachment.

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

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

6. MAINTENANCE OF COMMON AREAS AND LIVING UNITS.

6.1 Common Areas. The Foundation shall maintain, repair and replace the Common Areas at the Foundation's expense. An Owner shall be liable for any maintenance, repairs or replacement of any of the Common Areas caused by the acts of an Owner, his family, lessees, invitees and guests.

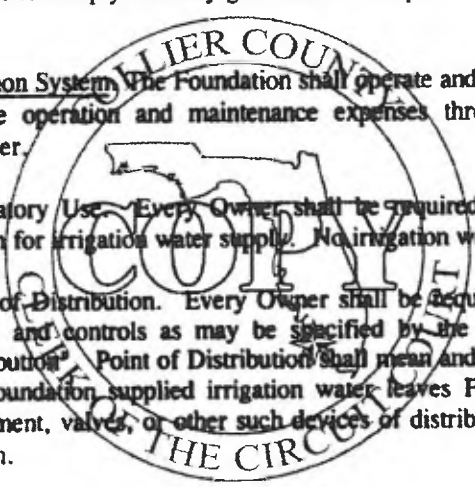
6.2 Parcels and Living Units. The Parcels and Living Units shall be maintained by the Owners in a safe, clean, orderly and attractive condition, and in harmony with the general character of Longshore Lake. This shall include, for example, providing grass in appropriate areas, cutting the grass as needed, removing rubbish and generally maintaining all improvements in good condition. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days written notice and demand from the Foundation and the Owner's failure to comply, the Foundation shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and the Living Unit or any property into conformity and the expenses of doing so shall be an obligation of

the Owner collectable as a special assessment. The Foundation is granted an easement upon all portions of the Properties for these purposes. During construction of a Living Unit or other improvement, the Owner shall be required to maintain his Parcel in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Parcel and no trash receptacles or portable toilets shall be placed on the road right of ways.

6.3 Alterations and Additions. New Capital Improvements or substantial alterations to the Common Area may be undertaken and funds necessary levied as special assessments by the Foundation only upon approval by a majority vote of the Board of Directors. The total amount of all special assessments for new Capital Improvements or substantial alterations in excess of one-sixth ($1/6^{\text{th}}$) of the annual assessment in any fiscal year, shall require approval from a majority of the Members present (in person or by proxy) at any Members' meeting, provided a quorum has been established. No special assessment which would otherwise exceed this threshold may be spread over multiple fiscal years in order to avoid the requirement for approval by the members.

Approval of the Members is not required if the funding is necessary in order to maintain, repair, replace or insure the Common Area, or to comply with any governmental requirement.

6.4. Master Irrigation System. The Foundation shall operate and maintain the master irrigation system and shall recover the operation and maintenance expenses through its regular and special assessment and lien rights power.

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- (A) Mandatory Use. Every Owner shall be required to use the master irrigation system for irrigation water supply. No irrigation wells shall be permitted.
 - (B) Point of Distribution. Every Owner shall be required to provide the necessary piping and controls as may be specified by the Foundation to the "Point of Distribution". Point of Distribution shall mean and refer to the point from which the Foundation supplied irrigation water leaves Foundation maintained piping, equipment, valves, or other such devices of distribution, and enters the Owner's system.
 - (C) Usage Restrictions. Every Owner shall adhere to the usage restrictions and schedule which may be promulgated by the Foundation or any other governmental agency with applicable authority.
 - (D) Foundation's Liability. The Foundation shall not be held liable for damages resulting from system failure, unless the failure was due to the gross negligence or willful misconduct of the Foundation, and only then for so long as the failure was within the reasonable control of the Foundation.

7. LAKE AND WATER RIGHTS.

7.1 Ownership of Lakes. Certain portions of the Properties shall constitute "lakes". The lakes subjected to this Declaration have been conveyed to the Foundation, who is the "Owner" of the lakes for the purposes set forth in this Declaration. The Foundation shall control the waters, water quality

and maintenance of the lakes.

7.2 Maintenance of Lake Embankments and Lake Bottoms. The Foundation shall maintain and control the quality of the lakes and shall maintain the lake bottoms. The Foundation shall have the power and right as it deems appropriate, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lakes, as well as to maintain any drainage device and/or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time. The Owner of the land adjacent to the water edge ("Adjacent Owner") shall maintain the embankment to the water edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other natural support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If the Adjacent Owner shall fail to maintain the embankment, the Foundation shall have the right, but not the obligation, after 14 days written notice to enter onto the adjacent Owner's property and perform the maintenance at the expense of the Owner, which expense shall be a Special Assessment against the Owner and his Parcel. No notice is required in the event of an emergency.

7.3 Improvements on Lakes. In the event that the Foundation has constructed any bridges, docks, or other improvements which may extend over or into the lakes or construct any bulkheads or similar improvements to support or enhance the lakes, the Foundation shall maintain any and all improvements in good repair and condition. No Owner shall be permitted to construct any improvement, permanent or temporary, on, over or under any lake without the written consent of the ARB.

7.4 Easements. The Owners' use and access to the lakes shall be subject to and limited by the rules and regulations of the Foundation. If permitted, the use of lakes shall be limited to fishing, boating, and/or recreational use. The Foundation is hereby granted a non-exclusive easement for ingress and egress over the lakes for the purpose of providing the maintenance required herein and the Adjacent Owners are hereby granted a non-exclusive easement over the lake for the purpose of providing any maintenance to the embankment.

7.5 Lake Use Restrictions and Covenants. In connection with the use of any lake the following restrictions shall apply:

- (A) No motorized or power boats shall be permitted on any lake with the exception of boats used for maintenance thereof. Boats with electric motors are permitted.
- (B) No bottles, trash, cans or garbage of any kind or description shall be placed in any lake.
- (C) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Foundation's determination whether any activity constitutes an annoyance or nuisance shall be final.
- (D) No person or entity, except the Foundation, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.

- (E) The lakes shall not be used in conjunction with any business enterprise or public use whatsoever.
- (F) There shall be no fishing permitted from bridges, streets or right of ways. Occupants and their guests shall be permitted to fish in the lakes only in areas so designated.
- (G) The Board of Directors of the Foundation shall be entitled to establish, amend, or modify rules and regulations governing the use of the lakes as the Board deems necessary or convenient.

8. **INSURANCE.** The Foundation shall obtain and maintain adequate insurance (with provisions for deductibles) as follows:

- (A) **Casualty.** The coverage shall afford protection as may be appropriate against:
 - (1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement to the Common Area.
 - (2) Such other risks as from time to time are customarily covered with respect to improvements on the Common Area in the discretion of the Board. All or any part of such coverage may be extended to include personal property of the Foundation as the Board may deem desirable. The Foundation shall act as agent of the Parcel Owners and shall adjust all losses on their behalf.
- (B) **Foundation's Public Liability.** The Foundation shall at all times maintain a policy of comprehensive liability insurance insuring the Foundation and its agents, the Board, and the Parcel Owners against liability in connection with the Common Area in such amounts as the Board may deem desirable.

9. **USE RESTRICTIONS.**

9.1 **Residential Purposes.** No Parcel in Longshore Lake shall be used for other than single-family residential purposes. Residential purposes include single-family dwellings and attached garages. Nothing in this section shall be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal business or professional records in his Living Unit, or from handling his personal business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customary and incidental to single-family residential use. Any of the foregoing business activity that takes place in a residence shall not create a nuisance as defined in section 9.3 below.

9.2 **Signs.** No signs shall be erected or displayed on any Parcel unless first approved in writing by the ARB. This provision shall not apply to "For Sale" signs that meet published ARB criteria.

9.3 **Nuisance.** Nothing shall be done upon any Parcel or in any Neighborhood 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 or unreasonable traffic or noise created, nor shall

anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents of Longshore Lake shall observe the rules posted on signs in the Common Area. All motor vehicle operators shall observe all posted speed limits and any Florida and Collier County statutes and ordinances governing motor vehicles. Golf carts and maintenance vehicles may operate on Common Areas when used for the purpose for which such vehicles were designed.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground except where mandated by Collier County Code.

9.5 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 plant or remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. No unregistered or unlicensed motorized vehicle and/or motorized scooters or cycles, all-terrain vehicles or the like shall be operated on any street, sidewalk or other portion of the common area, except handicapped transport devices, golf carts operated by a person over the age of 16 and vehicles operated on behalf of the Foundation. As an exception, battery operated scooters and two wheeled battery powered gyro people movers may be operated on sidewalks in a safe and courteous manner. Pedestrians must be given the right-of-way at all times.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats, caged birds and other usual and non-exotic household pets may be kept in reasonable numbers, provided they are not kept, bred or maintained for any commercial purposes. In no case may an Owner be allowed to house a dangerous animal. All animals shall be contained on the Owner's Parcel and shall not be permitted to roam freely. When outside the Owner's Parcel, if unfenced, all pets must be caged or secured with a hand held leash or carried. The Owner is responsible for cleaning up after his pet. The Board of Directors shall have the authority to order the permanent removal of any pet which becomes an unreasonable source of annoyance to other residents in the properties.

9.7 Garages and Automobile Storage. All garage doors shall be kept closed when not in use. Personal use vehicles shall be stored in garages when not in use. If a resident owns more automobiles than the garage can accommodate (i.e., a resident owns three vehicles but has a two-car garage), the resident may park the additional automobile(s) in the driveway when the garage is filled with vehicles; provided, however, under no circumstances may a vehicle restricted to mandatory parking in an enclosed structure under Paragraph 9.8 of this Declaration be parked overnight in a driveway. No vehicle displaying a for sale sign shall be parked on a driveway, sidewalk, lawn or a Common Area. Among other remedies, the Foundation shall have the right to impose fines upon a Member for failure of a Member, or any tenant, guest, invitee or employee thereof, to comply with any of the provisions of this Section.

In order to accommodate new residents during their move, new residents shall be given a thirty (30) day "grace period" beginning on the date of move-in, in which to clear the garage of packing materials and bring themselves into compliance with the garage parking requirements. During the grace period, no fines or other penalties may be imposed on new residents for failure to comply with the above provisions addressing the mandatory use of garages for parking. The grace period applies only to the provisions of this Section relating to garage parking, and does not in any way limit the authority of the Foundation to enforce any other provisions of the Declaration during this period.

In addition to other remedies available to the Foundation as set forth herein and elsewhere, the Foundation shall have the right to have any automobile or other vehicle that is parked anywhere within the Properties in violation of this Declaration removed, by a commercial towing company or otherwise, at the Member's sole cost and expense. The foregoing is a non-exclusive remedy available to Foundation, and shall in no way preclude the Foundation from exercising any of its other lawful remedies available hereunder. All costs of removal and/or enforcement of the provisions set forth herein shall be a personal obligation of the Member, as well as a special assessment against the Member's Parcel, and may be enforced by the Foundation in accordance with the terms and provisions set forth in this Declaration.

Use of side entry garages is encouraged whenever possible. No garage shall be converted into living space unless a garage is constructed elsewhere on the Parcel in its place and stead, in accordance with plans and specifications which have been approved in advance by the ARB.

9.8 Driveways and Parking.

(A) No commercial vehicle, recreational vehicle, motorcycle, boat, boat trailer or trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked overnight anywhere within the Properties, unless the same shall be kept fully enclosed inside a garage. A commercial vehicle shall be defined as: any vehicle that is not designed for customary, personal/family purposes; a vehicle which is commercially licensed; a vehicle which has the name or logo of a business exhibited anywhere on the exterior of the vehicle, and/or trucks with tool racks in the bed. Official Law Enforcement vehicles are exempt from this provision. No vehicle shall be parked on any Parcel's landscaped area or on any of the landscaped Common Area. No vehicles other than Foundation vehicles shall be allowed to park overnight on any Common Area, including the street, except as approved by the Foundation for the Clubhouse parking lot.

(B) Notwithstanding the above paragraph, the Foundation reserves the right to issue one-night passes to residents on a request and approval basis which will allow residents to park recreational vehicles such as vans, boats, etc. in their driveways for provisioning and/or clean-up. Requests for passes must be submitted to the Foundation at least twenty-four (24) hours prior to the date of issuance. The Foundation has absolute discretion as to which passes will be granted and to which vehicles they will apply. If the Foundation approves a request for a pass, the resident will receive a temporary permit which will allow the specified vehicle to be parked in the resident's driveway for 24 hours from the time the permit is issued. The Foundation will not issue more than two (2) passes per month per Parcel. Among other remedies, the Foundation shall have the right to refuse future passes to anyone abusing the overnight parking policy.

(C) In the event that any Member shall violate any provision of this Section, the Foundation shall have the right, power and authority to tow any offending vehicles, fine the Member or otherwise pursue any of its other lawful remedies available to Foundation under the terms of this Declaration or by law.

9.9 Exterior Colors. No exterior colors on any structure shall be permitted that, in the sole

judgment of the Foundation would be inharmonious or incongruous with Longshore Lake. Any future exterior color changes desired by Owners must be first approved in writing by the ARB.

9.10 Landscaping. All areas not covered by approved structures, walkways, paved parking facilities or areas approved by the ARB to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. All lawn and landscape areas shall be kept in good and living condition. Owners shall be permitted to implement "xeriscape" or "Florida-friendly" landscaping, as defined in Section 373.185(1), Florida Statutes.

9.11 Antennae and Flagpoles. Visible exterior 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") are permitted, provided that the Reception Device is located on the rear or side yard of an Owner's Parcel, as long as these locations do not preclude reception of an acceptable signal. As provided by applicable federal law, no prior ARB approval is required. However, the ARB may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and be removed from view from the street and other Living Units. The Foundation may install a satellite dish or other telecommunications apparatus on the Common Area. Pursuant to Section 720.304 (2), Florida Statutes (2002), any homeowner may display one portable removable United States flag in a respectful manner and in accordance with Collier County Ordinances. The Foundation may place reasonable standards for the size, placement and safety (obscuring sight lines of vehicles) of flags other than the United States flag. A flagpole or holder attached to the Living Unit for display of any flag shall be permitted if it is consistent with the standard published by the Foundation.

9.12 Ham Radio Equipment. In no case shall the equipment interfere with any electronic equipment such as TV, radio, or telephone service. All ham radio stations must be registered with the Foundation.

9.13 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, 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 by the Owner.

9.14 Air Conditioning and Heating Equipment. No window or wall air conditioning units shall be permitted.

9.15 Walls, Fences and Shutters. No wall or fence shall be constructed until its height and location shall have first been approved in writing by the Foundation. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARB.

9.16 Lighting. Exterior lighting shall be accomplished in accordance with a lighting plan approved in writing by the ARB.

9.17 Clothes Drying. No outdoor clothes drying area shall be allowed.

9.18 Mailboxes. No mailbox, or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Parcel without the approval of the ARB as to style and location. Approved mailboxes and posts are the responsibility of the Owner for repair and replacement.

9.19 Water Management and Drainage Areas.

- (A) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended to be reserved for, drainage ways, sluice-ways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the ARB.
- (B) An Owner shall in no way deny or prevent ingress and egress by the Foundation to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Foundation or its agents, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- (C) No Parcel shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the ARB.

9.20 Maintenance and Use of Sidewalks. The Foundation is responsible for repair and maintenance of sidewalks. The Foundation shall assess an Owner for any and all damages caused by or derived from any activity related to the Owner. No engine driven motor vehicle, motorcycle, or moped shall be used on sidewalks.

9.21 Subdivision and Regulation of Land.

- (A) No Parcel shall be divided or subdivided without the express prior written approval of the Foundation, which approval may be denied in the Foundation's sole discretion. The Foundation may impose certain requirements on the Owner to comply with the provisions of the P.U.D. Master Development Plan.
- (B) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the P.U.D. Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to Longshore Lake, to the Properties, or to any Parcel, without the prior written approval of the Foundation, which approval may be denied in the Foundation's sole discretion.

10. FOUNDATION'S EXCULPATION. The Foundation 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.



11. 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 are to be reported immediately to the Board of Directors or its agents. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Foundation shall give the alleged violator reasonable written notice, of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Foundation, 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 Foundation shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents 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, or against the land to enforce any lien created by these covenants; and failure by the Foundation 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 Foundation shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

11.2 Entry by the Foundation or its agents. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall in the event of an emergency, give the Foundation and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Neighborhood or Parcel where such violation or breach exists and 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 Foundation and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Foundation 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, in accordance with procedures set forth in the Bylaws. Any fines imposed shall be secured by a lien against the Owner's Parcel and may be foreclosed in the same manner as Foundation assessments.

12. LEASING, CONVEYANCE, DISPOSITION.

12.1 Forms of Ownership:

- (A) A Parcel may be owned by one natural person.
- (B) Co-ownership. Co-ownership of Parcels is permitted. If the co-owners are other than two individuals living as a single housekeeping unit, the Board shall require one of the co-owners to be designated as "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were the only actual Owner. Any

change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section.

- (C) Ownership by Corporations or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. 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 term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of one natural person to be the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were the only actual Owner. No more than one change in the "primary occupant" 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 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 acquire occupancy rights. 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 Foundation matters to any one remainderman, subject to approval by the Foundation 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.

12.2 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 or Sale. No Owner may effectively lease a Parcel or any interest therein without the prior written approval of the Foundation. The legal responsibility for paying assessments may not be delegated to the lessee. No owner may convey title to a Parcel or any interest therein by sale without first notifying the Foundation.
- (B) Gift, Devise or Inheritance. If any Owner acquires his Parcel by devise, gift or inheritance, his right to use the Common Area shall be subject to prior notification of the Foundation. The approval of the Foundation shall not be denied to any devisee, gift recipient or heir.
- (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 Foundation under the procedure outlined in Section 12.3 below.

12.3 Procedures.

- (A) Notice to Foundation.

- (1) Lease or Sale. An Owner intending to lease his Living Unit or sell his Parcel or any interest therein, shall give to the Foundation or its designee, written notice of such intention at least thirty (30) days prior to the date of the proposed lease or transfer, together with a copy of the purchase and sale agreement or lease, and the name and address of the proposed tenant or purchaser and such other information as the Foundation may reasonably require. The Foundation may charge a transfer fee in the amount of up to \$100.00 for the cost of processing each application.
- (2) Devise, Gift Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Foundation a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall not have any use rights of the Common Area unless the Foundation has been notified of the transfer, 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 Foundation at its election may approve or disapprove the lease, or in the case of a transfer, may deny the new Owner's use rights to the Common Area. If it disapproves the lease or denies the new Owner's use rights to the Common Area, the Foundation shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee or 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, the Board or its designee shall approve 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 lessor or transferee. If the Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessor or transferee.

12.4 Leasing.

- (A) Terms of Lease. Only entire Living Units may be leased, with prior approval of the Foundation as required above. The minimum leasing period is ninety (90) days. A Living Unit may not be leased on more than three (3) occasions in any calendar year. A lease shall be deemed to occur in the calendar year in which the lease term commences. 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 the Owner agree that the Foundation may proceed against either the Owner or the tenant for fines and other legal remedies and that the Owner or the tenant shall be responsible for the Foundation's costs and expenses, including attorney's fees and costs, all secured by a lien against the Parcel.

- (B) Occupancy during Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Residence.

13. **RIGHTS OF BUILDERS.** Builders and contractors who purchase a Parcel for the purpose of constructing improvements thereon for resale shall have the right to make use of such unsold Parcel as may reasonably facilitate completion of construction of improvements and the sale of the Parcel. These rights shall be subject to approval by the Board of Directors

14. **DURATION OF COVENANTS: AMENDMENT OF DECLARATION.**

14.1 **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 Foundation and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date as provided elsewhere herein). 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, ninety percent (90%) of the entire membership, at a duly held meeting of members of the Foundation, 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 Foundation shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Foundation, 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.

14.2 **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.

14.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the Members with notice of the meeting, and a quorum is established at the meeting. Voting on amendments to this Declaration by the members shall require use of a limited proxy. 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. The Board of Directors shall have the authority to amend this Declaration and its exhibits in order to: correct any scrivener's errors or omissions; or to conform the provisions hereof with any amendments to applicable laws; or to amend and restate this Declaration by incorporating previous amendments.

14.4 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 Foundation with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Collier County, Florida.

