2.2.00

DECLARATION OF RESTRICTIONS
FOR
THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned WILLIAM R. FRIZZELL, joined by his wife, MARGARET M. FRIZZELL, and JOHN K. KONTINOS, joined by his wife, BELLA E. KONTINOS, being the owners of The Dunes At Sanibel Island, a Subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7, make the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons acquiring title through the undersigned. These Restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

A. SINGLE FAMILY DWELLINGS

1. RESIDENTIAL USE, SINGLE FAMILY:

All lots in The Dunes At Sanibel Island, except Lots 1 through 13, both inclusive, of Block C and Lots 1, 2 and 3 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building shall be erected to a lot. Lots may be enlarged by shifting or relocating side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS OR PROFESSION:

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land co-

This Instrument was prepared by:
RONALD W. SMALLEY, Attorney at Law
2100 Second St. Fort Myers, Fla. 33902

vered by these restrictions. This covenant shall not, however, prevent the owner of a single family residence from renting said property for residential use. Grantors shall have the right, at their discretion, to designate certain lots on which model homes may be constructed and sales office located.

3. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:

The grantors will designate an Architectural Control Committee to act for them which Committee shall have the right to approve plans, specifications and locations of buildings and to enforce these restrictions.

In order to insure that the homes on the aforementioned lots will preserve a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned lots until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines and setbacks is submitted to the Architectural Control Committee and approved by the Committee as meeting the requirements of these restrictions and as long as being in accordance with the building, plumbing and electrical codes in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. The Architectural Control Committee will depend largely upon the use of stone, brick and wood to give distinctive rich appearances to the houses in this subdivision. At the same time, other materials may be approved if, in the opinion of the Committee, the design is desirable for the area, and gives the rich ap-

pearance deemed essential for the area. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration or modification made in any building wall or other structure. Each dwelling must have an individual front elevation of distinct aesthetic beauty. The Architectural Control Committee may reject any plan that in its opinion is not of sufficient quality in this respect and its decision shall be binding.

4. LAWNS AND LANDSCAPING:

At the time house plans are submitted to the Architectural Control Committee, a complete landscaping plan shall also be furnished the Committee. The landscaping plan may include well planned tree and rock gardens and planting areas with some rock areas in lieu of lawn. Sodded lawn areas may be required to supplement the overall plan. The landscaping, in accordance with said plan, must be completed within 90 days after the home has been completed. The Architectural Control Committee may reject any plan that is not in keeping with the area, and the Committee's decision shall be final and binding.

5. SET-BACK LINES, ETC.

All dwellings shall be situated on lots or building sites in such a manner as will conform with set-back requirements of the Lee County Building Department. The fronts of all dwellings shall face the street, except on corner lots where dwellings may be placed on an angle to face two streets.

6. TYPE OF CONSTRUCTION:

Residences shall be construed of the same kind of new and durable materials and shall be of a design that will be in keeping with other residences in the subdivision. It is the grantors intent, however, that repetition of residential models shall be limited.

MISCELLANEOUS PROVISIONS:

(a) No built-up roofs where visible;

(b) Tile roofs shall have a minimum of 4/12 pitch, Other roof materials must be approved by Grantor or Architectural Control Committee.

(c) All driveways shall be of bonded material.

(d) All lots shall be maintained to the street curb limits.

7. LOCATION OF GARAGES:

No garage shall be erected which is separated from the main building and no carports shall be allowed.

8. BOATS, BOATHOUSES AND ANCHORAGE:

Lots adjacent to waterways will not be permitted to seawall. Each property owner will be responsible for maintaining a uniform, well-kept bank adjacent to such waters. No docks or pilings will be permitted. The waterways are restricted in use to small sailboats, canoes or other boats that can be propelled by hand. No boats will be permitted that use motors as their power.

9. FILLING OF LOTS:

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

10. ANIMALS, ETC.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept, except that dogs, cats and other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

11. DRILLING AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be

permitted upon or in the aforementioned lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lots.

12. WALLS:

No fence of hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view of a body of water or of the golf course from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should be maintained at no greater height than four (4) feet, and that no wall or fence shall be erected or placed within the front set-back line of any lot. The Grantor or Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights, for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Grantor or Architectural Control Committee. No fence or wall shall be permitted along the lot lines adjacent to the golf course.

13. NUISANCES:

No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, trucks, including pick-up and panel type trucks, or oversized vehicles, trailers, mobile homes or recreational vehicles shall be parked on any of the streets or premises within the subdivision, other than when present for delivery, repair, business or maintenance purposes. This paragraph shall not be intended to prevent the parking of such boats and/or vehicles

in an enclosed garage.

14. GARBAGE CONTAINERS:

All garbage and trash containers, oil tanks and bottled gas tanks on all lots must be placed under ground, in walled-in areas or shall be landscaped so that they shall not be visible from adjoining properties.

15. MAINTENANCE OF PREMISES:

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner or his lessee shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor or Architectural Control Committee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

16. SEWAGE AND WATER SUPPLY:

The laws of the State of Florida and County of Lee, as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

17. SIGNS AND DISPLAYS:

No sign shall be erected or displayed on any lot or on any structure, except that the Architectural Control Committee may allow a sign to be erected at its discretion if the placement, character, form and size of such sign is first approved in writing by the Architectural Control Committee.

18. HOMEOWNERS ASSOCIATION AND MAINTENANCE RESPONSIBILITIES:

All lot owners shall be members of a property owners association to be formed by grantors and agree to maintain such membership in good standing as long as he owns such property. Owners further agree to abide by the by-laws and rules and regulations of the association as may be amended from time to time.

19. UTILITIES:

All lot owners shall be required to hook-up to available water, sewer and electrical facilities and to pay customary charges for connection and usage fees.

20. RIGHT TO MODIFY:

The grantors reserve the right to modify and amend these restrictions without notice to any lot owner until such time as all lots within said subdivision and subsequent phases thereof have been sold.

21. RIGHT TO REPURCHASE:

In the event a property owner desires to sell his homesite together with its improvements, if any, then said property shall be offered for sale to the developer at the same price at which the highest bona fide offer has been made for the property. The developer shall have fifteen (15) days within which to exercise its option to purchase said property at this price. Should the developer fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and restrictions herein contained, at a price not lower than that at which it was offered to the developer.

22. REMEDIES FOR VIOLATIONS:

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantors or by virtue of any judicial proceeding, shall give the Grantors, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restriction or covenant and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantors shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

23. DURATION OF RESTRICTIONS:

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof, and shall automatically be extended for an additional twenty (20) years unless 75% or more of the owners of lots in The Dunes At Sanibel Island shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument or instruments in writing executed with the formality of a deed pursuant to the laws of the State of Florida.

24. TIME FOR COMPLETION OF CONSTRUCTION:

Construction of dwellings and landscaping must be diligently pursued and completed within nine (9) months of the date of commencement except in cases of delay due to labor strikes, material shortages and Acts of God.

25. MEMBERS OF ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee has been designated by the Grantors as: William R. Frizzell, John K. Kontinos and George Bail.

B. MULTIPLE FAMILY DWELLINGS

1. GENERAL:

This area consists of Lots 1 through 13, both inclusive of Block C and Lots 1, 2 and 3, Block D.

2. TYPES OF STRUCTURES:

Any structure permitted under the present zoning classification of RU-2 and as may be amended to include rentals or occupancy consistent with said zoning regulations.

3. APPLICABLE PROVISIONS:

All covenants and restrictions that apply to the single family residential lots described in Paragraph A above shall be applicable.

Witnesses:

Kathryn L. Curtis
Dennis N. Halsey
As to Mr. and Mrs. Frizzell

WILLIAM R. FRIZZELL
MARGARET M. FRIZZELL

Kathryn L. Curtis
Dennis N. Halsey
As to Mr. and Mrs. Kontinos

JOHN K. KONTINOS
BELLA E. KONTINOS

STATE OF FLORIDA)
SS
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM R. FRIZZELL and MARGARET M. FRIZZELL, husband and wife, and JOHN K. KONTINOS and BELLA E. KONTINOS, husband and wife, to me well known and known to me

to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, State of Florida, this 27 day of March, 1974.

Bette H. Bollinger
Notary Public

My Commission Expires:
May 14, 1977

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
APR 1 4 02 PM '74
CAL SERACI
CLERK OF CIRCUIT COURT
BY

925138

AMENDED

REC 1137 PG 1197

DECLARATION OF RESTRICTIONS

for

THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WILLIAM R. FRIZZELL and JOHN K. KONTINOS, hereinafter referred to as Grantors, are the developers of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a map or plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7, and,

WHEREAS, said Grantors heretofore made, executed and recorded a Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND, which Declaration is recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, and,

WHEREAS, said Grantors, in accordance with the power to modify and amend said Restrictions without notice as set forth in paragraph 21 of said recorded Declaration of Restrictions,

NOW THEREFORE, the said Grantors do hereby amend and modify said Declaration of Restrictions and hereby provide that the following Restrictions shall constitute a covenant running with the land and shall be binding upon all owners in said subdivision, and shall be applicable to all lands in said subdivision. The amended and modified Restrictions are as follows:

A. SINGLE FAMILY DWELLINGS

1. RESIDENTIAL USE, SINGLE FAMILY

All lots in The Dunes at Sanibel Island, except Lots 2, 3, and

THIS INSTRUMENT WAS PREPARED BY
LLOYD G. HENDERSON, Attorney at Law
2300 SECOND STREET, FORT MYERS, FLORIDA

4 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building, either one or two stories in height, shall be erected to a lot. Lots may be enlarged by shifting or relocating side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS OR PROFESSION

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions. This covenant shall not, however, prevent the owner of a single family residence from renting said property for residential use. Grantors shall have the right, at their discretion, to designate certain lots on which model homes may be constructed and sales office located.

3. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS

The Grantors will designate an Architectural Control Committee to act for them, which Committee shall have the right to approve plans, specifications and locations of buildings and to enforce these restrictions.

In order to insure that the homes on the aforementioned lots will preserve a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned lots until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines and setbacks is submitted to the Architectural Control Committee and approved by the Committee as meeting the requirements of these Restrictions and as long as being in accordance with the

building, plumbing and electrical codes in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. The Architectural Control Committee will depend largely upon the use of stone, brick and wood to give distinctive rich appearances to the houses in this subdivision. At the same time, other materials may be approved if, in the opinion of the Committee, the design is desirable for the area, and gives the rich appearance deemed essential for the area. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration or modification made in any building wall or other structure. Each dwelling must have an individual front elevation of distinct aesthetic beauty. The Architectural Control Committee may reject any plan that in its opinion is not of sufficient quality in this respect and its decision shall be binding.

4. LAWNS AND LANDSCAPING

At the time house plans are submitted to the Architectural Control Committee, a complete landscaping plan shall also be furnished the Committee. The landscaping plan may include well planned tree and rock gardens and planting areas with some rock areas in lieu of lawn. Sodded lawn areas may be required to supplement the overall plan. The landscaping, in accordance with said plan, must be completed within 90 days after the home has been completed. The Architectural Control Committee may reject any plan that is not in keeping with the area, and the Committee's decision shall be final and binding.

5. SET-BACK LINES, ETC.

All dwellings shall be situated on lots of building sites in such a manner as will conform with set-back requirements of the City of Sanibel Building Department. The fronts of all dwellings shall face the street, except on corner lots where dwellings may be placed on an angle to face two streets.

6. SIZE OF RESIDENCES AND TYPE OF CONSTRUCTION

All residences shall have a minimum living area of 1200 square feet, exclusive of porches, breezeways and garages. Residences shall be constructed of the same kind of new and durable materials and shall be of a design that will be in keeping with other residences in the subdivision. It is the Grantors intent, however, that repetition of residential models shall be limited.

MISCELLANEOUS PROVISIONS

a) No built-up roofs where visible.
b) Tile roofs shall have a minimum of 4/12 pitch. Other roof materials must be approved by Grantor or Architectural Control Committee.
c) All lots shall be maintained to the street curb limits.

7. METHOD OF DETERMINING SQUARE FOOTAGE

The method of determining the square footage of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of such buildings or structures at each floor level. Garages, roofed screened porches and the like, shall not be taken into account in calculating the minimum square footage as required by these restrictive covenants.

8. LOCATION OF GARAGES AND CARPORTS

No garage shall be erected which is separated from the main building. No open carports shall be allowed. A carport type structure is permitted provided it contains a visual screen, fence

or enclosure of a height of at least five (5) feet. The entrance to such area shall also be screened either with overhead doors or hinged gate or gates.

9. BOATS, BOATHOUSES AND ANCHORAGE

Lots adjacent to waterways will not be permitted to seawall. Each property owner will be responsible for maintaining a uniform well-kept bank adjacent to such waters. No docks or pilings will be permitted. The waterways are restricted in use to small sailboats, canoes or other boats that can be propelled by hand. No boats will be permitted that use motors as their power.

10. FILLING IN

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

11. ANIMALS, ETC.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept, except that dogs, cats and other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

12. DRILLING OIL, ETC.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the aforementioned lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lots.

13. WALLS

No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view of a body of water or of the golf course from any adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should be maintained at no greater height than four (4) feet, and that no wall or fence shall be erected or placed within the front set-back line of any lot. The Grantors or Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights, for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Grantors or Architectural Control Committee. No fence or wall shall be permitted along the lot lines adjacent to the golf course.

14. ANTENNAS

No exterior television, radio, or other antennas shall be installed or permitted on any lot in the subdivision.

15. NUISANCES

No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, trucks, including pick-up trucks and panel type trucks, or oversized vehicles, trailers, mobile homes or recreational vehicles shall be parked on any of the streets or premises within the subdivision, other than when present for delivery, repair, business or maintenance purposes. This paragraph shall not be intended to prevent the parking of such boats and/or vehicles in an enclosed garage.

16. GARBAGE CONTAINERS

All garbage and trash containers, oil tanks and bottled gas tanks on all lots must be placed underground, in walled-in areas or shall be landscaped so that they shall not be visible from adjoining properties.

17. MAINTENANCE OF PREMISES

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner or his lessee shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantors or Architectural Control Committee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

18. SEWAGE AND WATER SUPPLY

The owner of each lot shall comply with the laws of the State of Florida, County of Lee and City of Sanibel, as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation.

19. SIGNS AND DISPLAYS

No sign shall be erected or displayed on any lot or on any structure, except that the Architectural Control Committee may allow a sign to be erected at its discretion if the placement, character, form and size of such sign is first approved in writing by the Architectural Control Committee.

20. UTILITIES

All lot owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

21. RIGHT TO MODIFY

The Grantors reserve the right to modify and amend these restrictions without notice to any lot owner until such time as all lots within said subdivision and subsequent phases thereof have been sold.