15. GENERAL PROVISIONS.

15.1 Waiver. Any waiver by Foundation 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.

15.2 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.

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

15.4 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 Foundation at the time of such mailing. The Owner bears the responsibility for notifying the Foundation of any change of address.

15.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

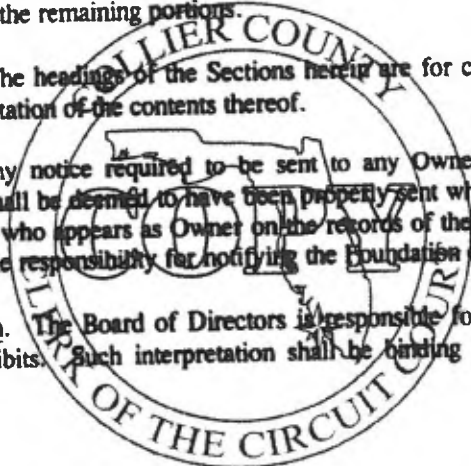
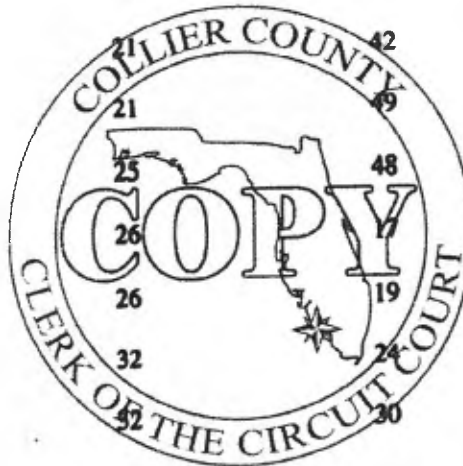


EXHIBIT "A"

All of the real property more particularly described on the following plats recorded in the Public Records of Collier County, Florida:

<u>Plat</u>	<u>Plat Book</u>	<u>Page</u>
Longshore Lake Unit One	14	83
Longshore Lake Unit Two	15	97
Longshore Lake Unit Three	17	19
Quail Walk Phase One	17	58
Quail Walk Phase Two		42
Longshore Lake Unit 5A		49
Longshore Lake Unit 5B1		48
Longshore Lake Unit 5B2		17
Quail Walk Phase Three		19
Quail Walk Phase Four		24
Longshore Lake Unit Four		30
Longshore Lake Unit 5C	32	32
Longshore Lake Unit 5D	32	34



State of Florida



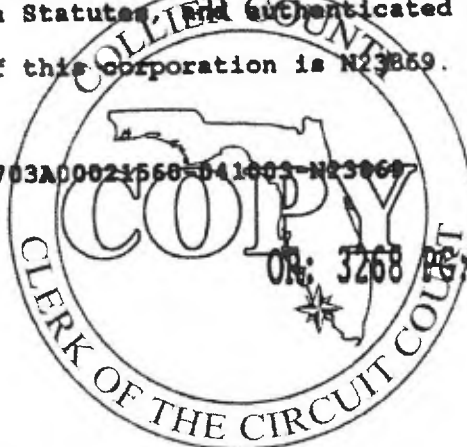
Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 10, 2003, for LONGSHORE LAKE FOUNDATION, INC., a Florida corporation, as shown by the records of this office.

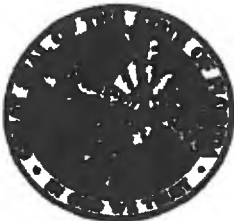
I further certify the document was electronically received under FAX audit number H03000109252. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N23859.

Authentication Code: 703A00021568-041003-N23859 -1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of April, 2003

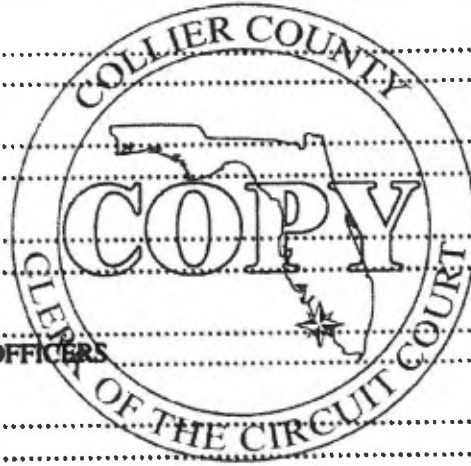


Glenda E. Hood
Glenda E. Hood
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LONGSHORE LAKE FOUNDATION, INC.**

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OR: 3268 PG: 2027

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LONGSHORE LAKE FOUNDATION, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation of Longshore Lake Foundation, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on December 14, 1987, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Foundation", is Longshore Lake Foundation, Inc., and its address is 11399 Phoenix Way Naples, FL 34109.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants and Chapter 720, Florida Statutes (2002) (the "Act"), shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Foundation is organized is to provide an entity pursuant to the Act, for the operation of Longshore Lake (the "Community") located in Collier County, Florida.

The Foundation is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Foundation shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Foundation shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Foundation to defray the costs, expenses and losses of the Foundation, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Foundation property.

- (C) To purchase insurance for the protection of the Foundation and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the Foundation property.
- (E) To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.
- (F) To approve the transfer or approve or disapprove the leasing of Parcels as provided in the Declaration.
- (G) To enforce the provisions of the laws of the State of Florida that are applicable to the Community, and the Governing Documents.
- (H) To contract for the management and maintenance of the Community and the Foundation property, and to delegate any powers and duties of the Foundation in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Foundation.
- (I) To employ or contract with accountants, attorneys, engineers, architects, and other professional personnel to perform the services required for proper operation of the Community.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement.
- (L) To provide for architectural and landscape control regulation of all single family residences and appurtenances within Longshore Lake which by the Declaration or otherwise, are made subject to such regulation.

All funds and the title to all property acquired by the Foundation shall be held for the benefit of the members in accordance with the provisions of the Governing Documents.

ARTICLE IV

MEMBERSHIP:

- (A) The members of the Foundation shall be the record owners of a fee simple interest in one or more Parcels.
- (B) The share of a member in the funds and assets of the Foundation cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.
- (C) The owners of each Parcel, collectively, shall be entitled to one vote in Foundation matters

OR: 3268 PG: 2029

ARTICLE V

TERM: The term of the Foundation shall be perpetual.

ARTICLE VI

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

ARTICLE VII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Foundation shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors.
- (B) Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Foundation shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Foundation, and they shall serve at the pleasure of the Board.

ARTICLE VIII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Foundation.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. A proposed amendment shall be adopted if it is approved by at least seventy-five (75%) percent of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that a quorum has been established. Membership voting on amendments to these Articles shall require use of a limited proxy. The Board of

Directors shall have the authority to amend these Articles for the same reasons and to the same extent as set forth in Section 14.3 of the Declaration.

- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Foundation shall indemnify and hold harmless every Director, officer, employee or any member of a committee of the Foundation against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, officer, employee or a member of a committee of the Foundation. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Foundation, in a proceeding by or in the right of the Foundation to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Foundation. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office are:

Steven M. Falk, Esquire
Roetzel & Andress
850 Park Shore Drive
Third Floor
Naples, FL 34103

OR: 3268 PG: 2031

In witness whereof, the undersigned certifies that these Amended and Restated Articles of Incorporation were adopted by the membership of Longshore Lake Foundation, Inc. on the 1st day of April, 2003.

Joseph R. Leone
Joseph R. Leone, President

CERTIFICATE OF APPOINTMENT OF REGISTERED AGENT

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the above statement in designating the registered agent/office in the State of Florida to be Steven M. Falk, Esq., Roetzel & Andress, 850 Park Shore Drive, 3rd Floor, Naples, FL 34103.

Joseph R. Leone
President, Longshore Lake Foundation, Inc. Joseph R. Leone
DATE: 4/1/03

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

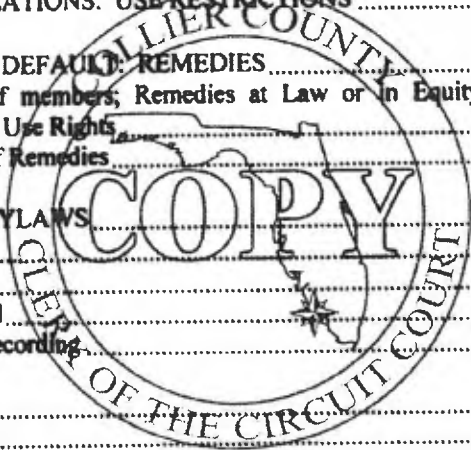
Steven M. Falk
SIGNATURE Steven M. Falk
Steven M. Falk
DATE 4/9/03

**AMENDED AND RESTATED BYLAWS
OF
LONGSHORE LAKE FOUNDATION, INC.**

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AMENDED AND RESTATED BYLAWS

OF

LONGSHORE LAKE FOUNDATION, INC.

1. GENERAL: These are the Amended and Restated Bylaws of Longshore Lake Foundation, Inc., hereinafter the "Foundation", a corporation not for profit organized under the laws of Florida for the purpose of operating Longshore Lake (the "Community") pursuant to the Florida Not-For-Profit Corporations Act.

1.1 Principal Office. The principal office of the Foundation is at 11399 Phoenix Way, Naples, FL 34119.

1.2 Seal. The seal of the Foundation shall be inscribed with the name of the Foundation, 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 or by placing the notation "(SEAL)" on any document.

1.3 Definitions. The definitions set forth in the Declaration of Covenants (the "Declaration") and Chapter 720, Florida Statutes 2002, shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The members of the Foundation shall be the record owners of legal title to the Parcels in the Community (except as expressly stated to the contrary herein, the terms "Parcels", "Lots", "Units" and "Living Units" shall be utilized interchangeably). Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel in the member.
- (B) Approval by the Board of Directors as may provided for in the Declaration
- (C) Delivery to the Foundation of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Foundation, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of votes shall not exceed the total number of Parcels subject to this Declaration.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Members is required upon any matter, whether or not the subject of a Foundation meeting, such decision or approval may be expressed by any person who could cast the vote of such Parcel if present in person at a Foundation meeting, unless the joinder of all record Owners is specifically required.

2.4 Change of Membership. Following written approval of the Foundation, as elsewhere required herein, a change of membership in the Foundation 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 Foundation does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the Foundation may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING:

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

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

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, 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 Foundation, or may be furnished by personal delivery. The member is responsible for providing the Foundation 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 Foundation 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 by written waiver.

3.4 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of members entitled to cast at least thirty percent (30%) of the votes of the entire membership. After a quorum has been established at a members' meeting, the subsequent withdrawal of any voting members, so as to reduce the number of voting 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. To the extent lawful, any 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 and reconvening 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 discretion of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Foundation by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests 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 of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

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

3.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives 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 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.

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

4. BOARD OF DIRECTORS: The administration of the affairs of the Foundation shall be by a Board of Directors. All powers and duties granted to the Foundation by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Parcel owners only when such approval or consent is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). All directors serve two (2) year terms. A Director's term ends at the annual election at which his successor is duly qualified and elected, or earlier if he resigns, or is recalled as provided in 4.4 below. No Director may serve more than two (2) consecutive two (2) year terms. If a Director serves the Board for less than a full two (2) year term, that term shall nevertheless be counted as a full two (2) year term for purposes of this "term Limit" provision.

4.2 Qualifications. Directors must be a member or the spouse of a member. If a Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, member, 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 recall by the membership at a membership meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term preferably at the next scheduled Board of Directors meeting. If the Foundation fails to fill vacancies on the Board sufficient to constitute a quorum, or if no member remains on the Board, the vacancy may be filled by the members (via a special meeting of the membership) or any member may apply to the Circuit Court for the appointment of a receiver to manage the Foundation's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, 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 notice 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 Foundation business. All meetings of the Board of Directors shall be open to 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. Notices of all Board meetings shall be posted conspicuously in the Community 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 the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the 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 of the Foundation, 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 Foundation. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Meetings of a committee when a final decision will be made regarding expenditure of Foundation funds, or to meetings of the ARB shall be open to attendance by any unit owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings.

4.15 Emergency Powers. In the event of any emergency, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes (1995), as amended from time to time. An emergency exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event. An emergency also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which the property is located or have declared that area "a disaster area." A determination by any two (2) Directors, or by the President, that an emergency exists shall have a presumptive validity.

(A) The Board may name as assistant officers persons who are otherwise eligible to serve in that office, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Foundation.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Board action taken in good faith during an emergency under this section to further the ordinary affairs of the Foundation shall bind the Foundation, and shall have the presumption of being reasonable and necessary.

(E) Any officer, director or employee of the Foundation acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

5. OFFICERS:

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

meeting. No Director may hold more than two offices. 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 Foundation. If the Board so determines, there may be more than one Vice-President. All officers must be members of the Foundation.

5.2 President. The President shall be the chief executive officer of the Foundation; he shall preside at all meetings of the members and Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Foundation, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Foundation, 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 Foundation. The President must be a Director on the Board of Directors.

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

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Foundation 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 Foundation funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Foundation, and the deposit of all monies and other valuable effects in the name and to the credit of the Foundation in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Foundation, 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 Foundation and shall present such accounts for review by an external audit firm. 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 Foundation set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Foundation 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. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or furnished by personal delivery to each member not less than fourteen (14) days prior to that meeting. As an alternative, a written notice may be provided that a copy of the proposed budget is available upon request to the Foundation office. The proposed budget shall reflect the estimate revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget will include reserve accounts for capital expenditures and deferred maintenance. Any reserves collected and any interest thereon shall be utilized only for their intended purpose, unless a majority of the Board of Directors votes to utilize them for other than the intended purpose.

6.4 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the 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 imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses subject to membership approval if required by the Declaration of Covenants. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The date of commencement shall be at least thirty (30) days after the due date in the resolution and written notice of the date of commencement shall thereupon be provided to every Lot owner by regular U.S. Mail.

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 Foundation 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 90 days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each member either a financial report for the previous fiscal year or a written notice that a copy of the financial report is available upon request at no charge to the member. 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 Foundation.

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 each Parcel owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel owners and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Governing Documents, 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 Foundation or by any members against:

- (A) The Foundation;
- (B) A member;
- (C) Any tenants, guests or invitees occupying a parcel or using the Common Area;
- (D) Any director or officer of the Master Association who willfully and knowingly fails to comply with these provisions.

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 Foundation may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees to use common areas and facilities, and may levy reasonable fines against Parcel owners, in those cases in which owners commit violations of Florida law governing homeowners' associations, the provisions of the Governing Documents, or condone such violations by their family members, tenants, guests, or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for suspending use rights and imposing such fines shall be as follows:

- (A) A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Foundation, 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, the Declaration, Bylaws or rules which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Foundation.
- (B) The party against whom the fine 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 shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Foundation. The Parcel 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 fine or suspension, it may not be imposed.
- (D) The Foundation 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 Parcel to have vehicular and pedestrian ingress to and egress from the Parcel.
- (F) The Foundation may suspend the voting rights of a member for non-payment of regular annual assessments that are delinquent in excess of 90 days, without the need for involvement of the Committee referenced elsewhere in this section.

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 Foundation and regardless of the availability of other legal remedies. It is the intent of all members to give the Foundation 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 community 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 or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the Parcels.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Parcel 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.

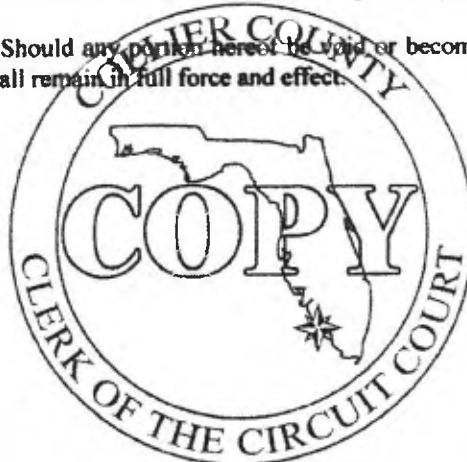
9.3 Vote Required. A proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law and a quorum has been established. Membership voting on amendments shall require use of a limited proxy. The Board of Directors may amend these Bylaws for the same purposes and to the same extent as provided in Section 14.3 of the Declaration.

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.



REC 17.00
 PRM 3.50
 DOC
 INT
 IND

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
 FOR
 LONGSHORE LAKE UNIT TWO

THIS DECLARATION made this 28th day of June, 1989 by
 LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership,
 DECLARANT,

WITNESSETH:

WHEREAS, LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in LONGSHORE LAKE, the DECLARATION OF GENERAL PROTECTIVE COVENANTS which are recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida; and

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS provides that LONGSHORE LAKES JOINT VENTURE may supplement the DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD (as NEIGHBORHOOD is therein defined); and

WHEREAS, LONGSHORE LAKES JOINT VENTURE, has determined that in order to cause a quality development within the NEIGHBORHOOD known as LONGSHORE LAKE UNIT TWO, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the OWNERS therein,

NOW, THEREFORE, LONGSHORE LAKES JOINT VENTURE, declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

Block H, LOTS 1 through 79; and Block I, LOTS 1 through 76; all of Tracts D through J, all of Tract L-5 in LONGSHORE LAKE UNIT TWO as recorded in Plat Book 15, Pages 97 through 99, inclusive, of the Public Records of Collier County, Florida.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

Block H, LOTS 1 through 79; and Block I, LOTS 1 through 76; all of Tracts D through J, all of Tract L-5 in LONGSHORE LAKE UNIT TWO as recorded in Plat Book 15, Pages 97 through 99 inclusive, of the Public Records of Collier County, Florida.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership presently having its principal place of business in Collier County, Florida, its successors or assigns of any or all of its rights under this Declaration.

RETURN TO:
 LEO J. SALVATORE
 CHARLES & BRADY
 SUITE 300
 4501 TANTANI TRAIL N.
 NAPLES, FLORIDA 33940

3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.

4. "LOT" shall mean and refer to those one hundred fifty five (155) platted dwelling unit sites in the NEIGHBORHOOD.

5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not for profit, having its principal place of business in Collier County, Florida, its successors or assigns.

6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS.

(a) The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office.

(1) Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

(b) Tracts D through J shall be landscaped buffer areas, and no ingress or egress shall be permitted through these parcels, except for maintenance purposes.

(c) Tract L-5 shall be lake area and shall be governed by the FOUNDATION in accordance with Article IX of the GENERAL COVENANTS.

2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SITE RESTRICTIONS.

(a) No dwelling unit or building shall be erected within the following building setback lines:

(i) Front LOT lines - Twenty-five (25) Feet

(ii) Side LOT lines - Ten (10) Feet

(iii) Rear LOT lines - Thirty (30) Feet

(b) Dwelling units shall contain no less than Eighteen Hundred (1,800) square feet of air-conditioned living space.

(c) Swimming pool screen enclosures may be erected to within twenty (20) feet of the Rear LOT line.

(d) When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

3. GARAGES, CARPORTS AND STORAGE AREAS.

(a) No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two, nor more than three, automobiles. Repair of vehicles shall be permitted only inside ingress and egress to the garage.

(b) Carports shall not be permitted.

(c) No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

ARTICLE III

GENERAL PROVISIONS

1. PROPERTY UNITS.

In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) Property Unit to each LOT for a total of one hundred fifty five (155) Property Units assigned to the NEIGHBORHOOD.

2. CONFLICT.

In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. AMENDMENT.

For so long as the DECLARANT holds one or more plots for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any plots for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to these covenants may be made from time to time upon the affirmative vote of 75% of all owners of plots in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental entity, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.

4. DECLARATION RUNS WITH THE LAND.

The covenants, conditions, restrictions and other provisions under this Declaration shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of two-thirds (2/3) of the LOTS agreeing to the termination or modification.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 28th day of June, 1989.

LONGSHORE LAKES JOINT VENTURE, a
Florida General Partnership

By: Longshore Lake Developments, Inc.
General Partner

By: Sandra Hesse
Sandra Hesse, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28th day of June, 1989 by Sandra Hesse, President, of Longshore Lake Developments, Inc., a Florida Corporation.