22. REMEDIES FOR VIOLATIONS

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantors or by virtue of any judicial proceeding, shall give the Grantors, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restriction or covenant and to prevent the violation or breach of any of them. In addition to the foregoing the Grantors shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

23. DURATION OF RESTRICTIONS

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof, and shall automatically be extended for an additional twenty (20) years unless 75% or more of the owners of lots in THE DUNES AT SANIBEL ISLAND shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument or instruments in writing executed with the formality of a deed pursuant to the laws of the State of Florida.

24. COMPLETION OF CONSTRUCTION

Construction of dwellings and landscaping must be diligently pursued and completed within nine (9) months of the date of commencement except in cases of delay due to labor strikes, material shortages and acts of God.

25. MEMBERS OF ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee has been designated by the Grantors as: William R. Frizzell, John K. Kontinos and George H. Bail. Membership may be changed at the pleasure of Grantors, by means of recording a document amending this clause of the restrictions.

B. MULTIPLE FAMILY DWELLINGS

1. GENERAL

This area consists of Lots 2, 3 and 4, Block D.

2. TYPES OF STRUCTURES

Any structure permitted under the present zoning classification by the City of Sanibel and as may be amended to include rentals or occupancy consistent with municipal regulations.

3. APPLICABLE PROVISIONS

All covenants and restrictions that apply to the single family residential lots described in Paragraph A above shall be applicable except that the minimum living area for each family unit of a duplex structure shall be 750 square feet.

C. NON-RESIDENTIAL AREAS

Block J shall not be used for residential purposes. Permitted use thereof shall include golf course, swimming pool, tennis courts, recreational use, country club, tennis club, pro-shop, maintenance and storage facilities, and similar related uses.

IN WITNESS WHEREOF the said Grantors have hereunto set their

hands the 31 day of March, A.D. 1976.

William R. Frizzell

John K. Kontinos

Witnesses:

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 31 day of March, 1976, by WILLIAM R. FRIZZELL and JOHN K. KONTINOS.

Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 14, 1977

RECORDED IN OFFICIAL RECORDS FLORIDA LEE COUNTY, VERIFIED
MAY 3 4 42 PM '76
CAL GERICI CLERK OF CIRCUIT COURT

13.00

1131251

OFF. REC. 1299 PG 964

AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
THE DUNES OF SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WILLIAM R. FRIZZELL and JOHN K. KONTINOS are the developers of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a map or plat of said subdivision being on file in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, page 7; and,

WHEREAS, the said WILLIAM R. FRIZZELL and JOHN K. KONTINOS, as Grantors, have heretofore made, executed and recorded an Amended Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND, which Declaration is recorded in Official Records Book 1137, at page 1197, of the public records of Lee County, Florida; and,

WHEREAS said Grantors, in accordance with the power to modify and amend said Restrictions without notice, as set forth in paragraph 21 of said recorded Declaration of Restrictions;

NOW, THEREFORE, the said Grantors do hereby amend and modify said paragraph A, Section 1, of said Amended Declaration of Restrictions to read as follows:

A. SINGLE FAMILY DWELLING

1. RESIDENTIAL USE, SINGLE FAMILY:

All lots in THE DUNES AT SANIBEL ISLAND, except Lots 1 through 12, both inclusive, of Block C and except Lots 2, 3 and 4 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building, either one or two stories in height, shall be erected to a lot. Lots may be enlarged by shifting or relocating

RECORD VERIFIED — SAL GERACI CLERK
BY LINDA THOMPSON D.C.

THIS INSTRUMENT PREPARED BY,
HARRY O. HENDRY
ATTORNEY AT LAW
2100 SECOND STREET
FORT MYERS, FL 33901

side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable building or trailers may be moved on the lot.

All other paragraphs, covenants and restrictions in the Amended Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND recorded in Official Records Book 1137, page 1197, of the public records of Lee County, Florida, are hereby confirmed and ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have executed this Amendment to the Declaration of Restrictions this 13th day of September, 1978.

William R. Frizzell (SEAL)

Witnesses as to William R. Frizzell:

John K. Kontinos (SEAL)

Witnesses as to John K. Kontinos:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Amendment to Declaration of Restrictions was acknowledged before me this 13th day of September 1978, by WILLIAM R. FRIZZELL for the purposes therein stated.

Veda Mae Jeffcoat
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES APRIL 23 1980 BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Amendment to Declaration of Restrictions was acknowledged before me this 13th day of September 1978, by JOHN K. KONTINOS for the purposes therein stated.

Veda Mae Jeffcoat
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES APRIL 23 1980 BONDED THRU GENERAL INS. UNDERWRITERS

COMES NOW DEVELOPMENT CONCEPTS CORPORATION, a Florida corporation, successor in title to the said Grantors, and hereby joins in this Amendment for the purpose of approving, ratifying and confirming same.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed by its President and Secretary this 13th day of September 1978.

WITNESS:

DEVELOPMENT CONCEPTS CORPORATION

By _____
William R. Frizzell
President

ATTEST:

_____
Dennis Halsey
Secretary

SEP 13 4 30 PM '78
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
SAL GERACI
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of September, 1978, by WILLIAM R. FRIZZELL and DENNIS HALSEY, President and Secretary respectively, of DEVELOPMENT CONCEPTS CORPORATION, a Florida corporation, on behalf of the corporation for the uses and purposes therein mentioned.

_____
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 28 1982
BONDED THRU GENERAL INS. UNDERWRITERS

109.00

1311085

AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVELOPMENT CONCEPTS CORPORATION, hereinafter referred to as "Developer", is the developer of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and

WHEREAS, said Declaration of Restrictions (hereinafter sometimes called "Declaration") was amended in its entirety on March 31, 1976, recorded in Public Records Book 1137, Page 1197, and further amended on September 13, 1978, recorded in Official Records Book 1299, Page 964 of the Public Records of Lee County, Florida;

WHEREAS, Developer, in accordance with Section 21 of the existing Declaration of Restrictions, has the power to modify and amend same without notice;

NOW, THEREFORE, Developer does hereby supersede the original Declaration of Restrictions, and all amendments filed thereto, and hereby provides that the following Restrictions shall constitute a running with the land and shall be binding upon all owners in said subdivision, and shall be applicable to all lands in said subdivision. The amended and modified Restrictions are as follows:

• RECORD VERIFIED - SAL GERACI CLERK •
• BY LINDA EDWARDS D.C. •

This Declaration made this 25th day of August, 1980 by Development Concepts Corporation, a Florida corporation (Phase I), and Mariner Properties, Inc., a Florida Corporation (Phase II), which declare that all real property hereinafter described which is owned by said corporations and hereinafter sometimes referred to as "The Villages at The Dunes" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens (hereinafter referred to as "covenants and restrictions" or the "Declaration") hereinafter set forth. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference. Copies of the Articles and By-Laws are attached hereto and are made a part hereof as Exhibits "A" and "B" respectively.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

A. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida corporation not for profit.

B. "Developer" shall mean or refer to Development Concepts Corporation and Mariner Properties, Inc., a Florida corporation, and its successors or assigns.

C. "The Villages at The Dunes or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

D. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined below.

E. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

F. "Common Area" shall mean or refer to those areas of real property designated on recorded plats as follows: The Dunes at Sanibel Island, Plat Book 29, page 7 entrance island.

Phase II The Dunes at Sanibel Island, Plat Book 33, Pages 89 and 90, lot "C".

or on any additions to the Properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use by the general public.

G. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment, condominium unit duplex, or such other designation where the intention is that it be used as a residence for a person or single family.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as recorded in Plat Book 29, Page 7, Public Records of Lee County, Florida and as Phase II The Dunes at Sanibel Island as recorded in Plat Book 33, Pages 89 and 90, Public Records of Lee County, Florida.