My Commission Expires:

Notary Public, State of Florida
My Commission Exp. July 7, 1993
Resident State FIDELITY INC. Agency

Neda M. Gore
Notary Public

REC 1700 DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
 PRM 250 FOR
 DOC _____ LONGSHORE LAKE UNIT THREE
 INT _____
 IND _____

THIS DECLARATION made this 12th day of February, 1990 by
 LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership,
 DECLARANT, ①

WITNESSETH

WHEREAS, LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in LONGSHORE LAKE, THE DECLARATION OF PROTECTIVE COVENANTS which are recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended, and;

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS provides that LONGSHORE LAKES JOINT VENTURE may supplement the DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD (as NEIGHBORHOOD is therein defined); and

WHEREAS, LONGSHORE LAKES JOINT VENTURE, has determined that in order to cause a quality development within the NEIGHBORHOOD known as LONGSHORE LAKE UNIT THREE, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the OWNERS therein,

Now, THEREFORE, LONGSHORE LAKES JOINT VENTURE, declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

Block J, Lots 1 through 81; and Block K, Lots 1 through 24; all of Tract L-6 in LONGSHORE LAKE UNIT THREE as recorded in Plat Book 17, Pages 19 through 21, inclusive, of the Public Records of Collier County, Florida.

ARTICLE

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

Block J, Lots 1 through 81; and Block K, Lots 1 through 24; all of Tract L-6 in LONGSHORE LAKE UNIT THREE as recorded in Plat Book 17, Pages 19 through 21, inclusive, of the Public Records of Collier County, Florida.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership presently having its principal place of business in Collier County, Florida, its successors or assigns of any or all of its rights under this Declaration.

3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.

4. "LOT" shall mean and refer to those one hundred and five (105) platted dwelling unit sites in the NEIGHBORHOOD.

5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not for profit, having its principal place of business in Collier County, Florida, its successors or assigns.

6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS.

(a) The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

(b) Tract L-6 shall be lake area and shall be governed by the FOUNDATION in accordance with Article IX of the GENERAL COVENANTS.

2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.

(a) No dwelling unit or building shall be erected within the following building setback lines:

(i) Front LOT lines Twenty five (25) feet

(ii) Side LOT lines Ten (10) feet

(iii) Rear LOT lines Thirty (30) feet

(b) Dwelling units shall contain no less than Eighteen Hundred (1,800) square feet of air-conditioned living space.

(c) Swimming pool screen enclosures may be erected to within twenty (20) feet of the Rear LOT line.

(d) When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

3. GARAGES, CARPORTS AND STORAGE AREAS.

(a) No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two, nor more than three, automobiles. Repair of vehicles shall be permitted only inside ingress and egress to the garage.

(b) Carports shall not be permitted.

(c) No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

ARTICLE III

GENERAL PROVISIONS

1. PROPERTY UNITS.

In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT for a total of one hundred and five (105) Property Units assigned to the NEIGHBORHOOD.

2. CONFLICT.

In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. AMENDMENT.

For so long as the DECLARANT holds one or more plots for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any plots for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to these covenants may be made from time to time upon the affirmative vote of 75% of all owners of plots in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental entity, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.

4. DECLARATION RUNS WITH THE LAND.

The covenants, conditions, restrictions and other provisions under this Declaration shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the the OWNERS of two-thirds (2/3) of the LOTS agreeing to the termination of modification.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 12th day of February, 1990.

LONGSHORE LAKES JOINT VENTURE, a
Florida General Partnership

By: Longshore Lake Developments, Inc.
General Partner

By: Sandra Hesse
SANDRA HESSE, President

(SEAL)

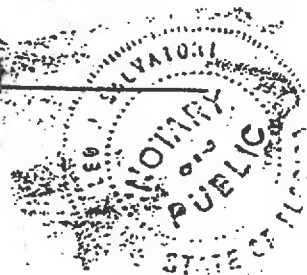
STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared SANDRA HESSE, as President of LONGSHORE LAKE DEVELOPMENTS, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same. 2/12/90

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 28, 1992
Banked Trust Company - Insurance Inc.

NOTARY PUBLIC



Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR LONGSHORE VILLAS, PHASE ONE**

THIS DECLARATION is made and entered into this 26th day of June, 1991, by LONGSHORE LAKE DEVELOPMENTS, INC. and MAPLES ROAD BUILDING CORPORATION, both Florida corporations, hereinafter collectively referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, DECLARANT is the record owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference;

WHEREAS, said premises are subject to the terms and provisions of that certain Declaration of Restrictions and Protective Covenants for LONGSHORE LAKE, which Declaration of General Protective Covenants is recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended;

WHEREAS, the DECLARANT has determined that, in order to cause a quality development within the NEIGHBORHOOD known as LONGSHORE VILLAS, PHASE ONE, supplemental restrictions and covenants should be imposed upon LONGSHORE VILLAS, PHASE ONE, for the preservation of the property values of the owners therein;

NOW, THEREFORE, DECLARANT does hereby declare that the premises described in Exhibit "A", to be hereinafter referred to as LONGSHORE VILLAS, PHASE ONE, or the "NEIGHBORHOOD", shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of General Protective Covenants of Longshore Lake, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

1. LONGSHORE VILLAS, PHASE ONE shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
2. DECLARANT shall mean and refer to LONGSHORE LAKE DEVELOPMENTS, INC. and MAPLES ROAD BUILDING CORPORATION, both Florida corporations, presently having their principle place of business in Collier County, Florida, their successors or assigns of any and all of its rights under this Declaration.
3. OWNER shall mean and refer to any person or persons, entity or entities, or the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. LOT shall mean and refer to those twenty-seven (27) dwelling unit sites located in the NEIGHBORHOOD.
5. FOUNDATION shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. GENERAL COVENANTS shall mean and refer to the Declaration and General Protective Covenants for LONGSHORE LAKE, as

RETURN TO:
J. SALVATORIO
JAMES & BRADY

SUITE 300
4501 TAMiami TRAIL N.
MAPLES, FLORIDA 33940

Quarles & Brady

Barnett Center
Suite 300

4501 Tamiami Trail North
Naples, Florida 33940-3060

813/282-5858

recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

7. NEIGHBORHOOD shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
8. All other definitions shall be as set forth in the General Covenants, and are incorporated herein by virtue of this reference.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The Lots may be used for single-family dwelling units and for no other purpose. No business buildings may be erected on the Lots, and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the foregoing, however, DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes.
2. GARAGES, CARPORTS AND STORAGE AREAS.
 - a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be closed when not in use for ingress and egress to the garage.
 - b. Carports shall not be permitted.
 - c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.
 - d. All garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built. The use of side entry garage is encouraged wherever possible.
3. ROADWAYS. All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents. All roadways and any guest parking areas within platted roadways must be separated from adjacent privacy walls and garages by a landscaped strip no less than five (5') feet wide.
4. DWELLINGS. Each dwelling constructed shall be no more than two (2) stories in height, and shall contain no less than 1,000 square feet of air conditioned living space. Each Lot

shall have privacy walls or a vegetative screen along their respective rear and side Lot lines so as to create an enclosed garden courtyard effect. After construction of all improvements, there shall be no less than 2,000 square feet of open space provided on each Lot. For purposes of this Declaration, the calculation of open space shall include landscaped areas, pools, pool decks, and similar open areas, but shall not include driveways.

5. **SET-BACKS.** The location of all structures built within the NEIGHBORHOOD shall be as approved by the A.R.B. and in accordance with the Site Development Plans as approved by the Board of County Commissioners of Collier County, Florida.

ARTICLE III

GENERAL PROVISIONS

1. **PROPERTY UNITS.** In accordance with Article 7.21 of the General Covenants, DECLARANT does hereby assign one property unit to each Lot, for a total of twenty-seven (27) property units assigned to the NEIGHBORHOOD.
2. **CONFLICT.** In the event of any conflict among the provisions of the General Covenants and the provisions of this Declaration, LONGSHORE LAKES JOINT VENTURE shall have the right and the power to resolve any such conflict, and its decision shall be final.
3. **DECLARANT'S RIGHT TO MODIFY.** For so long as the DECLARANT holds one or more Lots for sale within the NEIGHBORHOOD, the DECLARANT reserves the right to make modifications or amendments to these Covenants of any type and nature, including the termination of the same, up to and including December 31, 2001. At such time as DECLARANT no longer holds any Lots for resale within the NEIGHBORHOOD, or after December 31, 2001, whichever is the first to occur, modifications and amendments to the Covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of Lots in the NEIGHBORHOOD. These Covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the Covenants contained herein.
4. **DECLARATION RUNS WITH THE LAND.** The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2001, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the owners as described in Paragraph 3 of this Article III.

ARTICLE IV

PARTY WALLS

1. **WALLS BETWEEN LOTS.** Each of the individual Lots at LONGSHORE VILLAS, PHASE ONE will be separated by a wall located on the boundary lines separating the Lots. No owner shall be entitled to alter, modify, paint, or otherwise

change the appearance of said wall without the express written consent of the DECLARANT.

2. **MAINTENANCE OF WALLS.** The maintenance of wall separating lots within the NEIGHBORHOOD shall be the responsibility of the Lot owners, with each Lot owner responsible for the maintenance of the wall and the face thereof enclosing their property. In the alternative, the DECLARANT and the FOUNDATION, in their sole discretion, shall have the right, but not the obligation, to maintain said walls and assess the Lot owners for their pro-rata share of the cost of the same. Each of the owners shall be responsible for their prorata share of the maintenance costs associated with said walls. In the event that a wall is damaged or destroyed by the intentional or negligent act of any owner, their assigns, tenants, or guests, said owner shall be solely responsible for the costs of repairing said wall. By acceptance of a deed to their Lot, each Lot owner does hereby grant to DECLARANT and the FOUNDATION an ingress and egress easement over and across their Lots so as to allow the DECLARANT and/or FOUNDATION to maintain the walls described herein.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration of Restrictions and Protective Covenants, this ____ day of _____, 1991.

(Corporate Seal)
**NAPLES ROAD BUILDING
 CORPORATION, a Florida
 corporation**

Karen H. Bigler
 Witness #1
 Please Print Name/Address Below
Karen H. Bigler
4500 Executive Dr., Suite 110
Naples, FL

By: [Signature]
**ROBERT S. HARDY, as
 President**

ADDRESS:
 4500 Executive Drive
 Naples, Florida 33999

Jackie E. Kaiser
 Witness #2
 Please Print Name/Address Below
Jackie E. Kaiser
4500 Executive Dr., Suite 110
Naples, FL

(Corporate Seal)
LONGSHORE LAKES DEVELOPMENTS, INC., a Florida corporation

Karen H. Bigler
 Witness #1
 Please PrintName/Address Below
Karen H. Bigler
4500 Executive Dr., Suite 110
Naples, FL

By: Sandra Hesse
SANDRA HESSE, as
 President

ADDRESS:
 4500 Executive Drive
 Naples, Florida 33999

Jackie E. Kaiser
 Witness #2
 Please PrintName/Address Below
Jackie E. Kaiser
4500 Executive Dr., Suite 110
Naples, FL

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ROBERT S. HARDY, as President of **NAPLES ROAD BUILDING CORPORATION**, a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1991.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES APRIL 11, 1994
 BONDED THRU HUCKLEBERRY & ASSOCIATES

Virginia B. Best
 NOTARY PUBLIC

Please PrintName/Address Below
Virginia B. Best
4500 Executive Dr., Suite 110
Naples, FL

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared SANDRA HESSE, as President of LONGSHORE LAKE DEVELOPMENTS, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1991.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 11, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

Virginia B. Best
NOTARY PUBLIC

Please Print Name/Address Below

Virginia B. Best
4500 Executive Dr., Suite 110
Naples, FL

CONSENT AND JOINDER

The undersigned, LONGSHORE LAKE JOINT VENTURE, a Florida general partnership, as the Developer of the LONGSHORE LAKE PLANNED UNIT DEVELOPMENT, does hereby consent to, and join in, the foregoing Declaration of Restrictions and Protective Covenants for LONGSHORE VILLAS.

(Corporate Seal)
LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

BY: LONGSHORE LAKE DEVELOPMENTS,
INC., a Florida corporation,
its General Partner

Karen H. Bigler

Witness #1

Please Print Name/Address Below

Karen H. Bigler
4500 Executive Dr., Suite 110
Naples, FL 33940

Sandra Hesse

SANDRA HESSE, as
President

ADDRESS:
4500 Executive Drive
Naples, Florida 33999

Jackie E. Kaiser

Witness #2

Please Print Name/Address Below

Jackie E. Kaiser
4500 Executive Dr., Suite 110
Naples, FL

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared SANDRA HESSE, as President of LONGSHORE LAKES DEVELOPMENTS, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of June, 1991.

My Commission Expires:

NOTARY PUBLIC ST. FLORIDA AT LARGE
MY COMMISSION EX. APRIL 11, 1994
BONDED THRU HUCKLEBERRY & ASSOCIATES

Virginia B. Best
NOTARY PUBLIC

Please Print Name/Address Below
Virginia B. Best
4500 Executive Dr., Suite 110
Naples, FL

JOINDER

The undersigned, Longshore Lake Foundation, Inc., a Florida not-for-profit corporation, does hereby join in the execution of this Amendment to the Declaration of Covenants, and consents to the same.

(Corporate Seal)

LONGSHORE LAKE FOUNDATION, INC.
a Florida not-for-profit corporation

By: *Sandra Hesse*
SANDRA HESSE, as President

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

Sworn to and subscribed before me this 5TH day of MAY, 1994, by SANDRA HESSE, as President of LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation, who is personally known to me.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J. Chapman
NOTARY PUBLIC

LINDA J. CHAPMAN
Typed or printed name of notary
MY COMMISSION EXPIRES:

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
WRIGHT & BAKER, LLP

Collier County
Quail Walk
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940-3060

RECORDED

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR QUAIL WALK, PHASE TWO

THIS DECLARATION is made and entered into this 16th day of April, 1993, by LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the record owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference;

WHEREAS, said premises are subject to the terms and provisions of that certain Declaration of Restrictions and Protective Covenants for LONGSHORE LAKE, which Declaration of General Protective Covenants is recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended;

WHEREAS, the DECLARANT has determined that, in order to cause a quality development within the NEIGHBORHOOD known as QUAIL WALK, PHASE TWO, supplemental restrictions and covenants should be imposed upon QUAIL WALK, PHASE TWO, for the preservation of the property values of the owners therein;

NOW, THEREFORE, DECLARANT does hereby declare that the premises described in Exhibit "A", to be hereinafter referred to as QUAIL WALK, PHASE TWO, or the "NEIGHBORHOOD", shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of General Protective Covenants of Longshore Lake, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

1. QUAIL WALK, PHASE TWO shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
2. DECLARANT shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, their successors or assigns of any and all of its rights under this Declaration.
3. OWNER shall mean and refer to any person or persons, entity or entities, or the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. LOT shall mean and refer to those twenty-three (23) dwelling unit sites located (and platted) in the NEIGHBORHOOD.
5. FOUNDATION shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.

OR BOOK 1821

PAGE 002285

WITNESSES:
L. SALVATORE
ES & BRADY
300
TAMIAMI TRAIL N.
S. FLORIDA 33940

6. **GENERAL COVENANTS** shall mean and refer to the Declaration and General Protective Covenants for LONGSHORE LAKE, as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

7. **NEIGHBORHOOD** shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

8. All other definitions shall be as set forth in the General Covenants, and are incorporated herein by virtue of this reference.

ARTICLE II

RESTRICTIONS

1. **USE RESTRICTIONS.** The Lots may be used for single-family dwelling units and for no other purpose. No business buildings may be erected on the Lots, and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the foregoing, however, DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

2. **GARAGES, CARPORTS AND STORAGE AREAS.**

a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2) automobiles. Repair of vehicles shall be permitted only inside the garage.

b. Carports shall not be permitted.

c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

d. All garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.

3. **ROADWAYS.** All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

4. **DWELLINGS.** Each dwelling constructed shall be no more than two (2) stories in height, and shall contain no less than 1,400 square feet of air conditioned living space. Lots 60 through 65 shall have a dense planting screen, wall or other buffer along the western boundary.

5. **MINIMUM LOT AREA.** The minimum Lot area shall be six thousand (6,000) square feet per dwelling unit.

6. MINIMUM LOT WIDTH. The minimum Lot width shall be Fifty (50) feet.

7. MINIMUM RESIDENTIAL YARD REQUIREMENTS. No dwelling unit or building shall be erected within the following setback lines:

a. Interior Lots:

Front Yard: 20 feet
Side Yard: 5 feet
Rear Yard: 25 feet (7.5 feet for pool enclosure)

b. Corner Lots: The yard abutting the shorter segment of street shall be a front yard, the opposite yard shall be a rear yard. The yard abutting the longer segment of the street shall be a side yard. For corner lots which abut Longshore Way West, the setback from the Longshore Way West right-of-way shall be 15 feet, the easterly 10 feet of which shall be a 10-foot landscape easement, dedicated to the property owners' association.

Note: In the event sidewalks are developed along some or all streets, minimum separation between sidewalk and garage door opening shall be 25 feet.

ARTICLE III

GENERAL PROVISIONS

1. PROPERTY UNITS. In accordance with Article 7.21 of the General Covenants, DECLARANT does hereby assign one property unit to each Lot, for a total of twenty-three (23) property units assigned to the NEIGHBORHOOD.

2. CONFLICT. In the event of any conflict among the provisions of the General Covenants and the provisions of this Declaration, DECLARANT shall have the right and the power to resolve any such conflict, and its decision shall be final.

3. DECLARANT'S RIGHT TO MODIFY. For so long as the DECLARANT holds one or more Lots for sale within the NEIGHBORHOOD, the DECLARANT reserves the right to make modifications or amendments to these Covenants of any type and nature, including the termination of the same, up to and including December 31, 1999. At such time as DECLARANT no longer holds any Lots for resale within the NEIGHBORHOOD, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the Covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of Lots in the NEIGHBORHOOD. These Covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the Covenants contained herein.

4. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2017, after which

time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as described in Paragraph 3 of this Article III.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration of Restrictions and Protective Covenants, this ____ day of April, 1993.

LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

(Corporate Seal)

BY: LONGSHORE LAKE DEVELOPMENTS,
INC., a Florida corporation,
as General Partner

Marilyn D. Gagne
Witness #1

Print Name/Address Below:

Marilyn D. Gagne
6281 Ridgely Dr.
Naples FL 33999

By:

Sandra Hesse
SANDRA HESSE, as President
4500 Executive Drive
Suite 110
Naples, Florida 33999

Christine M. Welder
Witness #2

Print Name/Address Below:

CHRISTINE M. WELDER
11067 LONGSHORE WAY W
NAPLES, FL 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 16TH day of APRIL, 1993, by SANDRA HESSE, as President of LONGSHORE LAKE DEVELOPMENTS, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me, and who did not take an oath.

SWORN TO AND SUBSCRIBED before me this 16TH day of APRIL, 1993.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J. Chapman
Signature of Notary

Linda J. Chapman
Name of Notary Printed

Serial Number, Commission
Number (if any) Printed

EXHIBIT "A"

PROPERTY DESCRIPTION QUAIL WALK, PHASE TWO

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 27 OF QUAIL WALK, PHASE ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 AT PAGES 58 AND 59 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN N. 88°54'46" E., ALONG THE SOUTHERLY BOUNDARY OF QUAIL WALK, PHASE ONE, FOR A DISTANCE OF 115.00 FEET; THENCE RUN S. 01°05'14" E., ALONG THE SOUTHERLY BOUNDARY OF QUAIL WALK, PHASE ONE, FOR A DISTANCE OF 40.00 FEET; THENCE RUN N. 88°54'46" E., ALONG THE SOUTHERLY BOUNDARY OF QUAIL WALK, PHASE ONE, FOR A DISTANCE OF 271.48 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THE SAME BEING THE SOUTHERLY BOUNDARY OF QUAIL WALK, PHASE ONE, HAVING A RADIUS OF 284.01 FEET, THROUGH A CENTRAL ANGLE OF 21°57'45", SUBTENDED BY A CHORD OF 108.20 FEET AT A BEARING OF N. 77°55'54" E., FOR A DISTANCE OF 108.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LONGSHORE WAY WEST (TRACT R), A 60.00 FOOT RIGHT-OF-WAY, AS THE SAME IS SHOWN ON THE PLAT OF LONGSHORE LAKE, UNIT THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 AT PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S. 67°49'48" W. A DISTANCE OF 1630.25 FEET THEREFROM; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF LONGSHORE WAY WEST, HAVING A RADIUS OF 1630.25 FEET, THROUGH A CENTRAL ANGLE OF 02°58'02", SUBTENDED BY A CHORD OF 84.42 FEET AT A BEARING OF S. 20°41'13" E., FOR A DISTANCE OF 84.42 FEET TO A POINT ON THE SOUTHERLY TERMINUS OF LONGSHORE WAY WEST; THENCE RUN N. 70°47'47" E., ALONG THE SOUTHERLY TERMINUS OF LONGSHORE WAY WEST, FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 24, BLOCK K, OF LONGSHORE LAKE, UNIT THREE, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S. 70°47'47" W. A DISTANCE OF 1890.25 FEET THEREFROM; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1890.25 FEET, THROUGH A CENTRAL ANGLE OF 18°20'53", SUBTENDED BY A CHORD OF 538.97 FEET AT A BEARING OF S. 10°01'47" E., FOR A DISTANCE OF 541.28 FEET TO A POINT OF REVERSE CURVE; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, THROUGH A CENTRAL ANGLE OF 08°02'14", SUBTENDED BY A CHORD OF 54.86 FEET AT A BEARING OF S. 04°32'27" E., FOR A DISTANCE OF 54.71 FEET TO THE END OF SAID CURVE; THENCE RUN S. 81°08'26" W. FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, WHOSE RADIUS POINT BEARS N. 81°08'26" E. A DISTANCE OF 450.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 02°38'31", SUBTENDED BY A CHORD OF 20.75 FEET AT A BEARING OF N. 07°34'19" W., FOR A DISTANCE OF 20.75 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 84°50'11", SUBTENDED BY A CHORD OF 33.73 FEET AT A BEARING OF N. 48°40'08" W., FOR A DISTANCE OF 37.02 FEET TO THE END OF SAID CURVE; THENCE RUN S. 88°54'46" W. FOR A DISTANCE OF 2.85 FEET; THENCE RUN N. 01°05'14" W. FOR A DISTANCE OF 50.00 FEET TO POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS N. 01°05'14" W. A DISTANCE OF 25.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°44'35", SUBTENDED BY A CHORD OF 35.89 FEET AT A BEARING OF N. 43°02'28" E., FOR A DISTANCE OF 40.03 FEET TO A POINT OF COMPOUND CURVE; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1630.25 FEET, THROUGH A CENTRAL ANGLE OF 03°46'04", SUBTENDED BY A CHORD OF 107.19 FEET AT A BEARING OF N. 04°42'51" W. FOR A DISTANCE OF 107.19 FEET TO THE END OF SAID CURVE; THENCE RUN S. 81°54'49" W. FOR A DISTANCE OF 79.89 FEET; THENCE RUN S. 88°54'46" W. FOR A DISTANCE OF 337.00 FEET; THENCE RUN N. 01°05'14" W. FOR A DISTANCE OF 98.00 FEET; THENCE RUN N. 88°58'29" W. FOR A DISTANCE OF 50.01 FEET; THENCE RUN S. 88°54'46" W. FOR A DISTANCE OF 128.00 FEET TO A POINT 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN N. 01°05'14" W., PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 20, FOR A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.923 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

EXHIBIT "A"

The foregoing premises are commonly known as: all of the lots and tracts within the subdivision known as Quail Walk, Phase Two, according to the plat thereof, recorded in Plat Book 21, Pages 42 and 43, of the Public Records of Collier County, Florida.

PLAT BOOK

PAGE

EXHIBIT "A"

Lots 1 through 27, QUAIL WALK, Phase One, according to the plat thereof recorded in Plat Book 17, Pages 58 and 59, inclusive, of the Public Records of Collier County, Florida.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 5A

THIS DECLARATION is made and entered into this 16th day of April, 1993, by LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, hereinafter referred to as "DECLARANT."

WITNESSETH:

WHEREAS, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in LONGSHORE LAKE, the DECLARATION OF PROTECTIVE COVENANTS which are recorded in Official Records Book 1315, Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended, and;

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS provides that LONGSHORE LAKES JOINT VENTURE may supplement the DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD (as NEIGHBORHOOD is therein defined); and

WHEREAS, LONGSHORE LAKES JOINT VENTURE has determined that in order to cause a quality development within the NEIGHBORHOOD known as LONGSHORE LAKE, UNIT 5A, supplemental restrictions and covenants should be imposed on NEIGHBORHOOD, for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, LONGSHORE LAKES JOINT VENTURE declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

Lots 1 through 10, LONGSHORE LAKE, UNIT 5A, as recorded in Plat Book 21, Pages 49 and 50, inclusive, of the Public Records of Collier County, Florida.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

Lots 1 through 10, LONGSHORE LAKE, UNIT 5A, as recorded in Plat Book 21, Pages 49 and 50, inclusive, of the Public Records of Collier County, Florida.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.

OR BOOK

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3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those ten (10) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.
2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.
 - a. No dwelling unit or building shall be erected within the following setback lines:
 - i. Front LOT lines - twenty-five (25) feet
 - ii. Side LOT lines - seven (7) feet
 - iii. Rear LOT lines - thirty (30) feet
 - b. Dwelling units shall contain no less than sixteen hundred (1,600) square feet of air-conditioned living space.
 - c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.
 - d. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
 - e. Minimum LOT area shall be a minimum of seven thousand seven hundred (7,700) square feet.
 - f. Minimum LOT width shall be fifty-five (55) feet.
3. GARAGES, CARPORTS AND STORAGE AREAS.
 - a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more

than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be closed for ingress and egress to the garage.

- b. Carports shall not be permitted.
 - c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.
 - d. All garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built. The use of side entry garage is encouraged wherever possible.
4. **ROADWAYS.** All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

ARTICLE III

GENERAL PROVISIONS

- 1. **PROPERTY UNITS.** In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of ten (10) Property Units assigned to the NEIGHBORHOOD.
- 2. **CONFLICT.** In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
- 3. **AMENDMENT.** For so long as the DECLARANT holds one (1) or more LOTS for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any LOTS for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of LOTS in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.
- 4. **DECLARATION RUNS WITH THE LAND.** The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2017, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as set forth in Article III, Section 3 above.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 16TH day of April, 1993.

LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

(Corporate Seal)

BY: NAPLES PROPERTIES, INC., a
Florida corporation, as
General Partner

Maubeth DeGarmo
Witness #1
Print Name/Address Below:
Maubeth DeGarmo
6289 Pineda Dr.
Naples FL 33995

BY: Sandra Hesse
SANDRA HESSE, as Vice
President
4500 Executive Drive
Suite 110
Naples, Florida 33999

Chad M. Welden
Witness #2
Print Name/Address Below:
Chad M. Welden
11087 LONGSHORE WAY W
NAPLES, FL 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 16TH day of April, 1993, by SANDRA HESSE, as Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me, and who did not take an oath.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 20, 1997
Comm. No. CC 258669

Linda J. Chapman
Signature of Notary

Linda J. Chapman
Name of Notary Printed

Serial Number, Commission
Number (if any) Printed

55fv-dpc1/4-12-93±

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK

Re: **QUARLES & BRADY**
4501 TAMiami TR N #300
Naples FL 33940 3060

This instrument prepared by and
after recording return to:
Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 5B1**

THIS DECLARATION is made and entered into this 17th day of April, 1995, by **LONGSHORE LAKES JOINT VENTURE**, a Florida general partnership, hereinafter referred to as "DECLARANT."

W I T N E S S E T H:

WHEREAS, **LONGSHORE LAKES JOINT VENTURE**, a Florida general partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the **NEIGHBORHOOD**, has imposed on the **NEIGHBORHOOD** and other properties in **LONGSHORE LAKE**, the **DECLARATION OF PROTECTIVE COVENANTS** which are recorded in Official Records Book 1315, Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended, and;

WHEREAS, said **DECLARATION OF GENERAL PROTECTIVE COVENANTS** provides that **LONGSHORE LAKES JOINT VENTURE** may supplement the **DECLARATION OF GENERAL PROTECTIVE COVENANTS** for any **NEIGHBORHOOD** (as **NEIGHBORHOOD** is therein defined); and

WHEREAS, **LONGSHORE LAKES JOINT VENTURE** has determined that in order to cause a quality development within the **NEIGHBORHOOD** known as **LONGSHORE LAKE, UNIT 5B1**, supplemental restrictions and covenants should be imposed on **NEIGHBORHOOD**, for the preservation of the property values of the **OWNERS** therein;

NOW, THEREFORE, **LONGSHORE LAKES JOINT VENTURE** declares that the **NEIGHBORHOOD** as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the **DECLARATION OF GENERAL PROTECTIVE COVENANTS** and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

THE REAL PROPERTY SUBJECT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

Lots 11 and 12, LONGSHORE LAKE, UNIT 5B1, as recorded in Plat Book 25, Pages 48 and 49, inclusive, of the Public Records of Collier County, Florida.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

Lots 11 and 12, LONGSHORE LAKE, UNIT 5B1, as recorded in Plat Book 25, Pages 48 and 49, inclusive, of the Public Records of Collier County, Florida.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.
3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those two (2) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales

office or for model homes. Any such permission must be obtained from DECLARANT in writing.

2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.

- a. No dwelling unit or building shall be erected within the following setback lines:
 - i. Front LOT lines - twenty-five (25) feet
 - ii. Side LOT lines - seven (7) feet
 - iii. Rear LOT lines - thirty (30) feet
- b. Dwelling units shall contain no less than sixteen hundred (1,600) square feet of air-conditioned living space.
- c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.
- d. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
- e. Minimum LOT area shall be a minimum of seven thousand seven hundred (7,700) square feet.
- f. Minimum LOT width shall be fifty-five (55) feet.

3. GARAGES, CARPORTS AND STORAGE AREAS.

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be kept closed except for ingress and egress to the garage.
- b. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.
- c. Carports shall not be permitted.
- d. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

4. ROADWAYS. All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

ARTICLE III

GENERAL PROVISIONS

1. PROPERTY UNITS. In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of two (2) Property Units assigned to the NEIGHBORHOOD.
2. CONFLICT. In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
3. AMENDMENT. For so long as the DECLARANT holds one (1) or more LOTS for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any LOTS for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of LOTS in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.
4. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2017, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as set forth in Article III, Section 3 above.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its

undersigned, authorized officers and affixes its corporate seal, hereto, this 17th day of April, 1995.

LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

(Corporate Seal)

BY: NAPLES PROPERTIES, INC., a
Florida corporation, as
General Partner

Linda J Chapman
Witness #1

Print Name/Address Below:

6289 BURHAM RD
NAPLES FL 33999
LINDA J CHAPMAN

By: Sandra Hesse

SANDRA HESSE, as Vice
President

4500 Executive Drive
Suite 110
Naples, Florida 33999

Marybeth DeGarmo
Witness #2

Print Name/Address Below:

MARYBETH DEGARMO
6289 BURHAM RD.
NAPLES FL 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 17th day of APRIL, 1995; by SANDRA HESSE, as Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.

SEAL



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J Chapman
Signature of Notary

LINDA J CHAPMAN
Name of Notary Printed

Serial Number, Commission
Number (if any) Printed

This instrument prepared by and
after recording return to:
Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 5B2

THIS DECLARATION is made and entered into this 19th day of
December, 1995, by LONGSHORE LAKES JOINT VENTURE, a Florida general
partnership, hereinafter referred to as "DECLARANT."

W I T N E S S E T H:

WHEREAS, LONGSHORE LAKES JOINT VENTURE, a Florida general
partnership, presently having its principal place of business in
Collier County, Florida, the record owner of the real property
hereinafter described and referred to as the NEIGHBORHOOD, has
imposed on the NEIGHBORHOOD and other properties in LONGSHORE LAKE,
the DECLARATION OF PROTECTIVE COVENANTS which are recorded in
Official Records Book 1315, Pages 588 through 609, inclusive, of
the Public Records of Collier County, Florida, as amended, and;

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS
provides that LONGSHORE LAKES JOINT VENTURE may supplement the
DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD
(as NEIGHBORHOOD is therein defined); and

WHEREAS, LONGSHORE LAKES JOINT VENTURE has determined that in
order to cause a quality development within the NEIGHBORHOOD known
as LONGSHORE LAKE, UNIT 5B2, supplemental restrictions and
covenants should be imposed on NEIGHBORHOOD, for the preservation
of the property values of the OWNERS therein;

NOW, THEREFORE, LONGSHORE LAKES JOINT VENTURE declares that
the NEIGHBORHOOD as described in Article I of this Declaration
shall be held, transferred, sold, conveyed, and occupied subject to
the DECLARATION OF GENERAL PROTECTIVE COVENANTS and the
supplemental restrictions, covenants, servitudes, impositions,
easements, charges, and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

Lots 13 through 32, LONGSHORE LAKE, UNIT 5B2, as recorded in Plat Book 26, Pages 17 and 18, inclusive, of the Public Records of Collier County, Florida.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

Lots 13 through 32, LONGSHORE LAKE, UNIT 5B2, as recorded in Plat Book 26, Pages 17 and 18, inclusive, of the Public Records of Collier County, Florida.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.
3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those twenty (20) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales

2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.

- a. No dwelling unit or building shall be erected within the following setback lines:
 - i. Front LOT lines - twenty-five (25) feet
 - ii. Side LOT lines - seven (7) feet
 - iii. Rear LOT lines - thirty (30) feet
- b. Dwelling units shall contain no less than sixteen hundred (1,600) square feet of air-conditioned living space.
- c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.
- d. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
- e. Minimum LOT area shall be a minimum of seven thousand seven hundred (7,700) square feet.
- f. Minimum LOT width shall be fifty-five (55) feet.

3. GARAGES, CARPORTS AND STORAGE AREAS.

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be kept closed except for ingress and egress to the garage.
- b. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.
- c. Carports shall not be permitted.
- d. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

4. ROADWAYS. All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

ARTICLE III

GENERAL PROVISIONS

1. PROPERTY UNITS. In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of twenty (20) Property Units assigned to the NEIGHBORHOOD.
2. CONFLICT. In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
3. AMENDMENT. For so long as the DECLARANT holds one (1) or more LOTS for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any LOTS for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of LOTS in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.
4. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2017, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as set forth in Article III, Section 3 above.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its

undersigned, authorized officers and affixes its corporate seal hereto, this 19th day of December, 1995.

LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

(Corporate Seal) :

BY: NAPLES PROPERTIES, INC., a
Florida corporation, as
General Partner

Linda J Chapman
Witness #1
Print Name/Address Below:
LINDA J CHAPMAN
6289 BURNHAM RD
NAPLES, FL 33999

BY: Sandra Hesse
SANDRA HESSE, as Vice
President
4500 Executive Drive
Suite 110
Naples, Florida 33999

Marybeth DeGarmo
Witness #2
Print Name/Address Below:
MARYBETH DEGARMO
6289 BURNHAM RD
NAPLES FL 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 19th day of December, 1995, by SANDRA HESSE, as Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.

SEAL



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J Chapman
Signature of Notary

LINDA J CHAPMAN
Name of Notary Printed

Serial Number, Commission
Number. (if any) Printed

Retn:
QUARLES & BRADY
4501 TAMiami TR N #300
NAPLES FL 33940 3060

This instrument prepared by and
after recording return to:
Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR QUAIL WALK, PHASE THREE**

THIS DECLARATION is made and entered into this 19th day of
December, 1995, by LONGSHORE LAKES JOINT VENTURE, a Florida general
partnership, hereinafter referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, DECLARANT is the record owner of the real property
legally described on Exhibit "A" attached hereto and incorporated
herein by virtue of this reference;

WHEREAS, said premises are subject to the terms and provisions
of that certain Declaration of Restrictions and Protective
Covenants for LONGSHORE LAKE, which Declaration of General
Protective Covenants is recorded in Official Records Book 1315, at
Pages 588 through 609, inclusive, of the Public Records of Collier
County, Florida, as amended;

WHEREAS, the DECLARANT has determined that, in order to cause
a quality development within the NEIGHBORHOOD known as QUAIL WALK,
PHASE THREE, supplemental restrictions and covenants should be
imposed upon QUAIL WALK, PHASE THREE, for the preservation of the
property values of the owners therein;

NOW, THEREFORE, DECLARANT does hereby declare that the
premises described in Exhibit "A", to be hereinafter referred to as
QUAIL WALK, PHASE THREE, or the "NEIGHBORHOOD", shall be held,
transferred, sold, conveyed, and occupied subject to the
Declaration of General Protective Covenants of Longshore Lake, and
the supplemental restrictions, covenants, servitudes, impositions,
easements, charges, and liens hereinafter set forth.

1. QUAIL WALK, PHASE THREE shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
2. DECLARANT shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, their successors or assigns of any and all of its rights under this Declaration.
3. OWNER shall mean and refer to any person or persons, entity or entities, or the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. LOT shall mean and refer to those twenty (20) dwelling unit sites located (and platted) in the NEIGHBORHOOD.
5. FOUNDATION shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principal place of business in Collier County, Florida, its successors or assigns.
6. GENERAL COVENANTS shall mean and refer to the Declaration and General Protective Covenants for LONGSHORE LAKE, as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.
7. NEIGHBORHOOD shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
8. All other definitions shall be as set forth in the General Covenants, and are incorporated herein by virtue of this reference.

ARTICLE II RESTRICTIONS

1. USE RESTRICTIONS. The Lots may be used for single-family dwelling units and for no other purpose. No business buildings may be erected on the Lots, and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the foregoing, however, DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes.

Any such permission must be obtained from DECLARANT in writing.

2. GARAGES, CARPORTS AND STORAGE AREAS.

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2) automobiles. Repair of vehicles shall be permitted only inside the garage.
- b. Carports shall not be permitted.
- c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.
- d. All garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.

3. ROADWAYS. All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

4. DWELLINGS. Each dwelling constructed shall be no more than two (2) stories in height, and shall contain no less than 1,400 square feet of air conditioned living space. Lots 54 through 59 shall have a dense planting screen, wall or other buffer along the western boundary.

5. MINIMUM LOT AREA. The minimum Lot area shall be six thousand (6,000) square feet per dwelling unit.

6. MINIMUM LOT WIDTH. The minimum Lot width shall be Fifty (50) feet.

7. MINIMUM RESIDENTIAL YARD REQUIREMENTS. No dwelling unit or building shall be erected within the following setback lines:

a. Interior Lots:

Front Yard:	20 feet
Side Yard:	5 feet
Rear Yard:	25 feet (7.5 feet for pool enclosure).

... shall be a rear yard. The yard abutting the longer segment of the street shall be a side yard. For corner lots which abut Longshore Way West, the setback from the Longshore Way West right-of-way shall be 15 feet, the easterly 10 feet of which shall be a 10-foot landscape easement, dedicated to the property owners' association.

Note: In the event sidewalks are developed along some or all streets, minimum separation between sidewalk and garage door opening shall be 25 feet.

ARTICLE III GENERAL PROVISIONS

1. PROPERTY UNITS. In accordance with Article 7.21 of the General Covenants, DECLARANT does hereby assign one property unit to each Lot, for a total of twenty (20) property units assigned to the NEIGHBORHOOD.
2. CONFLICT. In the event of any conflict among the provisions of the General Covenants and the provisions of this Declaration, DECLARANT shall have the right and the power to resolve any such conflict, and its decision shall be final.
3. DECLARANT'S RIGHT TO MODIFY. For so long as the DECLARANT holds one or more Lots for sale within the NEIGHBORHOOD, the DECLARANT reserves the right to make modifications or amendments to these Covenants of any type and nature, including the termination of the same, up to and including December 31, 2009. At such time as DECLARANT no longer holds any Lots for resale within the NEIGHBORHOOD, or after December 31, 2009, whichever is the first to occur, modifications and amendments to the Covenants may be made from time to time upon the affirmative vote of seventy-five (75%) percent of all owners of Lots in the NEIGHBORHOOD. These Covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the Covenants contained herein.
4. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2017, after which time these provisions shall automatically be extended for successive periods of ten (10)

years, unless otherwise modified or terminated by the OWNERS as described in Paragraph 3 of this Article III.