Section 2: Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the "Class A" members and two-thirds (2/3) of the "Class B" members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum

of the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the "Class A" membership or two-thirds (2/3) of the "Class B" membership are not present in person or by proxy members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "The Villages at The Dunes Property and Proposed Additions" dated August 6, 1980 and attached hereto as Exhibit "C" such additional lands may be annexed to the Properties without the assent of the Class "A" members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section I above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any lot which is subject to this Declaration to assessment by the Association shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section I of this Article III. When more than one (1) person holds such interest or interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" membership shall be entitled to twenty (20) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the "Class B" Membership shall cease and be converted to "Class A" Membership:

a) When the total votes outstanding in the "Class A" Membership equal three hundred sixty-five (365); or

b) April 1, 1990.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that within two years from the date hereof it will convey by Special Warranty Deed fee title to the Common Areas to the Association, free and clear of all encumbrances and liens except for those created by, or pursuant to, this Declaration, taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgagee and such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonable necessary to protect the above described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.

f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and

other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner agrees to become a Member of the Association concurrent with the purchase of a Lot in The Villages at The Dunes and to maintain his membership in good standing and be guided by the Rules and Regulations of the Association so long as he owns a Lot in the Properties.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of fifty (50) percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4: Common Areas. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be understood that additional platted subdivisions may be added which will share the common areas, including the expense for maintenance thereof.

Section 5: Lien and Personel Obligations of Assessments. Each [illegible] exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date at the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annum and cost of collection thereof, including reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at The Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

ARTICLE V. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes (to include duplexes and condominiums) and approved utilities and amenities except for the following tracts described on Exhibit "C".

Lots 2, 3 and 4, Block D may be used for any structure permitted under the zoning ordinance of the City of Sanibel.

Block J Phase I, less and except that portion of Block J included in the Plat of Phase II, shall not be used for residential purposes. Permitted use thereof shall include golf course, swimming pool, tennis courts, recreational use, country club, food and beverage, pro shop, maintenance and storage facilities, and similar related uses.

Block C, Phase II shall be common area.

Section 2. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood or Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats, or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community.

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at least one architect or building contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occuring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the

construction erection performance, or placement of which is proposed upon any Lot in The Villages at The Dunes and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of any major vegetation. The Architectural Planning Criteria of the Association, attached hereto as Exhibit D, shall serve as a guide to development of Lots in The Villages at The Dunes and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and, until all Lots shall be deeded by the Developer, approved by the Developer.

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in The Villages at The Dunes, including a specific site plan showing the location of the house, other improvements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", THE VILLAGES AT THE DUNES, c/o Mariner Properties, Inc., 6535 McGregor Blvd., #12, Fort Myers, Florida 33907. Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail

to act upon any submission to it within forty five (45) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in The Villages at The Dunes without the written approval of the ARB.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceed four inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and weed removal. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the

pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintained by him as a portion of his lawn.

Section 7: Utilities. All lot owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

Section 8: Parking and Garage Areas. Adequate offstreet parking must be provided for all residential units. Single family residential units must provide at least a 1-car covered parking space plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 9: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 10: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 11: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without written approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonable necessary to avert serious hardship to Owners. The provisions of Section 11 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 12: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely

aesthetic grounds, based solely on its own judgment.

Section 13: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 14: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel earth, soil, or any other such substances located in or under the ground.

Section 15: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamaties. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 16: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s).

Section 17: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without prior approval of the ARB.

Section 18: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding constructing of large dock structures which would be out of scale with the overall design of the Properties.

Section 19: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of the ARB. However, such a site may not be subdivided without the written consent of the Developer,

and no single lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 20: Minimum Building Elevation. The finished first floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline.

Section 21: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 22: Right to Repurchase. No Lot and no interest therein upon which a single family residence has not been constructed and a certificate of occupancy issued (an "unimproved lot") shall be sold or transferred unless and until the Owner of such unimproved Lot shall have first offered to sell such Lot to Developer and Developer has waived in writing his right to purchase said unimproved Lot. The unimproved Lot shall be offered for sale to the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt of written notice of the price and terms to exercise its option to purchase at the offered price, then the Owner shall have the right to sell said unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

Section 23: Construction in Progress - Time Limit. When the construction of any building is once begun, work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous 30-day period, then the Developer shall have the right to notify the owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The owner in fact of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 24: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 25: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 26: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, will be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which

time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of each class of membership. Until all Lots are sold, these restrictions may be modified by the Developer provided that there may not be an amendment to Article V, Section 3, unless it is approved by a vote of a majority of each class of the Membership. Any amendment must be properly recorded to be effective.

Section 27: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time; and (d) any Lot held in the name of Developer, DEVELOPMENT CONCEPTS CORPORATION or MARINER PROPERTIES, INC.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

DEVELOPMENT CONCEPTS CORPORATION

BY: Allen G. Ten Broek
President

ATTEST:

Timothy R. Boggett
Secretary

MARINER PROPERTIES, INC.

BY: Allen G. Ten Broek
President

ATTEST:

Timothy R. Boggett
Secretary

STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I hereby certify that on this day before me JoAnn Peceri, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen G. Ten Broek, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 25 day of August, 1980.

JoAnn Peceri
Notary Public

STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I hereby certify that on this day before me JoAnn Pecori, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen G. Van Brunt, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 25 day of August, 1980.

JoAnn Pecori
Notary Public

This instrument prepared by:

ROBERT E. DADY, ESQUIRE
Mann and Dady, P.A.
1438 Brickell Avenue
Miami, Florida 33131

EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-For-Profit Corporation)

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1977, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1

NAME

The name of this Corporation shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., and shall have its initial principal place of business at 6535 McGregor Blvd., #12, Fort Myers, Florida 33907, Lee County, Florida. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Amended Declaration of Covenants and Restrictions ("Declaration") of THE VILLAGES AT THE DUNES, dated August 25, 1980 and recorded or to be recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not in conflict with the terms of these Articles, including, but not limited to, the following:

a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the Common Area.

d. The purchase of insurance upon the Common Area and insurance for the protection of the Association.

e. The reconstruction of improvements after casualty and the further improvements of the Common Area.

f. To make and amend reasonable regulations with respect to the use of the Common Area and other business of the Association pursuant to the Declaration, provided, however that all such amendments to the regulations shall not become effective until approved by not less than sixty six and two thirds percent (66 2/3%) of the votes of the entire Membership of the Association.

g. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the Common Area.

h. To contract for the management of the Common Area, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.

i. To contract for the management or operation of portions of the Common Area susceptible to separate management or operation, and to lease portions of The Common Area as may be required for the best interests of the Association.

j. To employ personnel to perform the services required for the proper operation of the Common Area.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a certified copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to voting rights as set forth in Article III, Section 2, of the Declaration, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Association in writing, signed under oath by all Owners with an interest in a Lot and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida) owning a vested present interest in the fee title of the Lot in which the affiant owns an interest.

b. One of the owners of the Lot in which the affiant owns an interest is to represent all of the Owners of that Lot at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a Lot shall be the only Member owning an interest in that Lot eligible to cast the vote for said Lot at membership meetings. The person designated to vote may continue to case the binding vote for all Members owning an interest in the Lot in which he owns an interest until such time as another person is properly designated to vote by those Members owning the majority interest by a similar written statement filed with the Secretary.

A corporation or any individual with an interest in more than one (1) Lot may be designated to vote for each Lot in which he owns an interest. Failure by Owners of a Lot to file such statement under oath with the Secretary prior to a meeting of the Membership will result in depriving the Members with an interest in such Lot of a vote at such meeting.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors need not be Members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.3 The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

DIRECTORS	ADDRESSES
Allen G. Ten Broek	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Timothy R. Bogott	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Robert C. Rauschenberger	P. O. Box 168 Sanibel, Florida 33957
James M. Osborne	P. O. Box 168 Sanibel, Florida 33957
Raymond A. Pavelka	6535 McGregor Blvd., #12 Fort Myers, Florida 33907

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

DIRECTORS	TITLE	ADDRESSES
Allen G. Ten Broek	President	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Robert C. Rauschenberger	Vice President	P. O. Box 168 Sanibel, Florida 33957
James M. Osborne	Secretary/ Treasurer	P. O. Box 168 Sanibel, Florida 33957

ARTICLE 7

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which Director or Officer may be entitled pursuant to Florida law or by agreement with any other party.

ARTICLE 8

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each Member at least twenty (20) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting.

a. Such approvals must be by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire Membership of the Association for adoption or as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the By-laws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members of each class of Membership and the joinder of all record owners of mortgages upon all Lots, except that developer shall have the right to make any amendment as long as he shall own one lot. No amendment shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

ARTICLE 10

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

SUBSCRIBERS	ADDRESSES
Allen G. Ten Broek	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Timothy R. Bogott	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Robert C. Rauschenberger	P. O. Box 168 Sanibel, Florida 33957
James M. Osborne	P. O. Box 168 Sanibel, Florida 33957
Raymond A. Pavelka	6535 McGregor Blvd., #12 Fort Myers, Florida 33907

ARTICLE II

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

11.1 Each Owner in THE VILLAGES AT THE DUNES shall pay to the Association his prorata share of: (1) annual assessments or charges, and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time provided in the Declaration. Each such assessment, together with such interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the Owners of each Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for improvements, maintenance or charges by the total number of Lots in the Properties.

11.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' uses and enjoyment of the Common Area and any structures thereon, including but not limited to the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

11.3 The Board of Directors of the Association may, after consideration of current maintenance costs and future need of the Association, fix the actual assessments for any year at a lesser amount than previous assessments.

11.4 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Membership as provided for in the Declaration.

11.5 Date of Commencement of Annual and Special Assessments: Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The first annual assessment shall be made for the balance of the then calendar year in which it is made and shall become due and payable on the day fixed for commencement by the Board of Directors. Each assessment thereafter shall be for the calendar year and shall be payable on the date selected by the Board of Directors. In the event additional Lots and/or Common Area are added to the Properties the Board may fix an assessment applicable to those added Lots that is prorated dependent upon the amount of days remaining in the calendar year during which such Lots and/or Common Areas were added to the Properties. Thereafter all Lots will be assessed in the same manner and pay their respective shares of assessments.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment as provided by the Board of Directors.

11.6 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the Lot which shall run with the land. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claimm of lien being filed in the public records by the Association. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said Lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Sanibel, Flordia, this 25th day of August, A.D., 1980.

Allen G. Ten Broek

James M. Osborne

Robert C. Rauschenberger

Timothy R. Bogott

Raymond A. Pavelka

STATE OF FLORIDA:

SS:

COUNTY OF LEE:

I HEREBY CERTIFY that on this 25TH day of AUGUST, A. D., 1980, before me the undersigned authority personally appeared Allen G. Ten Broek, Timothy R. Bogott and Raymond A. Pavelka, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they made and subscribed the same for the uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal at Sanibel, said County and State, the day and year above written.

Notary Public - State of Florida

STATE OF FLORIDA:

SS:

COUNTY OF LEE:

I HEREBY CERTIFY that on this 25TH day of AUGUST, A.D., 1980, before me the undersigned authority personally appeared Robert C. Rauschenberger and James M. Osborne, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they made and subscribed the same for the uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal at Sanibel, said County and State, the day and year above written.

Notary Public - State of Florida

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OF DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 617.023, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST: THE DUNES AT SANIBEL ISLAND HOMEOWNER'S ASSOCIATION, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS AT SANIBEL, STATE OF FLORIDA, HAS NAMED ALLEN G. TEN BROEK, LOCATED AT 6535 MCGREGOR BOULEVARD, #12, CITY OF FORT MYERS, STATE OF FLORIDA 33907, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

DATED: AUGUST 25th, 1980.

ALLEN G. TEN BROEK

ROBERT C. RAUSCHENBERGER

JAMES M. OSBORNE

TIMOTHY R. BOGOTT

RAYMOND J. PAVELKA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

DATED: AUGUST 25th, 1980.

ALLEN G. TEN BROEK

EXHIBIT "B"

BY-LAWS

OF

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Corporation Not-For-Profit)

ARTICLE ONE

ORGANIZATION

1) The name of this organization shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

2) The organization shall have a seal which shall be in the following form:

3) The organization may at its pleasure, by a vote of the membership body, change its name.

4) All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration of Covenants and Restrictions ("Declaration") dated August 25, 1980 and recorded, or to be recorded, in the Public Records of Lee County, Florida, and any amendments or supplements thereto.

5) The principal office of the Association shall be located at 6535 McGregor Boulevard, #12, Fort Myers, Florida 33907.

ARTICLE TWO

MEMBERSHIP AND VOTING

Any voting rights of the Membership of the Association shall be determined by the provision of the Declaration and the Articles of Incorporation of the Association.

ARTICLE THREE

MEETINGS

The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed to every Member in good standing at his address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fifteen (15) days prior to the meeting.

Unless otherwise provided in the Declaration of the Articles of Incorporation ("Articles"), the presence of not less than fifty percent (50%) of the votes of the Membership either in person or by proxy shall constitute a quorum and shall be necessary to conduct the business of the Association, but a lesser number may adjourn the meeting for a period of not more than four (4) weeks from the date scheduled and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed to all Members at their addresses as they appear in the Membership roll book at least fifteen (15) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of eighty percent (80%) of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing as least twenty (20) days before the requested meeting date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE FOUR

ORDER OF BUSINESS

1. Roll Call.
2. Reading of the minutes of the preceding meeting.
3. Reports of Committees.
4. Reports of Officers.
5. Old and Unfinished Business.
6. New Business.
7. Adjournment.

ARTICLE FIVE

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of five (5) Directors who need not be Members of the Association. The initial Board of Directors shall consist of five (5) Directors who shall hold office until the election of their successors for the terms stated below. Begi ning with the first annual meeting to be held March 11, 1981, the Members at each annual meeting, shall elect in turn, Class A, B and C Directors, each class for a term of three (3) years.

The names and addresses of those persons who are to act as Directors until the election of their successors and their terms of office are:

To serve until the first annual meeting to be held March, 1981, Class A Directors:

DIRECTORS	ADDRESSES
Allen G. Ten Broek	6535 McGregor Blvd., #12 Fort Myers, Florida 33907
Timothy R. Bogott	6535 McGregor Blvd., #12 Fort Myers, Florida 33907

To serve until the next succeeding annual meeting, Class B Directors:

Robert C. Rauschenberger	P. O. Box 168 Sanibel, Florida 33957
James M. Osborne	P. O. Box 168 Sanibel, Florida 33957

To serve until the next succeeding annual meeting, Class C Directors:

Raymond A. Pavelka	6535 McGregor Blvd., #12 Fort Myers, Florida 33907

A. In the event that a majority of the votes of the Membership does not provide otherwise, the business of the Association shall be managed by the Board of Directors of the Association. The use of the phrase "whole Board" herein refers to the total number of Directors which the Association would have if there were not vacancies.