IN WITNESS WHEREOF, the DECLARANT does hereby execute this Declaration of Restrictions and Protective Covenants, this 19th day of December, 1995.

LONGSHORE LAKES JOINT VENTURE,
a Florida general partnership

(Corporate Seal)

BY: NAPLES PROPERTIES, INC., a
Florida corporation, as General
Partner

Linda J Chapman
Witness #1

Print Name/Address Below:

LINDA J CHAPMAN
6289 BURNHAM RD
NAPLES, FL 33999

BY:

Sandra Hesse
SANDRA HESSE, as Vice
President
4500 Executive Drive
Suite 110
Naples, Florida 33999

Marybeth DeGarmo
Witness #2

Print Name/Address Below:

Marybeth DeGarmo
6289 BURNHAM RD
NAPLES FL 33999

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 19th day of December, 1995, by SANDRA HESSE, as Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J Chapman
Signature of Notary
LINDA J CHAPMAN
Name of Notary Printed

Serial Number, Commission
Number (if any) Printed

Lots 18 through 31, inclusive, and Lots 54 through 59, inclusive, Quail Walk, Phase Three, a subdivision according to the plat thereof recorded in Plat Book 26, Pages 19 and 20, of the Public Records of Collier County, Florida.

900
150

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF GENERAL PROTECTIVE COVENANTS FOR
LONGSHORE LAKE

This Amendment to the Declaration of General Protective Covenants for Longshore Lake is made and entered into this 27th day of February, 1991, by Longshore Lakes Joint Venture, a Florida General Partnership, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the developer of a residential and multi-family development in Collier County, Florida, known as Longshore Lake.

WHEREAS, Declarant caused an Amended and Restated Declarations for Longshore Lake, Declaration of General Protective Covenants (hereinafter, the Covenants) to be recorded on December 15, 1987 in Official Record Book 1315, Page 588, of the Public Records of Collier County, Florida, encumbering the premises therein described.

WHEREAS, pursuant to Section 12.07 of said Covenants, Declarant has the right to amend said covenants for so long as it holds at least one or more Plots for sale within the Longshore Lake subdivision.

WHEREAS, Declarant holds more than one Plot for sale within the Longshore Lake subdivision, and desires to amend certain provisions of said Covenants.

WHEREAS, since the original P.U.D. was approved, Collier County has imposed additional requirements on land zoned for multi-family use with regard to the issuance of building permits.

NOW, therefore, the Declarant, on behalf of itself, its successors and assigns forever, does hereby amend said Covenants as follows:

1. Section 3.01 of said Covenants is hereby amended to read as follows:

SECTION 3.01. Determination of Plots Subject to Assessment.

The number of Plots which may be developed within Longshore Lake is governed by the PUD Master Development Plan. Plots within Longshore Lake shall be subject to the assessment and lien rights of the Foundation as described in Article III of this Declaration as follows:

- a. For all single-family residential Plots (located within Longshore Lake Unit One, Two, Three and once platted, Longshore Lake Unit Four), said assessment and lien rights shall be effective upon the latter of the recordation of a subdivision plat of said Plots in the Public Records of Collier County, Florida, and the recording of a specific Declaration of Protective Covenants encumbering said plots.
- b. For all Plots located within the multi-family area of Longshore Lake, as shown in the P.U.D. (the south and southwesterly portions of Longshore Lake), said assessment and lien rights shall be effective upon the following occurrences:
 1. The recordation of a subdivision plat of said Plots in the Public Records of Collier County, Florida; and

RETURN TO:
170 S. 30th Street
Quartess & Brandy
Suite 202
J501 12th St. 1st Fl.
Naples, FL 34102-2500

Quartess & Brandy

Barrett Center
Suite 200

4501 Tamiami Trail North
Naples, Florida 34103-2040

813-271-7111

3. At such time as the Declarant has received site development plan approval for the said plots from all requisite governmental agencies and is eligible to receive building permits for dwelling units upon proper application therefore.
2. This change shall be effective as of January 1, 1990.
3. In all other respects, said Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has set his hand and seal the date and year first written above.

LONGSHORE LAKES JOINT VENTURE,
a Florida General Partnership

(CORPORATE SEAL)
LONGSHORE LAKES DEVELOPMENTS,
INC., a Florida corporation,
as General Partner

Cecilia L. Kiser
WITNESS

BY:

Sandra Hesse
SANDRA HESSE, As President,
with full power and authority
to bind the partnership

[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY, that on this day before me personally appeared an officer duly qualified to take acknowledgements, SANDRA HESSE, as President of LONGSHORE LAKE DEVELOPMENTS, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

SANDRA to and subscribed before me this 4th day of February, 1991.

Virginia B. Beck
NOTARY PUBLIC (SEAL)
MY COMMISSION EXPIRES 11/1/91

NOTARY PUBLIC, STATE OF FLORIDA, BY LABEL
MY COMMISSION EXPIRES APRIL 1, 1991
DONOR: [illegible]

a b7-cmd001-24-71111

Recorded and sealed
in Office of Clerk of
COLLIER COUNTY, FLORIDA
2-25-91

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INT
AND

AMENDMENT TO THE AMENDED AND RESTATED DECLARATIONS OF
LONGSHORE LAKE DECLARATION OF GENERAL PROTECTIVE COVENANTS

THIS AMENDMENT to Declaration made this 24TH day of
April, 1993 by LONGSHORE LAKE JOINT VENTURE, a Florida General
Partnership, hereinafter referred to as "Declarant."

WHEREAS, the Declarant is the Developer of a community
development consisting primarily of residential and multi-family
properties in Collier County, Florida, known as Longshore Lake.

WHEREAS, the Declarant executed an Amended and Restated
Declarations for Longshore Lake, Declaration of General
Protective Covenants, dated December 7, 1987 and recorded in O.R.
Book 1315, Page 588, Public Records of Collier County, Florida,
as thereafter amended (hereinafter referred to as the
"Declaration").

WHEREAS, the Declaration submitted the property described
therein to all of the terms and conditions thereof.

WHEREAS, the Declarant has determined that it is necessary
to amend the Declaration, and now,

THEREFORE, acting pursuant to the right to amend contained
in Paragraph 12.07 of said Declaration, Declarant hereby amends
the Declaration as follows:

1. A new Paragraph 10.02 entitled "Leases" is hereby
created and reads as follows:

A. An Owner intending to lease a Dwelling Unit shall
give the Foundation written notice of such intention at
least thirty (30) days before the intended commencement
date of such lease. Such notice shall be on forms as
prescribed by the Foundation and shall contain, among
other things, the name and address of the intended
lessee, a copy of the proposed lease, references of the
proposed lessee, and such other information concerning
the intended lease as the Foundation may reasonably
require. Within fourteen (14) days after receipt of
the notice and information, the Foundation must either
approve or disapprove the lease.

B. If approved, the approval shall be stated in a
certificate executed by an officer of the Foundation
and delivered to the lessee. If disapproved, then the
lease shall not be made by Owner and Foundation shall
have no liability to Owner for the same. If the
Foundation does not notify Owner of approval or
disapproval within fourteen (14) days after receipt of
the proposed lease, a presumption shall arise that such
lease was disapproved by the Foundation.

C. The Foundation shall not be required to approve of
any lease:

- 1) Proffered by an Owner who is not current in
payment of assessments owed the Foundation.
- 2) That is for a term of less than ninety (90)
days.
- 3) That is for anything less than the entire
Dwelling Unit.
- 4) Of a Dwelling Unit that has already been let
on three (3) other occasions during the calendar year
that the proffered lease is to commence.

D. If an Owner does not comply with the requirements
of this Paragraph 10.02, whether by failing to provide
the Foundation with notice of Owner's intention to
lease his Dwelling Unit or otherwise, then such Owner
shall be assessed a fine by the Foundation accruing at

remains unpaid shall be a continuing lien upon the Owner's lot and Dwelling Unit, collectible in the manner provided for in Article III of this Declaration.

3. Any information discovered through the Foundation's background investigation of a prospective tenant is intended solely for the benefit of the Foundation, and Owner's written notice to the Foundation required in Subparagraph (A) of Paragraph 1 above shall constitute Owner's waiver of any right or interest in such information.

2. Except for the provisions contained in Paragraph 1 above, all provisions of the Declaration of Covenants for Longshore Lake, as previously amended, shall remain unmodified and in full force and effect.

Christi M. Wilder
Witness #1

(Corporate Seal)
LONGSHORE LAKES JOINT VENTURE,
Florida General Partnership,

By: NAPLES PROPERTIES, INC., a
Florida corporation, as General
Partner

Josephine Ceppo
Witness #2

By: Sandra Hesse
Sandra Hesse, as
Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this
26th day of APRIL, 1993, by Sandra Hesse, as Vice
President of NAPLES PROPERTIES, INC., a Florida corporation, as
General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida
General Partnership.

[CHOOSE ONE OF THE FOLLOWING]

☒ who is (are) personally known to me and
who did not take an oath.

☐ who has (have) produced _____ as
identification and who did not take an oath.

Linda J. Chapman
NOTARY PUBLIC

Typed or printed name of notary

MY COMMISSION EXPIRES:

MWM/long/amended12c



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
- BY E. BROCK, CLERK

**AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF GENERAL PROTECTIVE COVENANTS FOR LONGSHORE LAKE**

13.00
2.00
THIS AMENDMENT to the Amended and Restated Declaration of General Protective Covenants for Longshore Lake is made this 5 day of May, 1994 by Longshore Lakes Joint Venture, a Florida general partnership, hereinafter referred to as "Declarant."

STATEMENT OF FACTS

A. The Declarant is the developer of a community development consisting primarily of residential and multi-family properties located in Collier County, Florida known as Longshore Lake.

B. The Declarant executed a Declaration of General Protective Covenants on September 9, 1987 which was recorded on September 10, 1987 in Official Records Book 1294, Pages 418 through 438, of the Public Records of Collier County, Florida, and which has been amended from time to time. Said Declaration of General Protective Covenants, as amended, shall hereinafter be referred to as "Declaration of Covenants."

C. The Declaration of Covenants subjected the real property described therein to all of the terms and conditions of such Declaration of Covenants.

D. Pursuant to Article XII, Section 12.07 of the Declaration of Covenants, Declarant reserved the right to make modifications and amendments to the Declaration of Covenants, so long as the Declarant holds one (1) or more Plots of the subject real property for sale within Longshore Lake, but no later than December 31, 1999.

E. Declarant is the owner of one (1) or more Plots of the subject real property at this time and desires to modify and amend the provisions of the Declaration of Covenants.

NOW, THEREFORE, in consideration of the foregoing recitals, the Declarant hereby agrees as follows:

1. The Statement of Facts set forth hereinabove are true and correct in all respects.

2. Article III, Section 3.03(B) of the Declaration of Covenants is hereby deleted in its entirety, and the following provision is inserted in its stead:

B. In addition to the annual assessments, the FOUNDATION may levy, at any time, special assessments for the purpose of defraying, in whole or in part, any deficiency of

C:\WP51\MISC\LONG-AMN

RETURN TO:
LEO J. SALVATORI
QUARLES & BRADY
SUITE 300
4501 TAMiami TRAIL N.
NAPLES, FLORIDA 33940

funds needed to operate the services and operations of the FOUNDATION, including but not limited to, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the subject real property; for deficits in the event that casualty insurance is insufficient to repair or replace common property; or to make up a deficiency in the operating budget of the FOUNDATION. Such special assessments may be levied without regard to when the event occurred which resulted in the deficiency of funds necessitating the levying of such special assessments.

3. The foregoing provision shall be effective immediately upon recordation of this Amendment in the Public Records of Collier County, Florida.

4. Except as modified and amended hereby, the terms and provisions of the Declaration of Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set her hand and seal the day and year first above written.

(Corporate Seal)
 LONGSHORE LAKES JOINT VENTURE,
 a Florida general partnership,
 By: NAPLES PROPERTIES, INC.,
 a Florida corporation, as General Partner

By: Sandra Hesse
 SANDRA HESSE, as Vice President

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5TH day of MAY, 1994, by SANDRA HESSE, as Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as General Partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.

Linda J. Chapman
 NOTARY PUBLIC

LINDA J. CHAPMAN
 Typed or printed name of notary

MY COMMISSION EXPIRES:

Prepared by and return to:
 Leo J. Salvator, Esquire
 Quarles & Brady
 4501 Tamiami Trail North
 Suite 300
 Naples, FL 33940



OFFICIAL SEAL
 LINDA J. CHAPMAN
 My Commission Expires
 March 30, 1997
 Comm. No. CC 268669

01836846

94 JUN 28 AM 9:12

COLLIER COUNTY

RECORDED

TERMINATION OF AMENDMENT TO
AMENDED AND RESTATED DECLARATIONS OF
LONGSHORE LAKE DECLARATION OF GENERAL PROTECTIVE COVENANTS

This Termination of Amendment to Amended and Restated Declarations of Longshore Lake Declaration of General Protective Covenants made and entered into this _____ day of May, 1994, by Longshore Lakes Joint Venture, a Florida general partnership.

WITNESSETH

WHEREAS, by document dated February 12, 1990, Longshore Lakes Joint Venture ("Longshore") executed an Amendment to the Amended and Restated Declarations of Longshore Lake Declaration of General Protective Covenants, which document was recorded June 21, 1990 in Official Records Book 1538, Page 905, of the Public Records of Collier County, Florida ("the Amendment").

WHEREAS, said Amendment was recorded in connection with certain financing that Longshore was obtaining from Citizens and Southern National Bank of Florida now known as Nations Bank of Florida, N.A. ("NationsBank").

WHEREAS, since that time Longshore has paid said financing to NationsBank in full.

WHEREAS, the Amendment provided that said Amendment shall terminate and no longer be of any force and effect upon satisfaction of said indebtedness.

WHEREAS, Longshore wishes to evidence the termination of said Amendment by this document.

WHEREAS, Section 12.07 of the Declaration of General Protective Covenants for Longshore Lake allows Longshore to amend said Declaration so long as Longshore holds one or more plats for sale; and Longshore at this time holds one or more plats for sale

within the Longshore Lake subdivision.

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PAGE

ED L. SALVATORE
JAMES & BRADY
NOT 300
1994 TAMILIA TRAIL N.
WILKS, FLORIDA 33603

DR: BUON

NOW, THEREFORE, Longshore does hereby terminate said Amendment as though the same never existed.

NationsBank and Longshore Lake Foundation, Inc. do hereby join in the execution of this termination of the Amendment, to evidence their acquiescence thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year written below.

LONGSHORE LAKES JOINT
VENTURE, a Florida general partnership

BY: NAPLES
PROPERTIES General Partnership
INC.

By: Sandra Hesse
SANDRA HESSE, as
Vice President

Linda J Chapman
Witness

Monika McGowan
Witness

NATIONSBANK OF FLORIDA, N.A., a
national banking association, formerly
known as Citizens and Southern National
Bank of Florida

By: James A. Gordon
JAMES A. GORDON, Jr.
Vice President

Julia J. Ward
Witness

Robert H. Krasner
Witness

LONGSHORE LAKE FOUNDATION,
INC., a Florida not-for-profit corporation

By: Sandra Hesse
SANDRA HESSE, as President

Linda J Chapman
Witness

Monika McGowan
Witness

02/25/94-10/24/96

Recorded and Indexed
in Official Records of
COLLIER COUNTY, FLORIDA
ONIGHT E. BROCK, CLERK

TOTAL P.

Re: **QUARLES & BRADY**
4501 TAMiami TR N #300
NAPLES FL 33940 3060

This instrument prepared by and
after recording return to:

Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
LONGSHORE LAKE DECLARATION OF GENERAL PROTECTIVE COVENANTS**

This Amendment to the Amended and Restated Declaration of General Protective Covenants made this 28th day of OCTOBER, 1994, by LONGSHORE LAKES JOINT VENTURE, a Florida General partnership, hereinafter referred to as "Declarant".

STATEMENT OF FACTS

1. The Declarant is the developer of certain lands in Collier County, Florida upon which it has imposed certain use restrictions as more particularly set forth in that certain Amended and Restated Declaration for Longshore Lake, Declaration of General Protective Covenants, dated December 7, 1987 and recorded at Official Records Book 1315, beginning at page 588, of the Public Records of Collier County, Florida, as subsequently amended (the "Declaration"); and

2. The Declarant is desirous of amending said Declaration as permitted in Section 12.7 and elsewhere of the Declaration.

NOW, THEREFORE, in consideration of the above and foregoing, the Declarant hereby amends Article VI, Section 6.05 of the Declaration as follows:

VI

ARCHITECTURAL CONTROL

Section 6.05. Architectural Planning Criteria.

D. Elevations. In order to enhance the quality of the community, it is desirable for the community to have a diverse character, which the Architectural Review Board, in its sole and absolute discretion, will endeavor to work towards when reviewing house plans submitted to it by owners and builders.

In all other respects, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, does hereby execute this Amendment to the Declaration this 28TH day of OCTOBER, 1994.

LONGSHORE LAKES JOINT VENTURE, a
Florida General Partnership,

(Corporate Seal)

By: Naples Properties, Inc., a Florida
corporation, as General Partner

By: *Sandra Hesse*
SANDRA HESSE, Vice President

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 28TH day of OCTOBER, 1994, by SANDRA HESSE, as Vice President of Naples Properties, Inc., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURE, a Florida General Partnership, who is personally known to me.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J. Chapman
NOTARY PUBLIC

LINDA J. CHAPMAN
Typed/Printed Name of Notary

JOINDER

LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation,
does hereby join in the foregoing Amendment to the Declaration.

(Corporate Seal)

LONGSHORE LAKE FOUNDATION, INC., a
Florida not-for-profit corporation,

By: *Sandra Hesse*
SANDRA HESSE, President

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 28th day
of OCTOBER, 1994, by SANDRA HESSE, as President of LONGSHORE LAKE
FOUNDATION, INC., a Florida not-for-profit corporation, who is personally known to me.



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

Linda J. Chapman
NOTARY PUBLIC

LINDA J. CHAPMAN
Typed/Printed Name of Notary

REC FEE	21.00
COPIES	5.00
WISC	1.00

This instrument prepared by and
after recording returns to:

Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

Re: **LONGSHORE LAKES JOINT VENTURE**
11399 PHOENIX WAY
NAPLES FL 34119

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
LONGSHORE LAKE DECLARATION OF GENERAL PROTECTIVE COVENANTS**

This Amendment to the Amended and Restated Declaration of General Protective Covenants made this 30th day of October, 1996, by LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the developer of certain lands in Collier County, Florida upon which it has imposed certain use restrictions as more particularly set forth in that certain Amended and Restated Declaration for Longshore Lake, Declaration of General Protective Covenants, dated December 7, 1987 and recorded at Official Records Book 1315, beginning at page 588, of the Public Records of Collier County, Florida, as subsequently amended (the "Declaration");

WHEREAS, Section 12.07 of said Declaration permits the Declarant to amend said Declaration so long as Declarant holds one or more Plots for sale within Longshore Lake; and

WHEREAS, Declarant holds more than one Plot for sale within Longshore Lake, and desires to add a new Section 4.04(D) to said Declaration.

NOW, THEREFOR, Declarant does hereby amend Sections 6.05(E) and 7.03 of the Declaration so henceforth it shall read as follows:

Section 6.05(E). Garages and Automobile Storage.

E. In addition to the requirements set forth in Paragraph (A) above and elsewhere in this Declaration, all garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. If a resident owns more automobiles than the garage can accommodate (i.e., a resident owns three vehicles but only has a two-car garage), the resident may park the additional automobile(s) in the driveway when the garage is filled with vehicles; provided, however, under no circumstances may a vehicle restricted to mandatory parking in an enclosed structure under Paragraph 7.03 of this Declaration be parked

overnight in a driveway. Among other remedies, the Foundation shall have the right to impose fines upon a Member for failure of a Member, or any tenant, guest, invitee or employee thereof, to comply with any of the provisions of this Section.

In order to accommodate new residents during their move new residents shall be given a thirty (30) day "grace period" beginning on the date of move-in, in which to clear the garage of packing materials and bring themselves into compliance with the garage parking requirements. During the grace period, no fines or other penalties may be imposed on new residents for failure to comply with the above provisions addressing the mandatory use of garages for parking. The grace period applies only to the provisions of this Section relating to garage parking, and does not in any way limit the authority of the Foundation to enforce any other provisions of the Declaration during this period.

In addition to other remedies available to the Foundation as set forth herein and elsewhere, the Foundation shall have the right to have any automobile or other vehicle that is parked anywhere within the Properties in violation of this Declaration removed, by a commercial towing company or otherwise, at the Member's sole cost and expense. The foregoing is a non-exclusive remedy available to Foundation, and shall in no way preclude Declarant and/or Foundation from exercising any of its other lawful remedies available hereunder. All costs of removal and/or enforcement of the provisions set forth herein shall be a personal obligation of the Member, as well as a special assessment against the Member's Plot, and may be enforced by the Foundation in accordance with the terms and provisions set forth in this Declaration.

Use of side entry garages is encouraged whenever possible. No garage shall be converted into living space unless the garage is in compliance with the General Covenants, as amended, and is constructed elsewhere on the Plot in its place and stead, in accordance with plans and specifications which have been approved in advance by the ARB.

Section 7.03. Driveways and Parking.

A. No commercial vehicle, recreational vehicle, motorcycle, boat, boat trailer, trailer of any kind, camper, mobile home, or disabled vehicle shall be permitted to be parked overnight anywhere within the Properties, including but not limited to, anywhere on any Plot, Common Roads, or Foundation Common Area, unless the same shall be kept fully enclosed inside a structure designed for that purpose. A commercial vehicle shall be defined as any vehicle that is commercially licensed and/or has the name or logo of a business painted anywhere on the exterior of the vehicle. No automobiles shall be allowed to park overnight on any Common Roads and/or Foundation Common Areas.

B. Notwithstanding the above paragraph, the Foundation reserves the right to issue one-night passes to residents on a request and approval basis which will allow residents to park

recreational vehicles such as vans, boats, etc. in their driveways for provisioning and/or clean-up. Requests for passes must be submitted to the Foundation at least twenty-four (24) hours prior to the date of issuance. The Foundation has absolute discretion as to which passes will be granted and to which vehicles they will apply. If the Foundation approves a request for a pass, the resident will receive a temporary permit which will allow the specified vehicle to be parked in the resident's driveway from 6:00 p.m. on the date of issuance until 8:00 a.m. the following day. The Foundation will not issue more than two (2) passes per month per Plot. Among other remedies, the Foundation shall have the right to refuse future passes to anyone abusing the overnight parking policy.

C. Any Member who is a resident of Longshore Lake as of the date of execution hereof who owns a non-commercial vehicle that will not fit into their garage due to its size, as opposed to content of the garage, shall be allowed to park said non-commercial vehicle in their driveway overnight, notwithstanding the other terms and provisions hereof. This exception is designed to eliminate hardship as to existing residents of Longshore Lake, and for no other persons. This exclusion is limited to the current non-conforming vehicle owned by said residents, and shall not be applicable to any vehicle said resident may later acquire, either as an addition to, or in replacement of, any existing non-conforming vehicle that is otherwise "grandfathered" herein.

D. In the event that any Member shall violate any provision of this Section, the Foundation shall have the right, power and authority to tow any offending vehicles, fine the Member or otherwise pursue any of its other lawful remedies available to Foundation under the terms of this Declaration or by law.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Amendment to the Declaration this 30th day of October, 1996.

LONGSHORE LAKES JOINT VENTURE, a
Florida General Partnership, ..

(Corporate Seal)

By: NAPLES PROPERTIES, INC., a Florida
corporation, as General Partner

By: 
SANDRA HESSE, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 30TH day of OCTOBER, 1996, by SANDRA HESSE, Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.

Linda J Chapman
NOTARY PUBLIC (Seal)
LINDA J CHAPMAN
Typed/Printed Name of Notary

My commission expires:



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

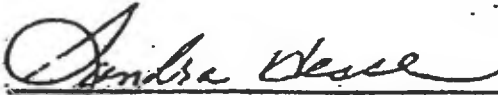
JOINDER

LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation, does hereby join in the foregoing Amendment to the Declaration.

(Corporate Seal)

LONGSHORE LAKE FOUNDATION, INC., a
Florida not-for-profit corporation,


By:



SANDRA HESSE, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 30th day of OCTOBER, 1996, by SANDRA HESSE, as President of LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation, who is personally known to me.


NOTARY PUBLIC (Seal)
LINDA J. CHAPMAN
Typed/Printed Name of Notary

My commission expires:



OFFICIAL SEAL
LINDA J. CHAPMAN
My Commission Expires
March 30, 1997
Comm. No. CC 268669

State of FLORIDA
County of COLLIER

I HEREBY CERTIFY THAT this is a true and
correct copy of a document recorded in
the OFFICIAL RECORDS of Collier County.
WITNESS my hand and official seal this
date, October 31, 1996.

DWIGHT E. BROCK, CLERK OF CIRCUIT COURT

by: Lori Hart D.C.

This instrument prepared by and
after recording return to:

Leo J. Salvatori, Esq.
Quarles & Brady
4501 Tamiami Trail North
Suite 300
Naples, Florida 33940

Retn:
QUARLES & BRADY
4501 TAMIAHI TR N #300
NAPLES FL 34103 3060

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
LONGSHORE LAKE DECLARATION OF GENERAL PROTECTIVE COVENANTS**

This Amendment to the Amended and Restated Declaration of General Protective Covenants made this 20th day of January, 1997, by LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the developer of certain lands in Collier County, Florida upon which it has imposed certain use restrictions as more particularly set forth in that certain Amended and Restated Declaration for Longshore Lake, Declaration of General Protective Covenants, dated December 7, 1987 and recorded at Official Records Book 1315, beginning at page 588, of the Public Records of Collier County, Florida, as subsequently amended (the "Declaration");

WHEREAS, Section 12.07 of said Declaration permits the Declarant to amend said Declaration so long as Declarant holds one or more Plots for sale within Longshore Lake; and

WHEREAS, Declarant holds more than one Plot for sale within Longshore Lake, and desires to amend Section 4.04(D) to said Declaration.

NOW, THEREFOR, Declarant does hereby amend Section 4.04(D) to read as follows:

Section 4.04(D). Fines.

D. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Foundation a fine or fines may be imposed upon a Member for failure of a Member, or any tenant, guest, invitee or employee thereof, to comply with any covenant, restriction, rule or regulation, subject to the following procedures:

1. The Foundation shall notify the Member of the alleged infraction or infractions. Included in the notice shall be the date, time and place of the special meeting of a committee appointed by the Board of Directors of the Foundation to conduct the hearing on the infraction (the "Committee"), at which time the Member shall present such reasons, if any, as to why a fine(s) should not be imposed. At least fourteen (14) days' written notice of such meeting shall be given to the Member.

2. The alleged non-compliance shall be presented to the Committee, after which said Committee shall hear reasons from the Member, if any, as to why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Member by no later than twenty-one (21) days after the foregoing meeting. The Member shall have the right to be represented at the meeting by counsel, and to cross-examine witnesses.

3. If the Committee elects to impose a fine, the Board of Directors may cause the Foundation to impose a special assessment as a personal obligation of the Member, and as a claim against the Member's Plot, in the amount of the fine. Said fine shall be in an amount not greater than \$50.00 per violation or infraction. Each day that a Member (or a Member's guest, tenant or invitee) acts in contravention of any covenant, restriction, rule or regulation may be considered a separate infraction, and as such, violations which are of a continuing nature may result in fines of up to \$50.00 per day.

4. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the same.

5. Fines shall be treated as a special assessment, and may be collected by the Foundation as such in accordance with the provisions otherwise set forth herein.

6. Fines shall not be exclusive, and shall exist in addition to all other rights and remedies to which the Foundation may be otherwise legally entitled; provided, however, any fine paid by the Member shall be deducted from, or offset against, any damage which the Foundation may otherwise be entitled to recover by law from such Member.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Amendment to the Declaration this 30th day of January 1997.

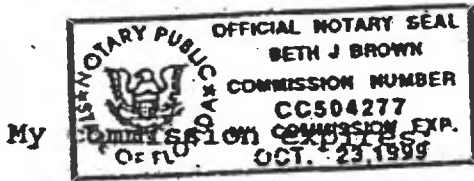
LONGSHORE LAKES JOINT VENTURE, a
Florida General Partnership,

(Corporate Seal)
By: NAPLES PROPERTIES, INC., a Florida
corporation, as General Partner

By: Sandra Hesse
SANDRA HESSE, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before this 30 day of January, 1997, by SANDRA HESSE, a Vice President of NAPLES PROPERTIES, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, who is personally known to me.



Beth J. Brown
NOTARY PUBLIC (Seal)
Beth J. Brown
Typed/Printed Name of Notary

JOINDER

LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation, does hereby join in the foregoing Amendment to the Declaration.

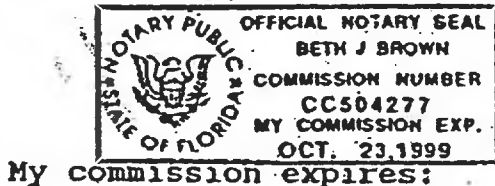
(Corporate Seal)
LONGSHORE LAKE FOUNDATION, INC., a
Florida not-for-profit corporation,

By:

Sandra Hesse
SANDRA HESSE, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 30 day of January, 1997, by SANDRA HESSE, as President of LONGSHORE LAKE FOUNDATION, INC., a Florida not-for-profit corporation, who is personally known to me.



Beth J. Brown
NOTARY PUBLIC (Seal)
Beth J. Brown
Typed/Printed Name of Notary

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/12/1999 at 10:54AM DWIGHT E. BROCK, CLERK
RRC FBI 33.01
COPIES 7.01

This instrument prepared by and after recording
return to:

Leo J. Salvatori, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North
Suite 300
Naples, Florida 34103

Retn:

QUARLES & BRADY
4501 TAMIAHI TR N #300
NAPLES FL 34103 3060

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 5D**

THIS DECLARATION is made and entered into this 6th day of July,
1999, by **LONGSHORE LAKES JOINT VENTURE**, a Florida general partnership, hereinafter
referred to as "DECLARANT."

WITNESSETH:

WHEREAS, DECLARANT and **LONGSHORE LAKES HOMES, L.P.**, a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the **NEIGHBORHOOD**, has imposed on the **NEIGHBORHOOD** and other properties in **LONGSHORE LAKE**, the **DECLARATION OF PROTECTIVE COVENANTS** which are recorded in Official Records Book 1315, Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended and restated, and;

WHEREAS, said **DECLARATION OF GENERAL PROTECTIVE COVENANTS** provides that **LONGSHORE LAKES JOINT VENTURE** may supplement the **DECLARATION OF GENERAL PROTECTIVE COVENANTS** for any **NEIGHBORHOOD** (as **NEIGHBORHOOD** is therein defined); and

WHEREAS, **LONGSHORE LAKES JOINT VENTURE** has determined that in order to cause a quality development within the **NEIGHBORHOOD** known as **LONGSHORE LAKE, UNIT 5D**, supplemental restrictions and covenants should be imposed on **NEIGHBORHOOD**, for the preservation of the property values of the **OWNERS** therein;

NOW, THEREFORE, **LONGSHORE LAKES JOINT VENTURE** declares that the **NEIGHBORHOOD** as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the **DECLARATION OF GENERAL PROTECTIVE COVENANTS** and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.
3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those twenty-nine (29) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof. Notwithstanding the above provisions, the

2.

BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS

- a. No dwelling unit or building shall be erected within the following setback lines:
 - i. Front LOT lines - twenty-five (25) feet
 - ii. Side LOT lines - seven (7) feet
 - iii. Rear LOT lines - thirty (30) feet
- b. Dwelling units shall contain no less than sixteen hundred (1,600) square feet of air-conditioned living space.
- c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.
- d. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
- e. Minimum LOT area shall be a minimum of seven thousand six hundred (7,600) square feet.
- f. Minimum LOT width shall be fifty-five (55) feet.

3.

GARAGES, CARPORTS AND STORAGE AREAS.

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be kept closed except for ingress and egress to the garage.
- b. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.
- c. Carports shall not be permitted.
- d. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

4. **ROADWAYS.** All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

ARTICLE III

GENERAL PROVISIONS

1. **PROPERTY UNITS.** In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of twenty-two (22) Property Units assigned to the NEIGHBORHOOD.
2. **CONFLICT.** In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
3. **AMENDMENT.** For so long as the DECLARANT holds one (1) or more LOTS for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any LOTS for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of two-thirds of all owners of LOTS in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.
4. **DECLARATION RUNS WITH THE LAND.** The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2028, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as set forth in Article III, Section 3 above.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this ____ day of _____, 1999.

Signed, sealed and delivered
in the presence of:

Carol Gregory
Witness #1
(Print name/address below:
CAROL GREGORY
6289 Burnham Road
Naples, FL 34119

Linda J. Chapman
Witness #2
(Print name/address below:
LINDA J. CHAPMAN
6289 BURNHAM RD
NAPLES, FL 34119

Mari Eikel
Witness #1
(Print name/address below:
Mari Eikel
4500 Executive Dr.
Naples, FL 34116

Angela C. Nicholson
Witness #2
(Print name/address below:
Angela Nicholson
4507 Executive Dr.
Naples, FL 34116

DECLARANT:

LONGSHORE LAKE JOINT
VENTURE, a Florida general
partnership

(Corporate Seal)
By: NAPLES PROPERTIES, INC., a
Florida corporation, as general partner

By: Sandra Hesse
SANDRA HESSE, as
Vice-President

JOINDER

LONGSHORE LAKE HOMES, L.P., a
Delaware limited partnership, doing business
in the State of Florida as Longshore Lake
Homes, Limited Partnership

(Corporate Seal)
BY: LLH GENERAL PARTNER, INC., a
Delaware corporation, its its general
partner

BY: Jeffrey A. Phippen as SE
Jeffrey A. Phippen, as Secretary
with full power and authority to bind
the partnership

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17TH day of JUNE, 1999, by SANDRA HESSE, as Vice-President of NAPLES PROPERTIES, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURES, a Florida general partnership, who is personally known to me.

My Commission Expires:



Linda J. Chapman
My Commission CC630507
Expires March 30, 2001

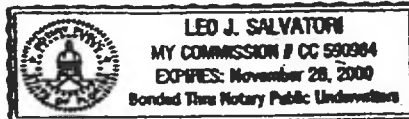
Linda J. Chapman
NOTARY PUBLIC (SEAL)
(Print name below)

LINDA J. CHAPMAN
Notary Public
Serial # (if any) _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 6th day of JUNE 1999, by Jeffrey A. Piipponen, as Secretary of LLH General Partner, Inc., a Delaware corporation, as general partner of Longshore Lake Homes, L.P., a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership who is personally known to me.

My Commission Expires:



LEO J. SALVATORI
MY COMMISSION # CC 590984
EXPIRES: November 28, 2000
Bonded Three Notary Public Underwriters

Leo J. Salvatori
NOTARY PUBLIC (SEAL)
Leo J. Salvatori, Notary Public

EXHIBIT "A"

All of LONGSHORE LAKE, Unit 5D, according to the plat thereof recorded in Plat Book 32, Pages 34 and 35, of the Public Records of Collier County, Florida.

This instrument prepared by and after recording
return to:

Leo J. Salvatori, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North
Suite 300
Naples, Florida 34103

Retn:
QUARLES & BRADY
4501 TAMAMI TR N #300
NAPLES FL 34103 3060

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 5C**

THIS DECLARATION is made and entered into this 6th day of July,
1999, by **LONGSHORE LAKES JOINT VENTURE**, a Florida general partnership, hereinafter
referred to as "DECLARANT."

WITNESSETH:

WHEREAS, DECLARANT and **LONGSHORE LAKES HOMES, L.P.**, a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in **LONGSHORE LAKE, DECLARATION OF PROTECTIVE COVENANTS** which are recorded in Official Records Book 1315, Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended and restated, and;

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS provides that **LONGSHORE LAKES JOINT VENTURE** may supplement the DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD (as NEIGHBORHOOD is therein defined); and

WHEREAS, **LONGSHORE LAKES JOINT VENTURE** has determined that in order to cause a quality development within the NEIGHBORHOOD known as **LONGSHORE LAKE, UNIT 5C**, supplemental restrictions and covenants should be imposed on NEIGHBORHOOD, for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, **LONGSHORE LAKES JOINT VENTURE** declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the DECLARATION OF GENERAL PROTECTIVE

Vol. 2507 PG. 0921
The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.
3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those twenty-two (22) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principle place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

2. **BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.**

- a. No dwelling unit or building shall be erected within the following setback lines:
 - i. Front LOT lines - twenty-five (25) feet
 - ii. Side LOT lines - seven (7) feet
 - iii. Rear LOT lines - thirty (30) feet
- b. Dwelling units shall contain no less than sixteen hundred (1,600) square feet of air-conditioned living space.
- c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.
- d. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
- e. Minimum LOT area shall be a minimum of seven thousand six hundred (7,600) square feet.
- f. Minimum LOT width shall be fifty-five (55) feet.

3. **GARAGES, CARPORTS AND STORAGE AREAS.**

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage. All garage doors shall be kept closed except for ingress and egress to the garage.
- b. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.
- c. Carports shall not be permitted.

- d. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

4. **ROADWAYS.** All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

ARTICLE III

GENERAL PROVISIONS

1. **PROPERTY UNITS.** In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of twenty-nine (29) Property Units assigned to the NEIGHBORHOOD.
2. **CONFLICT.** In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.
3. **AMENDMENT.** For so long as the DECLARANT holds one (1) or more LOTS for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any LOTS for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of two-thirds of all owners of LOTS in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.
4. **DECLARATION RUNS WITH THE LAND.** The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2028, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as set forth in Article III, Section 3 above.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this _____ day of _____, 1999

Signed, sealed and delivered
in the presence of:

Carol Gregory
Witness #1

(Print name/address below:

CAROL GREGORY
6289 Burnham Road
Naples, FL 34119

Linda J Chapman
Witness #2

(Print name/address below:

LINDA J. CHAPMAN
6289 BURNHAM RD
NAPLES, FL 34119

Cari Eikel
Witness #1

(Print name/address below:

Cari Eikel
4500 Executive Dr.
Naples FL 34119

Angela Naddor
Witness #2

(Print name/address below:

Angela Naddor
4500 Executive Dr.
Naples, FL 34119

DECLARANT:

LONGSHORE LAKE JOINT
VENTURE, a Florida general
partnership

(Corporate Seal)

By: NAPLES PROPERTIES, INC., a
Florida corporation, as general partner

By: Sandra Hesse
SANDRA HESSE, as
Vice-President

JOINDER

LONGSHORE LAKE HOMES, L.P., a
Delaware limited partnership, doing business
in the State of Florida as Longshore Lake
Homes, Limited Partnership

(Corporate Seal)

BY: LLH GENERAL PARTNER, INC., a
Delaware corporation, its its general
partner

BY: Jeffrey A. Piipponen
Jeffrey A. Piipponen, as Secretary
with full power and authority to bind
the partnership

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17th day of JUNE, 1999, by SANDRA HESSE, as Vice-President of NAPLES PROPERTIES, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURES, a Florida general partnership, who is personally known to me.

My Commission Expires:

Linda J Chapman
NOTARY PUBLIC (SEAL)
(Print name below)
LINDA J CHAPMAN
Notary Public
Serial # (if any) _____



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17th day of June, 1999, by Jeffrey A. Piipponen, as Secretary of LLH General Partner, Inc., a Delaware corporation, as general partner of Longshore Lake Homes, L.P., a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership who is personally known to me.