B. A Director need not be a Member, a citizen of the United States, or a resident of the State of Florida. The number of Directors constituting the whole Board shall be fixed from time to time by action of the Membership. The number of Directors, which shall never be less than five (5), may be increased or decreased by action of the Membership.

C. The first Board of Directors elected hereafter shall hold office until the next annual meeting of the Membership and until their successors have been elected and qualified or until their earlier resignation or removal. Thereafter, Directors who are elected in the interim to fill vacancies and newly created Directorships, shall hold office until the next annual meeting of Membership and until their successors have been elected and qualified, or until their earlier resignation or removal.

D. In the interim, between annual meetings of the Membership or of special meetings of the Membership, called for the election of Directors and/or for the removal of one or more Directors and for the filling of any vacancy in that connection, newly created Directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, although less than a quorum, or by the sole remaining Director.

E. Any Director of the Association may resign at any time by giving his resignation to the President or Vice President or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper. The Board shall have the power to contract for services for and on behalf of some or all members of the Association and cause assessments to be charged to some or all members of the Association for payment of the services so contracted.

1. Meetings shall be held at such time as the Board of Directors shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

2. The meetings shall be held at such place within or without the State of Florida as shall be fixed by the Board.

3. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President, or of a majority of the Directors in office.

4. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other manner of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein. Notice of time and place shall be given for special meetings in sufficient time for the convenient assembly of the Directors thereat.

5. A majority of the whole Board shall constitute a quorum except when a vacancy or vacancies prevent such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that such majority shall constitute at least one third (1/3) of the whole Board. A majority of the Directors present, may adjourn a meeting to another time and place. Except as herein otherwise provided by the laws of the State of Florida, the act of the Board shall be the act by vote of a majority of the Directors present at a meeting of such Board or committee if a conference telephone call or similar communications equipment is used by means of which all persons participating in the meeting can hear each other. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the laws of the State of Florida and these Bylaws which govern a meeting of Directors held to fill the vacancies and newly created Directorships in the Board.

6. The Chairman of the Board, if any, and if present and acting, shall preside at all meetings. Otherwise, the Vice Chairman of the Board, if any, and if present and acting, or the President, if present and acting, or any other Director chosen by the Board, shall preside.

H. Any or all of the Directors may be removed for cause, at any time by vote of the Membership holding a majority of the stock, at any special meeting called for that purpose. One or more of the Directors may be removed for cause by the Board of Directors.

I. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the Directors of the Association. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors in the management of the business and affairs of the Association, may authorize the seal of the Association to be affixed to all papers which may require it. In the absence of any disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

J. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX

OFFICERS

The Directors shall elect a President, who shall be a Director, a Secretary, and a Treasurer, and may elect a Chairman of the Board of Directors, a Vice Chairman thereof, and one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers, and may elect or appoint such other officers and agents as are desired. Any number of offices may be held by the same person and failure to elect a President, Secretary or Treasurer shall not affect the existence of this Association.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of Membership and until his successor has been elected and qualified. Any officer may resign at any time and upon written notice.

Officers shall have the powers and duties defined in the resolutions appointing them; provided that the Secretary shall record all proceedings of the meeting or of the written actions of the Membership and of the Directors, and any committee thereof, in a book to be kept for that purpose. If the resolution appointing such officers does not prescribe duties, the officers shall have the following duties:

1. The President shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association, except as otherwise prescribed by the Board. He shall preside at all meetings of the Membership and the Board of Directors, except that if there shall be a Chairman of the Board, such Chairman shall preside at meetings of the Board of Directors.

2. Each Vice President shall have the powers and duties as may be prescribed from time to time by the President. In the event of incapacity of the President, a Vice President designated by the Board of Directors shall perform such duties of the President as the Board of Directors shall prescribe.

3. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Membership and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice to the members of the Board of Directors of all meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall keep in safe custody the seal of the corporation.

4. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of this office, and for the restoration to the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE SEVEN

SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the Association.

ARTICLE EIGHT

COMMITTEES

All committees of the Association shall be appointed by the Board of Directors and their term of office and duties shall be as established by the action of the Board of Directors.

ARTICLE NINE

AMENDMENTS

Until the first election of Directors pursuant to Article Five, these Bylaws may be altered, amended, repealed or added to by an affirmative vote of a majority of the Board of Directors. Thereafter, these Bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than sixty six and two thirds percent (66 2/3%) of the votes of the Members, voting in person, by proxy or in writing, setting forth the items of these Bylaws to be amended.

ARTICLE TEN

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Annual assessments or charges, and special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time are as provided in the Declaration. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Each such assessment, together with interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the persons owning such Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to the collected for the improvements, maintenance or charges by the total number of Lots in the Properties.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' use and enjoyment of the Common Area and any structures thereon, including but not limited to, the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Members as provided in the Declaration.

The annual assessments provided for herein shall commence on the date fixed by the board of Directors of the Association to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period.

Effect of nonpayment of assessment shall be as described in the Declaration and Articles of Incorporation of the Association.

EXHIBIT "C"

The Villages at the Dunes
AREA FOR FUTURE DEVELOPMENT
9 HOLE PROPOSED GOLF COURSE
CONSERVATION AREA
PHASE II
AREA FOR FUTURE DEVELOPMENT
SAN CARLOS BAY
BAY ROAD
TENNIS & GOLF CLUB
LOT A
MOCKINGBIRD DRIVE
SANDPIPER CIRCLE
SAND CASTLE RD
HORSESHOE LAKE
LOT C
SANDPIPER CIRCLE
Lakeside Villas
LOT B
LOT A
DIXIE BEACH BLVD.
ALBATROSS ROAD
SAND CASTLE ROAD
PHASE I
BAILEY ROAD
PENINSULA WAY

THE VILLAGES AT THE DUNES

EXHIBIT "D"

ARCHITECTURAL PLANNING CRITERIA

WHEREAS the declaration of covenants and restrictions for THE VILLAGES AT THE DUNES as recorded in OR Book _____, Page _____ of the Public Records of Lee County, Florida provides that Mariner Properties, Inc., the Developer, a Florida Corporation, shall form a committee known as the Architectural Review Board (ARB) and

WHEREAS the above referenced Declaration for THE VILLAGES AT THE DUNES provides that the Board of Directors of THE VILLAGES AT THE DUNES Homeowner's Association, Inc. (the Association) on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for THE VILLAGES AT THE DUNES, which Criteria are to be set forth in writing and made known to all owners and prospective owners in THE VILLAGES AT THE DUNES.

NOW THEREFORE, the Developer has appointed a committee to be known as the ARB in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for THE VILLAGES AT THE DUNES, the Board of Directors of the Associations upon recommendation of the ARB does hereby adopt the following Architectural Planning Criteria:

1. Building Construction: No building shall be erected, altered or placed on any lot in THE VILLAGES AT THE DUNES other than either one detached single family dwelling containing not less than 1,200 square feet of livable enclosed floor area, or one duplex unit containing not less than 750 square feet (per side) of livable enclosed area. Livable enclosed floor area shall be exclusive of garages, carports, terraces, decks or porches (unless screened in and covered by a roof which is an integral part of the roof line of the main dwelling). This size limitation may be raised or lowered as deemed necessary with approval of the ARB.

A. All buildings shall be constructed of new and durable materials.

B. The topmost point of the roof line shall not exceed 25 feet above the finished first floor level. All second floor rooms shall be within the normal single story roof enclosure. Glazed openings on second floor rooms shall be limited to clerestory or dormer type windows, in addition the ARB has the right to restrict on all of the property the height above sea level to which the ridge of the roof or any element of building excluding chimneys, flues and vents may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community.