My Commission Expires:

Leo J. Salvatori
NOTARY PUBLIC (SEAL)
Leo J. Salvatori, Notary Public

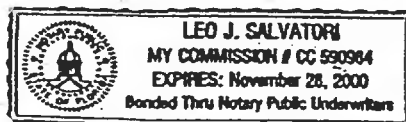


EXHIBIT "A"

All of LONGSHORE LAKE, Unit 5C, according to the plat thereof recorded in Plat Book 32, Pages 32 and 33, of the Public Records of Collier County, Florida.

This instrument prepared by and after recording
return to:

Leo J. Salvatori, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North
Suite 300
Naples, Florida 34103

Retn:
QUARLES & BRADY
4501 TAMAMI TR N #300
NAPLES FL 34103 3060

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR QUAIL WALK, PHASE FOUR**

THIS DECLARATION is made and entered into this 6th day of July, 1999,
by LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, hereinafter
referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT and Longshore Lake Homes, L.P., a Delaware limited
partnership doing business in the State of Florida as Longshore Lake Homes, Limited Partnership,
are the record owners of the real property legally described on Exhibit "A" attached hereto and
incorporated herein by virtue of this reference;

WHEREAS, said premises are subject to the terms and provisions of that certain
Declaration of Restrictions and Protective Covenants for LONGSHORE LAKE, which
Declaration of General Protective Covenants is recorded in Official Records Book 1315, at Pages
588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended;

WHEREAS, the DECLARANT has determined that, in order to cause a quality
development within the NEIGHBORHOOD known as QUAIL WALK, PHASE FOUR
supplemental restrictions and covenants should be imposed upon QUAIL WALK, PHASE FOUR,
for the preservation of the property values of the owners therein;

NOW, THEREFORE, DECLARANT does hereby declare that the premises described in
Exhibit "A", to be hereinafter referred to as QUAIL WALK, PHASE FOUR or the
"NEIGHBORHOOD", shall be held, transferred, sold, conveyed, and occupied subject to the
Declaration of General Protective Covenants of Longshore Lake, and the supplemental
restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set
forth.

ARTICLE I
DEFINITIONS

1. **QUAIL WALK, PHASE FOUR** shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
2. **DECLARANT** shall mean and refer to **LONGSHORE LAKES JOINT VENTURE**, a Florida general partnership, presently having its principle place of business in Collier County, Florida, their successors or assigns of any and all of its rights under this Declaration.
3. **OWNER** shall mean and refer to any person or persons, entity or entities, or the record owner or owners of any fee interest in the **NEIGHBORHOOD**, their heirs, successors, legal representatives or assigns.
4. **LOT** shall mean and refer to those twenty-two (22) dwelling unit sites located (and platted) in the **NEIGHBORHOOD**.
5. **FOUNDATION** shall mean and refer to **LONGSHORE LAKE FOUNDATION, INC.**, a Florida corporation not-for-profit, having its principal place of business in Collier County, Florida, its successors or assigns.
6. **GENERAL COVENANTS** shall mean and refer to the Declaration and General Protective Covenants for **LONGSHORE LAKE**, as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended and restated.
7. **NEIGHBORHOOD** shall mean and refer to the real property, or any portion thereof, described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference.
8. All other definitions shall be as set forth in the General Covenants, and are incorporated herein by virtue of this reference.

ARTICLE II
RESTRICTIONS

1. **USE RESTRICTIONS.** The Lots may be used for single-family dwelling units and for no other purpose. No business buildings may be erected on the Lots, and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. Notwithstanding the foregoing, however, **DECLARANT** may, in its sole discretion, permit one or more dwelling units to be used

or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

2. **GARAGES, CARPORTS AND STORAGE AREAS.**

- a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2) automobiles. Repair of vehicles shall be permitted only inside the garage.
- b. Carports shall not be permitted.
- c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.
- d. All garage doors shall be kept closed when not in use. Automobiles shall be stored in garages when not in use. No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead, and unless the facade of the enclosed garage is approved by the DECLARANT, and a new garage in compliance with these restrictions is built.

3. **ROADWAYS.** All roadways now or hereafter constructed within the NEIGHBORHOOD shall be conveyed to, and owned by, the FOUNDATION. An easement for ingress and egress thereon is hereby granted to the FOUNDATION, its officers, employees, and agents.

4. **DWELLINGS.** Each dwelling constructed shall be no more than two (2) stories in height, and shall contain no less than 1,400 square feet of air conditioned living space.

5. **MINIMUM LOT AREA.** The minimum Lot area shall be six thousand (6,000) square feet per dwelling unit.

6. **MINIMUM LOT WIDTH.** The minimum Lot width shall be Fifty (50) feet.

7. **MINIMUM RESIDENTIAL YARD REQUIREMENTS.** No dwelling unit or building shall be erected within the following setback lines:

- a. Interior Lots:

Front Yard: 20 feet

Side Yard: 5 feet

Rear Yard: 25 feet (7.5 feet for pool enclosure)

- b. **Corner Lots:** The yard abutting the shorter segment of street shall be a front yard, the opposite yard shall be a rear yard. The yard abutting the longer segment of the street shall be a side yard. For corner lots which abut Longshore Way West, the setback from the Longshore Way West right-of-way shall be 15 feet, the easterly 10 feet of which shall be a 10-foot landscape easement, dedicated to the property owners' association.

Note: In the event sidewalks are developed along some or all streets, minimum separation between sidewalk and garage door opening shall be 25 feet.

ARTICLE III

GENERAL PROVISIONS

1. **PROPERTY UNITS.** In accordance with Article 7.21 of the General Covenants, DECLARANT does hereby assign one property unit to each Lot, for a total of twenty-two (22) property units assigned to the NEIGHBORHOOD.
2. **CONFLICT.** In the event of any conflict among the provisions of the General Covenants and the provisions of this Declaration, DECLARANT shall have the right and the power to resolve any such conflict, and its decision shall be final.
3. **DECLARANT'S RIGHT TO MODIFY.** For so long as the DECLARANT holds one or more Lots for sale within the NEIGHBORHOOD, the DECLARANT reserves the right to make modifications or amendments to these Covenants of any type and nature, including the termination of the same, up to and including December 31, 1999. At such time as DECLARANT no longer holds any Lots for resale within the NEIGHBORHOOD, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the Covenants may be made from time to time upon the affirmative vote of two-thirds of all owners of Lots in the NEIGHBORHOOD. These Covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the Covenants contained herein.
4. **DECLARATION RUNS WITH THE LAND.** The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term terminating December 31, 2028, after which time these provisions shall automatically be extended for successive periods of ten (10) years, unless otherwise modified or terminated by the OWNERS as described in Paragraph 3 of this Article III.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this _____ day of _____, 1999.

Signed, sealed and delivered
in the presence of:

DECLARANT:

Carol Gregory
Witness #1
(Print name/address below:
CAROL GREGORY
6289 BURNHAM ROAD
Naples, FL 34119

LONGSHORE LAKE JOINT
VENTURE, a Florida general
partnership

(Corporate Seal)

By: NAPLES PROPERTIES, INC., a
Florida corporation, as general partner

Linda J Chapman
Witness #2
(Print name/address below:
LINDA J CHAPMAN
6289 BURNHAM RD
NAPLES, FL 34119

By: Sandra Hesse
SANDRA HESSE, as
Vice-President

JOINDER

Pete Eikel
Witness #1
(Print name/address below:
Pete Eikel
4500 Executive Dr
Naples FL 34119

LONGSHORE LAKE HOMES, L.P., a
Delaware limited partnership, doing business
in the State of Florida as Longshore Lake
Homes, Limited Partnership

(Corporate Seal)

BY: LLH GENERAL PARTNER, INC., a
Delaware corporation, its its general
partner

Linda J Chapman
Witness #2
(Print name/address below:
Linda J Chapman
4500 Executive Dr
Naples FL 34119

BY: Jenny A. Piipponen as SEC
Jenny A. Piipponen, is Secretary
with full power and authority to bind
the partnership

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17th day of JUNE, 1999, by SANDRA HESSE, as Vice-President of NAPLES PROPERTIES, INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURES, a Florida general partnership, who is personally known to me.

My Commission Expires:



Linda J. Chapman
My Commission CC630507
Expires March 30, 2001

Linda J. Chapman
NOTARY PUBLIC (SEAL)

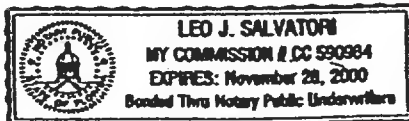
(Print name below)

LINDA J. CHAPMAN
Notary Public
Serial # (if any) _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17th day of June, 1999, by Jeffrey A. Piipponen, as Secretary of LLH General Partner, Inc., a Delaware corporation, as general partner of Longshore Lake Homes, L.P., a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership who is personally known to me.

My Commission Expires:



Leo J. Salvatori
NOTARY PUBLIC (SEAL)

Leo J. Salvatori, Notary Public

EXHIBIT "A"

All of Quail Walk, Phase 4, according to the plat thereof recorded in Plat Book 32, Pages 24 and 25, of the Public Records of Collier County, Florida.

This instrument prepared by and after recording
return to:

Leo J. Salvatori, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North
Suite 300
Naples, Florida 34103

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/12/1999 at 10:54AM DWIGHT H. BROCK, CLERK
RBC FEE 33.00
COPIES 7.00

Retn:
QUARLES & BRADY
4501 TAMIAAMI TR N #300
NAPLES FL 34103 3060

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
LONGSHORE LAKE, UNIT 4**

THIS DECLARATION made this 6th day of July, 1999, by
LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, DECLARANT,

WITNESSETH:

WHEREAS, DECLARANT and LONGSHORE LAKES HOMES, L.P., a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in LONGSHORE LAKE, the DECLARATION OF PROTECTIVE COVENANTS which are recorded in Official Records Book 1315, Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended and restated, and;

WHEREAS, said DECLARATION OF GENERAL PROTECTIVE COVENANTS provides that LONGSHORE LAKES JOINT VENTURE may supplement the DECLARATION OF GENERAL PROTECTIVE COVENANTS for any NEIGHBORHOOD (as NEIGHBORHOOD is therein defined); and

WHEREAS, LONGSHORE LAKES JOINT VENTURE has determined that in order to cause a quality development within the NEIGHBORHOOD known as LONGSHORE LAKE, UNIT 4, supplemental restrictions and covenants should be imposed on NEIGHBORHOOD, for the preservation of the property values of the OWNERS therein;

NOW, THEREFORE, LONGSHORE LAKES JOINT VENTURE declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed, and occupied subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges, and liens hereinafter set forth.

The real property subject to the DECLARATION OF GENERAL PROTECTIVE COVENANTS and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is the NEIGHBORHOOD described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

ARTICLE I

DEFINITIONS

1. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

2. "DECLARANT" shall mean and refer to LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, presently having its principle place of business in Collier County, Florida, its successors or assigns of any and all of its rights under this Declaration.
3. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
4. "LOT" shall mean and refer to those fourteen (14) platted dwelling unit sites located in the NEIGHBORHOOD.
5. "FOUNDATION" shall mean and refer to LONGSHORE LAKE FOUNDATION, INC., a Florida corporation not-for-profit, having its principal place of business in Collier County, Florida, its successors or assigns.
6. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 1315, at Pages 588 through 609, inclusive, of the Public Records of Collier County, Florida, as amended.

ARTICLE II

RESTRICTIONS

1. USE RESTRICTIONS.

a. The LOTS may be used for detached single family dwelling units and for no other purposes. No business buildings may be erected on the LOTS, and no business may be conducted on any part thereof. Notwithstanding the above provisions, the DECLARANT may, in its sole

discretion, permit one or more dwelling units to be used or maintained as a sales office or for model homes. Any such permission must be obtained from DECLARANT in writing.

b. Tract L-6 shall be lake area and shall be governed by the FOUNDATION in accordance with Article IX of the GENERAL COVENANTS.

2. BUILDING SETBACK LINES, SIZE OF BUILDINGS, AND SIZE RESTRICTIONS.

a. No dwelling unit or building shall be erected within the following setback lines:

i. Front LOT lines - twenty-five (25) feet

ii. Side LOT lines - ten (10) feet

iii. Rear LOT lines - thirty (30) feet

b. Dwelling units shall contain no less than eighteen hundred (1,800) square feet of air-conditioned living space.

c. Swimming pool screen enclosures may be erected to within twenty (20) feet of the rear LOT line.

d. *When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

3. GARAGES, CARPORTS AND STORAGE AREAS.

a. No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two (2), nor more than three (3) automobiles. Repair of vehicles shall be permitted only inside the garage.

b. Carports shall not be permitted.

c. No unenclosed storage areas shall be permitted. No enclosed storage areas shall be erected which is separated from the dwelling unit. Fully screened storage facilities for garbage and trash containers shall be required for each dwelling unit.

ARTICLE IIIGENERAL PROVISIONS1. PROPERTY UNITS.

In accordance with Article 7.01 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) property Unit to each LOT, for a total of fourteen (14) Property Units assigned to the NEIGHBORHOOD.

2. CONFLICT.

In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. AMENDMENT.

For so long as the DECLARANT holds one or more plots for sale within the subdivision, the DECLARANT reserves the right to make modifications or amendments to these covenants up to and including December 31, 1999. At such time as DECLARANT no longer holds any plots for resale within the subdivision, or after December 31, 1999, whichever is the first to occur, modifications and amendments to the covenants may be made from time to time upon the affirmative vote of two-thirds of all owners of plots in the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of Collier County, Florida, or of any other governmental agency, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.

4. DECLARATION RUNS WITH THE LAND.

The covenants, conditions, restrictions, and other provisions under this Declaration shall run with the land, and bind the property within the NEIGHBORHOOD, and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the OWNERS of two-thirds (2/3) of the LOTS agreeing to the termination of modification.

IN WITNESS WHEREOF, LONGSHORE LAKES JOINT VENTURE, a Florida general partnership, does hereby execute this Declaration of Restrictions and Protective Covenants in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this _____ day of _____, 1999.

Signed, sealed and delivered
in the presence of:

Carol Gregory
Witness #1
(Print name/addresses below:
CAROL GREGORY
6289 Burnham Road
Naples, FL 34119

Linda J Chapman
Witness #2
(Print name/addresses below:
LINDA J CHAPMAN
6289 BURNHAM RD
NAPLES, FL 34119

Clare Eikel
Witness #1
(Print name/addresses below:
Clare Eikel
4500 Executive Dr.
Naples FL 34119

Angela Akule Ona
Witness #2
(Print name/addresses below:
4500 Executive Dr.
Naples, FL 34119

DECLARANT:

LONGSHORE LAKE JOINT VENTURE, a
Florida general partnership

(Corporate Seal)

By: NAPLES PROPERTIES, INC., a
Florida corporation, as general partner

By: Sandra Hesse
SANDRA HESSE, as
Vice-President

JOINDER

LONGSHORE LAKE HOMES, L.P., a
Delaware limited partnership, doing business
in the State of Florida as Longshore Lake
Homes, Limited Partnership

(Corporate Seal)

BY: LLH GENERAL PARTNER, INC., a
Delaware corporation, its its general
partner

BY: Jeffrey A. Piipponen as SEC
Jeffrey A. Piipponen, as secretary
with full power and authority to bind
the partnership

EXHIBIT
All of LONGSHORE LAKE, Unit 4, according to the plat thereof
recorded in Plat Book 32, Pages 30 and 31, of the Public Records of
Collier County, Florida.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 17th day of JUNE, 1999, by SANDRA HESSE, as Vice-President of NAPLES PROPERTIES INC., a Florida corporation, as general partner of LONGSHORE LAKES JOINT VENTURES, a Florida general partnership, who is personally known to me.

My Commission Expires:



Linda J. Chapman
My Commission CC630507
Expires March 30, 2001

Linda J. Chapman
NOTARY PUBLIC (SEAL)

(Print name below)

LINDA J. CHAPMAN

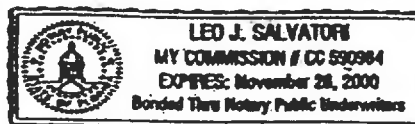
Notary Public

Serial # (if any) _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this ^{6th} ~~17th~~ day of ^{JULY} ~~JUNE~~, 1999, by Jeffrey A. Piipponen, as Secretary of LLH General Partner, Inc., a Delaware corporation, as general partner of Longshore Lake Homes, L.P., a Delaware limited partnership, doing business in the State of Florida as Longshore Lake Homes, Limited Partnership who is personally known to me.

My Commission Expires:



Leo J. Salvatori
NOTARY PUBLIC (SEAL)

Leo J. Salvatori, Notary Public

3802100 OR: 3999 PG: 0171

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/15/2006 at 02:42PM DWIGHT B. BROCK, CLERK
RNC FEE 10.50

Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed annual members' meeting held on the 6th day of March, 2006, at which a quorum was established, the amendment to the Amended and Restated Declaration of Protective Covenants for Longshore Lake set forth on Exhibit "A" was approved by the required vote of the members. The Declaration of Covenants for Longshore Lake was originally recorded at Official Records Book 1294, Page 418, et seq., Public Records of Collier County, Florida.

Barbara Bukowski
Witness Signature

Barbara Bukowski
Print Name

Carol Pawlus
Witness Signature

Carol Pawlus
Print Name

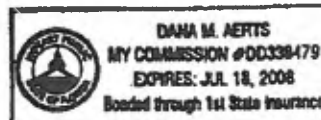
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8 day of March, 2006, by James Kirk, as President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument and who is (X) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation, and the seal affixed thereto is the seal of said corporation.

Dana M. Aerts
Notary Public

Print Name: Dana M. Aerts

My Commission Expires: 07-18-08



**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR LONGSHORE LAKE**

Additions indicated by underlining.
Deletions indicated by ~~striketrough~~.

Section 12.3 (A) (1)

[First Paragraph Remains Unchanged]

Resale Capital Contribution A Resale Capital Contribution shall be due and payable to the Foundation by the transferee upon the conveyance of a Lot or Living Unit by a member. The amount of the Resale Capital Contribution in 2006 shall be an amount not to exceed One Thousand Five Hundred Dollars (\$1,500) ~~(\$1,000)~~; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. In 2007 and beyond, the amount of the Resale Capital Contribution shall be as determined by Resolution of the Board of Directors from time to time based on a biannual review of market conditions. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided for in Section 3.2 of this Declaration. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the owner's estate, surviving spouse or other heirs resulting from the death of the Owner; (c) to a trustee or the Owner's spouse, without a change in occupancy, solely for estate planning or for tax reasons; (d) to a mortgagee or the Foundation pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to a transferee who has previously paid a resale capital contribution. Provided, however, that upon a resale that occurs following an exempt resale described in (a) through (e) above, the resale capital contribution shall be due and payable.

EXHIBIT "A"

3578190 OR: 3755 PG: 1207

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/17/2005 at 03:56PM DWIGHT B. BROCK, CLERK
RNC FEE 35.50

Instrument prepared by and return to:
Ashley D. Lupo, Esq.
Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive, Third Floor
Naples, FL 34103
(239) 649-6200

Re: ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly called annual members' meeting held on March 15, 2005, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "A" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Covenants for Longshore Lake was originally recorded in O.R. Book 1294 at Page 418 et. seq., Public Records of Collier County, Florida.

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

Witness

Print Name: Susan Baker

Witness

Print Name: Rose Laughlin

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of March, 2005, by Meggan Davis, President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced drivers license as identification.

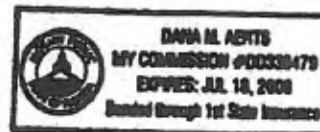
Dana M. Aerts
Notary Public, State of Florida

Printed Name of Notary Public

Serial Number:

My Commission Expires: 7/18/08

465834.1.101203.0001



Proposed Amendments to the
Amended and Restated Declaration of Protective Covenants for Longshore Lake

Additions delineated by Underlining
Deletions delineated by ~~strikethrough~~

4.2 Architectural Review – The architectural review and control functions of the Foundation shall be administered and performed by the ARB. The ARB shall consist of at least three (3) members ~~people~~ appointed by and who serve at the pleasure of the Board of Directors.

9.11 Antennae and Flagpoles. Visible exterior 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~~ antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") are permitted, provided that the Reception Device is located on the rear or side yard of an Owner's Parcel, as long as these locations do not preclude reception of an acceptable signal. As provided by applicable federal law, no prior ARB approval is required. However, the ARB may require that a Reception Device be painted or screened by landscaping in order to blend into the Living Unit and be removed from view from the street and other Living Units. The Foundation may install a satellite dish or other telecommunications apparatus on the Common Area. Pursuant to Section 720.304 (2), Florida Statutes (2002), any homeowner may display one portable removable United States flag in a respectful manner and in accordance with Collier County Ordinances. In addition, any owner may display one portable, removable official flag of the State of Florida in a respectful manner and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or officially sanctioned Prisoner of War (POW) flags. The Foundation may place reasonable standards for the size, placement and safety (obscuring sight lines of vehicles) of flags, other than the United States flag. A flagpole or holder attached to the Living Unit for display of the American flag or any other flag shall be permitted if it is consistent with the standard published by the Foundation.

9.18 Mailboxes - No mailbox, or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any parcel without the approval of the ARB as to style and location. ~~Approved mailboxes and posts are the responsibility of the Owners for the repair and replacement. other than those installed by the Foundation. The Foundation is responsible for the repair, replacement and maintenance required due to normal use and aging. If the mailbox is damaged by an owner or any another individual, the person causing the damage shall be held responsible for the cost to repair or replace a mailbox if it is a result of an accident or other abnormal event.~~

11.3 Fines. The Foundation 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, in accordance with procedures set forth in the ByLaws. ~~Any fines imposed shall be secured by a lien against the Owner's Parcel and may be foreclosed in the same manner as Foundation assessments.~~

12.3 Procedures.

(A) Notice to Foundation.

- (1) Lease or Sale. An Owner intending to lease his Living Unit or sell his Parcel or any interest therein, shall give to the Foundation or its designee, written notice of such intention at least thirty (30) days prior to the date of the proposed lease or transfer, together with a copy of the purchase and sale agreement or lease, and the name and address of the proposed tenant or purchaser and such other information as the Foundation may reasonably require. The Foundation may charge a transfer fee in an amount of up to \$100 ~~for the cost of processing each application to be determined by resolution of the Board from time to time.~~

Section 12.3 (A) (1) – Add to end of paragraph

Resale Capital Contribution A Resale Capital Contribution shall be due and payable to the Foundation by the transferee upon the conveyance of a Lot or Living Unit by a member. The amount of the Resale Capital Contribution shall be an amount not to exceed One Thousand Dollars (\$1,000); provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided for in Section 3.2 of this Declaration. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the owner's estate, surviving spouse or other heirs resulting from the death of the Owner; (c) to a trustee or the Owner's spouse, without a change in occupancy, solely for estate planning or for tax reasons; (d) to a mortgagee or the Foundation pursuant to a Final Judgment of foreclosure or deed in lieu of foreclosure; and (e) to a transferee who has previously paid a resale capital contribution. Provided, however, that upon a resale that occurs following an exempt resale described in (a) through (e) above, the resale capital contribution shall be due and payable.

Amended and Restated Bylaws of Longshore Lake Foundation Inc.

Additions delineated by Underlining
Deletions delineated by ~~strikethrough~~

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.

Proposed additional paragraph:

If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but no later than 60 days after the receipt of the petition, take the petitioned item up on the agenda. The Board shall give all members at least 14 days notice of the meeting at which the petitioned item shall be addressed. Each member has the right to speak at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet or submits a written request prior to the meeting.

6.7 Financial Reporting. Within 90 days following the end of the fiscal year the time period required by law, the Board of Directors shall mail or furnish by personal delivery to each member either a financial report for the previous fiscal year or a written notice that a copy of the financial report is available upon request at no charge to the member. 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 Foundation.

3166979 OR: 3268 PG: 1996

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/17/2003 at 02:28PM DWIGHT H. BROCK, CLERK
RAC FEB 222.00

Instrument prepared by and return to:
Steven M. Falk, Esq.
Roetzel & Andress, A Legal Professional Association
850 Park Shore Drive, Third Floor
Naples, FL 34103
(239) 649-6200

Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly called annual members' meeting held on March 25, 2003, where a quorum was present, after due notice, the amendments to the governing documents set forth on Exhibit "I" attached hereto were approved and adopted by the required vote of the membership. The Declaration of Covenants for Longshore Lake was originally recorded in O.R. Book 1294 at Page 418 et. seq., Public Records of Collier County, Florida.

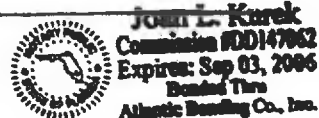
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witness
Print Name: John F. Dodd
Witness
Print Name: Carole B. Faust
By: Joseph L. Leone, President
LONGSHORE LAKE FOUNDATION, INC.
(SEAL)
COLLIER COUNTY
OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 1st day of April, 2003, by Joseph R. Leone, President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produce _____ as identification.

Joan L. Kurek
Notary Public, State of Florida
JOAN L. KUREK
Printed Name of Notary Public
Serial Number: _____
My Commission Expires: _____



Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed special members' meeting held on the 8th day of April, 2010, at which a quorum was established, the amendments to the Amended and Restated Declaration of Protective Covenants for Longshore Lake set forth on Exhibit "A" were approved by the required vote of the members. The Declaration of Covenants for Longshore Lake was originally recorded at Official Records Book 1294, Page 418, et seq., Public Records of Collier County, Florida.

LONGSHORE LAKE FOUNDATION, INC.
(SEAL)

Suzette Feliciano

Witness Signature

Suzette Feliciano

Print Name

Halligan

Witness Signature

Tim Halligan

Print Name

Sally Kirk

President

STATE OF FLORIDA
COUNTY OF COLLIER

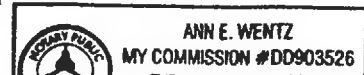
The foregoing instrument was acknowledged before me this 9th day of April, 2010, by Sally Kirk, as President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument and who is (☒) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

Ann E. Wentz

Notary Public

Print Name: ANN E WENTZ

My Commission Expires:



**PROPOSED AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR LONGSHORE LAKE**

The Amended and Restated Declaration of Protective Covenants for Longshore Lake is hereby amended as set forth below:

Additions indicated by underlining.

Deletions indicated by ~~striketrough~~.

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

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

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Foundation;

(B) the Parcel's pro rata share of special assessments for Foundation expenditures not provided for by annual assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Foundation Bylaws, and in particular "house" charges such as food, beverage and tennis;

(D) any reasonable fee set by the Foundation for the private use of any facility situated upon the Common Area;

(E) All Common Areas and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments; and

(F) 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.

3.2 Establishment of Liens. Any and all assessments levied by the Foundation in accordance with the provisions of this Declaration, 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 the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his 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 Foundation, setting forth the description of the homeowners Parcel, the name and address of the Foundation, 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 of the original Declaration. 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.

3.3 Priority of Liens. ~~The foregoing notwithstanding, the Foundation's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded~~ When an Institutional Mortgagee obtains title to a Parcel and/or Living Unit as a result of a foreclosure of its mortgage in which it names the Foundation as a defendant in its initial pleadings, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such Institutional Mortgagee who acquires title shall be liable for unpaid assessments except as may be limited by Chapter 720 Florida Statutes, the "Homeowners Act" as it now exists and as it may be amended from time to time, plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Foundation to collect such Assessment, unless the Foundation's Claim of Lien was recorded prior to the Institutional Mortgage in which event the Institutional Mortgagee who obtains title shall be liable for all unpaid assessments plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Foundation to collect such Assessment,; but Except as set forth in the preceding sentence, the Foundation's Claim of Lien 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 Foundation, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure and except for an Institutional Mortgagee who shall be liable as set forth above, shall be liable for all assessments, charges, attorney's fees and costs of collection that came due prior to foreclosure or deed 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 common expense.

3.4 Collection of Assessments and other charges. If any Owner fails to pay any Assessment, or installment thereof or any other monthly bill by the due date established by the Board, the Foundation 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 Foundation:

- (A) To charge interest on such assessment or charge, at the highest rate allowed by law, as well as to impose a late payment penalty of up to the maximum

~~rate allowed by law~~ ~~Twenty-five Dollars (\$25.00)~~. This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

- (B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Foundation in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.
- (C) To bring an action at law for a money judgment against the applicable Owner without waiving any lien foreclosure rights of the Foundation.
- (D) To suspend the voting rights, as provided in Florida Statutes, for any owner whose regular assessment and charges are delinquent in excess of 90 days, and to suspend use rights to the Common Areas for any Owner and his tenants, guests and invitees, whose assessment remains unpaid beyond deadlines established by the Foundation. Suspension of said rights shall not impair the right of an owner and his tenants, guests and invitees for vehicular and pedestrian ingress and egress from the parcel.
- (E) To cause the cable provider to suspend the right of an owner to receive cable service at the bulk rate if the Foundation enters into a bulk rate cable contract.
- (F) If a Living Unit is leased during a period when an owner is delinquent in the payment of assessments and/or during the pendency of a foreclosure action whether by an Owner's lender or the Association, the Association is entitled to the appointment of a receiver to collect the rent from such tenant to be applied towards the delinquent assessments. The expenses of the receiver shall be the obligation of the Owner and/or the foreclosing lender.

3.5 Certificate. The Foundation 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 or agent of the Foundation, setting forth whether said assessments and any other sums due the Foundation have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

[Section 12.1 remains unchanged]

12.2 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 or Sale. No Owner may effectively lease a Parcel or any interest therein without the prior written approval of the Foundation. All leases shall provide, or

shall be deemed to provide, that in the event that the Owner is delinquent in the payment of assessments and/or other amounts due and owing under the Declaration at any time during the lease term, that the tenant's payments under the lease shall be paid directly to the Foundation. Such payment shall be made upon written notice to tenant by the Foundation. The Owner and the tenant shall execute, upon demand by the Foundation, an addendum to their lease on the form approved by the Board that provides for such payment of assessments and other amounts due and owing under the Declaration directly by the tenant to the Foundation in the event of non-payment of such amounts by an Owner. The failure of the Owner or tenant to execute such addendum does not effect the Foundation's ability to demand and receive rental monies in the event of a delinquency. The legal responsibility for paying assessments may not be delegated by an Owner to the lessee but the Association shall be entitled to collect assessments from a lessee including, without limitation, as provided for above. No owner may convey title to a Parcel or any interest therein by sale without first notifying the Foundation.

- (B) Gift, Devise or Inheritance. If any Owner acquires his Parcel by devise, gift or inheritance, his right to use the Common Area shall be subject to prior notification of the Foundation. The approval of the Foundation shall not be denied to any devisee, gift recipient or heir.
- (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 Foundation under the procedure outlined in Section 12.3 below.

12.3 Procedures.

(A) Notice to Foundation.

- (1) Lease or Sale. An Owner intending to lease his Living Unit or sell his Parcel or any interest therein, shall give to the Foundation or its designee, written notice of such intention at least thirty (30) days prior to the date of the proposed lease or transfer, together with a copy of the purchase and sale agreement or lease incorporating the Foundation's lease addendum as set forth in Section 12.2(A) above, and the name and address of the proposed tenant or purchaser and such other information as the Foundation may reasonably require. The Foundation may charge a transfer fee in the amount to be determined by resolution of the Board from time to time.

Resale Capital Contribution A Resale Capital Contribution shall be due and payable to the Foundation by the transferee upon the conveyance of a Lot or Living Unit by a member including, without limitation, as a result of the issuance of a certificate of title or deed in lieu of foreclosure. The amount of the Resale Capital Contribution in 2006 shall be an amount not to exceed One Thousand Five Hundred Dollars (\$1,500); provided,

however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. In 2007 and beyond, the amount of the Resale Capital Contribution shall be as determined by Resolution of the Board of Directors from time to time based on a biannual review of market conditions. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided for in Section 3.2 of this Declaration. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the owner's estate, surviving spouse or other heirs resulting from the death of the Owner; (c) to a trustee or the Owner's spouse, without a change in occupancy, solely for estate planning or for tax reasons; (d) to a mortgagee or the Foundation pursuant to a Final Judgment of foreclosure or deed in lieu of foreclosure; and (e) to a transferee who has previously paid a resale capital contribution. Provided, however, that upon a resale that occurs following an exempt resale described in (a) through (e) above, the resale capital contribution shall be due and payable.

- (2) Devise, Gift Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Foundation a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall not have any use rights of the Common Area unless the Foundation has been notified of the transfer, 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 Foundation at its election may approve or disapprove the lease, or in the case of a transfer, may deny the new Owner's use rights to the Common Area. If it disapproves the lease or denies the new Owner's use rights to the Common Area, the Foundation shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee or 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, the Board or its designee shall approve 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 lessor or transferee. If the Board neither approves or disapproves within twenty (20) days, such failure to

act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessor or transferee.

12.4 Leasing.

- (A) Terms of Lease. Only entire Living Units may be leased, with prior approval of the Foundation as required above. The minimum leasing period is ninety (90) days. A Living Unit may not be leased on more than three (3) occasions in any calendar year. A lease shall be deemed to occur in the calendar year in which the lease term commences. All leases must incorporate the Foundation's lease addendum set forth in Section 12.2(A) above 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 the Owner agree that the Foundation may proceed against either the Owner and/or the tenant for fines and other legal remedies and that the Owner or the tenant shall be responsible for the Foundation's costs and expenses, including attorney's fees and costs, all secured by a lien against the Parcel.
- (B) Occupancy during Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Residence.

Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
Roetzél & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

INSTR 4692916 OR 4796 PG 1255
RECORDED 5/11/2012 1:44 PM PAGES 5
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC \$44.00

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Longshore Lake Foundation, Inc., a Florida corporation, not for profit, does hereby certify that at the duly noticed annual members' meeting held on the 6th day of March, 2012, at which a quorum was established, the amendments to the Amended and Restated Declaration of Protective Covenants for Longshore Lake set forth on Exhibit "A" were approved by the required vote of the members. The Declaration of Covenants for Longshore Lake was originally recorded at Official Records Book 1294, Page 418, et seq., Public Records of Collier County, Florida.

LONGSHORE LAKE FOUNDATION, INC.
(SEAL)

Suzette Feliciano
Witness Signature
Suzette Feliciano
Print Name

Barbara Plocharczyk
President

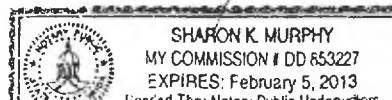
Sharon K. Murphy
Witness Signature
SHARON K. MURPHY
Print Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of April, 2012, by Barbara Plocharczyk, as President of Longshore Lake Foundation, Inc., the corporation described in the foregoing instrument and who is (☒) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

Sharon K. Murphy
Notary Public

Print Name: SHARON K. MURPHY
My Commission Expires: _____



PROPOSED AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR LONGSHORE LAKE

The Amended and Restated Declaration of Protective Covenants for Longshore Lake is hereby amended as set forth below:

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

Section 12.3(A)(1) of the Declaration is amended as follows.

12.3 Procedures.

(A) Notice to Foundation.

- (1) Lease or Sale. An Owner intending to lease his Living Unit or sell his Parcel or any interest therein, shall give to the Foundation or its designee, written notice of such intention at least thirty (30) days prior to the date of the proposed lease or transfer, a copy of the purchase and sale agreement or lease incorporating the Foundation's lease addendum as set forth in Section 12.2(A) above, and the address of the proposed lessee or purchaser and such other information as the Foundation may reasonably require. The Foundation may charge a transfer fee in the amount to be determined by resolution of the Board from time to time. An Owner intending to lease his or her Living Unit shall submit a non-refundable application fee in accordance with Section 12.4(F) below and any proposed lease shall be deemed to include an agreement from the potential tenant granting permission of the Association to check the potential tenant's criminal background and tenant history report.

[The remainder of Section 12.3(A)(1) shall not be altered]

Section 12.4 of the Declaration is amended as follows.

12.4 Leasing

(A) Terms of Lease. Only entire Living Units may be leased, with prior approval of the Foundation as required above. The minimum leasing period is ninety (90) days. A Living Unit may not be leased on more than three (3) occasions in any calendar year. A lease shall be deemed to occur in the calendar year in which the lease term commences. All leases must incorporate the Foundation's lease addendum set forth in Section 12.2(A) above and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions continued 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 Owner agree that the Foundation may proceed against either the Owner and/or the tenant for fines and other legal remedies and that the Owner or the tenant shall be responsible for the Foundation's costs and expenses, including attorneys' fees and costs, all secured by a lien against the Parcel.

(B) Occupancy during Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Residence. For purposes of this Article 12, any individual eighteen (18) years of age or older and occupying the Residence for at least fourteen (14) consecutive days is deemed a Tenant and subject to the approval requirements herein.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- i. The Owner is delinquent in the payment of assessments at the time the application is considered;
- ii. The Owner has a history of leasing his Living Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Living Unit;
- iii. The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Foundation approval;
- iv. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Foundation;
- v. The prospective lessee has a criminal background as listed as follows:
 - any felony convictions;
 - misdemeanor conviction involving crimes against persons or property;
 - any illegal drug related conviction;
 - any prostitution related conviction;
 - any terrorist related conviction;
 - any cruelty to animals related conviction;
 - any of the above related charges resulting in "Adjudication Withheld"; and
 - active status on probation or parole resulting from any of the above.
- vi. The prospective lessee has a history of conduct which evidences disregard for the rights and properties of others;
- vii. The prospective lessee evidences a strong possibility of financial irresponsibility;
- viii. The prospective lessee, during previous occupancy in the Foundation or elsewhere, has evidenced an attitude of disregard for the Foundation rules;

- ix. The prospective lessee gives materially false or incomplete information to the Board as part of the application procedure, or the required transfer fees/security deposit are not paid; or
- x. The Owner fails to give proper notice of his intention to lease his Living Unit to the Board of Directors.

(D) Failure to Give Notice. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Owner.

(E) Regulation by Foundation. All of the provisions of the Foundation Documents and the Rules and Regulations of the Foundation are applicable and shall be enforceable against any person occupying a Living Unit or lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Foundation and the provisions of the Foundation documents, Standard Lease Addendum, including without limitation, designating the Foundation as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of a breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

(F) Fees and Deposits Related to the Lease of Living Units. Whenever herein the Board's approval is required to allow the lease of a Living Unit, the Foundation may charge the Owner a preset fee for processing the application, such as not to exceed the maximum amount allowed by law. A fee may be charged for the renewal of a lease as set forth by resolution by the Board. The Foundation may also require any deposits authorized by the resolution by Board of Directors.

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR LONGSHORE LAKE FOUNDATION, INC.

Additions are underlined

Section 12.3(A)(1) of the Foundation's Declaration is amended as follows:

Section 12.3(A)(1)

(First Paragraph Remains Unchanged)

Resale Capital Contribution. A Resale Capital Contribution shall be due and payable to the Foundation by the transferee upon the conveyance of a Lot or Living Unit by a member including, without limitation, as a result of the issuance of a certificate of title or deed in lieu of foreclosure. The amount of the Resale Capital Contribution in 2006 shall be in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500); provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. In 2007 and beyond, the amount of the Resale Capital Contribution shall be as determined by Resolution of the Board of Directors from time to time based on a biannual review of market conditions. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided for in Section 3.2 of this Declaration. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital contribution: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the owner's estate, surviving spouse or other heirs resulting from the death of the Owner; (c) to a trustee or the Owner's spouse, without a change in occupancy, solely for estate planning or for tax reasons; (d) to a mortgagee or the Foundation pursuant to a Final Judgment of foreclosure or deed in lieu of foreclosure; and (e) to a transferee who has previously paid a resale capital contribution and by virtue of a subsequent acquisition of title owns no more than one (1) Lot or Living Unit at any time in the Foundation, the intent of this subsection (e) being that an Owner who sells a Lot or Living Unit in the Foundation and purchases another Lot or Living Unit in the Foundation shall be exempt from payment of the Resale Capital Contribution. To qualify for the exemption said home shall be listed within 30 days of closing. If the home is not sold or under contract within 180 days, then the Resale Capital Contribution Fee will be due and payable to Longshore Lake Foundation, Inc. Provided, however, that upon a resale that occurs following an exempt resale described in (a) through (e) above, the resale capital contribution shall be due and payable.