C. Roof materials shall be of a composition and color compatible with the exterior of the home.

Flat or shed roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of the building provided that the ARB shall have discretion to approve such roofs on part of the main body of the building.

Solar collector panels shall be designed as an integral part of the roof structure and shall be recessed to be flush with exterior roofing material wherever possible.

D. The exterior of all homes shall be of wood, natural stone, stucco over cement block and/or wood materials, except that wood may be used in conjunction with stucco if approved by the ARB. Exterior building and roof material shall be of natural material and not artificial or simulated.

E. Screening of open areas beneath elevated homes is to be provided in the form of constructed materials or natural plantings.

F. The ARB shall have final approval of all exterior color plans and each owner must submit to the ARB a color plan showing the color of all exterior surfaces. The ARB shall determine whether the color plan is consistent with the homes in the surrounding areas and the color plan conforms with the natural color scheme of THE VILLAGES AT THE DUNES. The color plan must be submitted prior to construction.

2. Driveways: All dwellings shall have a paved driveway of stable and permanent construction of either concrete, asphalt, shell, stone or similar suitable material at the entrance to the parking area, unless exempted by the ARB. At least two cars shall be able to park on the driveway.

3. Games and Play Structures: All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the corner lots within the set back lines. No platform, dog house, play house, or other structure of the similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon and any such structure must have prior approval of the ARB.

4. Fences and Walls: The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any.

5. Landscaping: The basic landscaping plan for each lot must be submitted and approved by the ARB. It shall be the goal of the ARB and the approval of any landscape plan and lay out plan to preserve all existing trees where possible and to enhance the natural vegetation.

6. Swimming Pools and Tennis Courts: Any swimming pool, spa, hot tub or tennis court to be constructed on any lot shall be subject to requirements of the ARB which include but are not limited to the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction.

B. The outside edge of any pool wall cannot be closer than 4 feet to a line extended and aligned with the side wall of the dwelling unless approved by the ARB.

C. No screen of a pool area may stand behind a line extended and aligned with the side walls of the dwelling unless approved by the ARB.

D. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB.

E. Location and construction of tennis or badminton courts must be approved by the ARB.

F. Any lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from the lighting.

G. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both front and side as required by the ARB. It shall be the intent of the ARB that any such area be screened from public view.

7. Garbage and Trash Containers: All containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling behind landscaping or within the main building pursuant to the Covenants and Restrictions.

8. Removal of Trees: In order that the natural beauty of the property may be preserved, no living tree having a caliper measurement or diameter of 4 inches or more shall be destroyed or removed from the property unless approved by the ARB in connection with its approval of the plans and specifications for the construction of improvements on the property or otherwise with the prior expressed written consent of the ARB, or as provided in 12 herein. In the event of a violation of this paragraph the developer, the ARB, or the Association and their respective representatives may at their option cause any tree so removed or destroyed to be replaced with another tree and the owner for himself his successors and assigns shall reimburse the developer, the ARB, or the Association for all expenses incurred if the destroyed or removed tree were replaced with a tree of similar type and size. The Association may assess and collect such reimbursement in the same manner as it assesses and collects yearly assessments pursuant to the Covenants and Restrictions above. Such amount shall become part of the annual charge and lien upon the property as provided in the Covenants and Restrictions.

9. Filling of Lots: No fill may be placed on any lot in THE VILLAGES AT THE DUNES until the ARB has approved the site plan layout for any improvements on any lot.

10. Window Air Conditioning Units: No window or wall air conditioning units shall be permitted unless approved by the ARB.

11. Mailboxes: No mailbox or paper box or other receptacle of any kind for use of delivery of mail, newspapers, magazines, or similar materials shall be erected on any lot unless and until size, location, design, and type of material for said boxes or receptacles shall have been approved by the ARB. It is the intent of the developed to provide for standardized design of mailboxes to preserve uniformity throughout the community.

12. Sight Distances at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

13. Exterior Lighting: All residences shall include an exterior light on a photocell, unless exempted by the ARB. It being the intent that such lighting shall provide for uniform lighting throughout the subdivision. Design of such exterior lighting shall be compatible with the exterior design of the building and must be approved by the ARB.

14. Temporary Structures: No structure of a temporary nature, trailer, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently except on any lot that may be used by developer or by owner during construction of a residence in THE VILLAGES AT THE DUNES and the developer may designate a lot or lots for use as a sales office and model area during the development of THE VILLAGES AT THE DUNES.

15. Utility Connections: Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility.

16. Setbacks: In order to assure that the location of houses will be staggered where practical and appropriate to provide the maximum amount of view and breeze to each house and that the structure will be located with regard to the topography of each individual lot the location of large trees and similar considerations, the developer reserves unto itself, its successors and assigns, the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon any lot. Provided, however, that such location shall be determined after a reasonable opportunity is afforded the lot owner to recommend a specific site. Such location shall in all cases conform to the following requirements:

A. No structural improvement of any type will be placed forward of the building set back line established by the City of Sanibel.

B. Houses (unless approved by the ARB) will not be located closer than 10 feet to the overhang from any side lot line unless two contiguous lots are used as one building site. Measurement shall be at front set back line or as approved by the ARB.

C. The road right of way line shall be considered the front lot line and the owners of corner lots shall designate one side fronting on the road as the front.

D. When a parcel of two or more lots is used by owners as a building site the outside lines of the parcel shall for easement and set back regulation purposes be deemed the lot lines of the building site and the side lot lines shall refer only to the lines bordering on adjoining owners property.

17. Storage Tanks: No above ground storage tanks shall be allowed under any circumstance on any lot unless property screened and approved by the ARB.

18. Compliance With Governmental Regulations: It should be noted that the ARB assumes no liability for insuring compliance with any applicable governmental regulations or requirements.

CLERK OF CIRCUIT COURT
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AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND

LEE COUNTY, FLORIDA

OFF REC 1618 PG 948

THIS DECLARATION, made this 12th day of JULY, 1982 by MARINER PROPERTIES, INC., hereinafter referred to as Developer or Declarant;

WITNESSETH:

WHEREAS, Declarant, is the Developer of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and

WHEREAS, Declarant, in accordance with Section 20 of the aforementioned Restrictions, has the power to modify and amend same without notice and has on several previous occasions amended or modified the Restrictions; and

WHEREAS, Declarant is the exclusive owner in fee simple of the property described in Exhibit "E" hereto, situated and being in Lee County, Florida; and

WHEREAS, Declarant desires to annex additional land to the Properties subject to the Restrictions and amendments thereto; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, the Developer declares that the real property subject to the Restrictions as amended and the real

RECORD VERIFIED - SAL GERACI CLERK BY E. PRICE D.S.

property described in Exhibit "E" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and lien hereinafter set forth.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

A. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida corporation not for profit.

B. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

C. "Common Area" shall mean or refer to those areas of real property designated on recorded plats as follows:

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40.

All of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public. The Common Area may be expanded to include additional property. Please see Article VI Section 1.

D. "Developer" or "Declarant" shall mean or refer to Development Concepts Corporation and Mariner Properties, Inc., a Florida corporation, and its successors or assigns.

E. "Duplex Unit" shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

F. "Dwelling Unit" shall mean a structure which shall contain

one (1) unit as an apartment, condominium unit, duplex, or such other designation where the intention is that it be utilized for residential purposes.

G. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined above.

H. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgages or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

I. "The Villages at The Dunes or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Page 7, and the property annexed thereto by the recordings at Plat Book 33, Page 89, Plat Book 34, Page 39 and Plat Book 34, Page 104 of the Public Records of Lee County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or

replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the "Class A" members and two-thirds (2/3) of the "Class B" members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the "Class A" membership or two-thirds (2/3) of the "Class B" membeship are not present in person or by proxy members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "The Villages at The Dunes Property and Proposed Additions" dated August 6, 1980 and attached as Exhibit "C" such additional lands may be annexed to the Properties without the assent of the Class "A" members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section 1 above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article 1, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" membership shall be entitled to twenty (20) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the "Class B" Membership shall cease and be converted to "Class A" Membership:

a) When the total votes outstanding in the "Class A" Membership equal three hundred sixty-five (365); or

b) April 1, 1990.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the

title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that within five years from the date hereof it will convey by Special Warranty Deed fee title to the Common Areas to the Association, [free and clear of all encumbrances and liens except for those created by, or pursuant to, this Declaration,] taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgages and such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonable necessary to protect the above-described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.

f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner hereby agrees that he will become a Member of the Association concurrent with the purchase of a Lot in The Villages at The Dunes and to maintain his membership in good standing and be guided by the restrictions of the Association, as contained in Article 8 herein, so long as he is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of fifty (50) percent of the votes of class "A" Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4: Common Area. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be expressly understood that additional land may be annexed to the Property whose Owners will share the Common Areas, including the expense for maintenance thereof and that such annexation may affect the cost for maintenance of the Common Areas.

Section 5: Lien and Personal Obligations of Assessments. Each Owner with the exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annuam and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at The Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of

performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

ARTICLE VI. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes (to include duplexes and condominiums) and approved utilities and amenities except for the following tracts described on Exhibit "C" and "E" and as indicated on the following plats:

Plat Book 29, Page 7; Plat Book 33, Page 89; Plat Book 34, Page 40 and Plat Book 34, of Page 104 of the Public Records of Lee County, Florida.

a. Common Areas. Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B and D of the Greenwood Village at The Dunes at Sanibel Island, Plat Book 24, Page 40, and the entry between Bailey Road and Sand Castle Road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

b. Preservation Areas. Tracts A, B, E, F, G and P of The Dunes at Sanibel Island,

Plat Book 34, Page 104. Developer reserves the right in his sole discretion until 1985 to change any portion of the Preservation Areas to Common Areas or to dedicate the Preservation Areas to a Eleemosynary organization or to the public by recording a document to that effect among the Public Records of Lee County.

c. Golf Course. Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Page 104.

d. Amenity and Maintenance Areas. Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Page 104.

e. Lakes. Tracts D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Page 104.

All of the Public Records of Lee County, Florida.

Section 2.. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at lease one architect or building contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occuring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In

the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the construction erection performance, or placement of which is proposed upon any Lot in The Villages at The Dunes and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of major vegetation. The Architectural Planning Criteria of the Association, attached as Exhibit D, shall serve as a guide to development of Lots in The Villages at The Dunes and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and, until all Lots shall be deeded by the Developer, approved by the Developer.

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in The Villages at The Dunes, including a specific site plan showing the location of the house, other imrpovements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely

evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", THE VILLAGES AT THE DUNES, c/o Mariner Properties, Inc., 12999 McGregor Blvd., Suite 115, Fort Myers, Florida 33908. Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail to act upon any submission to it within forty five (45) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in The Villages at The Dunes without the written approval of the ARB.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceed four inches in diameter shall be cut down or otherwise destroyed

without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and week removal. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintaned by him as a portion of his lawn.

Section 7: Utilities. All Lot Owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

Section 8: Parking and Garage Areas. All Dwelling Units must provide at least a 1-car covered parking space plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 9: Service, Screening, Storage Areas. Garbage and refuse

shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 10: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 11: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonable necessary to avert serious hardship to Owners. The provisions of Section 11 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 12: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely aesthetic grounds, based solely on its own judgment.

Section 13: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a

thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 14: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel earth, soil, or any other such substances located in or under the ground.

Section 15: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 16: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s).

Section 17: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without the prior approval of the ARB.

Section 18: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding constructing of large dock structures which would be out of scale with the overall design of the Properties.

Section 19: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of

the ARB. However, such a site may not be subdivided without the written consent of the Developer, and no single lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 20: Minimum Building Elevation. The finished first floor of any building shall be at the minimum requirements to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline.

Section 21: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 22: Right to Repurchase. A Lot upon which a Dwelling Unit has not been constructed (an "Unimproved Lot") shall not be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Lot to Developer and Developer has waived in writing his right to purchase said Unimproved Lot. The Unimproved Lot shall be offered for sale to

the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said Unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt at the offered price, then the Owner shall have the right to sell said Unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

Section 23: Construction in Progress - Time Limit. When the construction of any building is once begun, work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous 30-day period, then the Developer shall have the right to notify the Owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The Owner of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 24: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these convenats and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association shall be chargeable to the Owner of the Lot violating these convenants and restrictions and shall constitute a lien on

the Lot, collectible in the same manner as assessments hereunder.

Section 25: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 26: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, shall be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of each class of membership. Until all Lots are sold, the Restrictions may continued to be modified by the Developer provided that there may not be an amendment to Article V, Section 3, unless it is approved by a vote of the majority of each class "A" Membership. Any amendment must be properly recorded to be effective.

Section 27: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other

interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time; and (d) any Lot held in the name of Developer, DEVELOPMENT CONCEPTS CORPORATION or MARINER PROPERTIES, INC.

ARTICLE IX. STORM DRAINAGE:

Pursuant to the requirements of that certain permit from the South Florida Water Management District dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. The Association and its successors in order to carry out its responsibility noted herein shall have perpetual access easements across the property subject to the Restrictions, where said easements are more particularly described in that certain plat of The Dunes at Sanibel Island, Plat Book 34, Page 104 of the Public Records of Lee County.

ARTICLE X. PARTY WALL:

Section 1: Common Walls. The common walls shared by the Dwelling Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the perpetual benefit of and use by the Owner, including his heirs, assigns, successors and grantees, of each such Dwelling Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages can not be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his Dwelling Unit; what proportion of the repair or replacement expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his

assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3: Structural Changes. The Owner of any Dwelling Unit sharing a party wall with the adjoining Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 4: Use of Party Wall. The Owner of any such Dwelling Unit shall have the right to the full use of said party walls for whatever purpose he choses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Dwelling Unit or his enjoyment of said walls or in any manner impair the value of said walls.

Section 5: Covenant. Each common wall to be constructed is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance

and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owners property.

Section 7: Disputes. The Association shall have the right and privilege to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter shall be submitted to the Board of Directors and the decision of the majority of the Board of Directors shall be final and conclusive of the question involved.

ARTICLE XI. MISCELLANEOUS:

The matters contained in the Restrictions and amendments thereto are hereby reaffirmed to the extent they do not conflict with the provisions of this Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Restrictions or any amendments thereto, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by tis officer thereunto duly authorized the day and year first above written.

DEVELOPMENT CONCEPTS CORPORATION

BY: _____
President

ATTEST:
_____
Secretary

MARINER PROPERTIES, INC.

BY: _____
President

ATTEST:
_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day before me Allen D. Jordan an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 12th day of July, 1982.

Dawn R. Holler
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby cetify that on this day before me _____ an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen D. Jordan to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this day 12th of July, 1982.

Dawn R. Holler
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:

ROBERT E. DADY, ESQUIRE
Mann Dady Corrigan & Zelman, P.A.
444 Brickell Avenue, Suite 930
Miami, Florida 33131

DAK/B

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LEE COUNTY
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CLERK CIRCUIT COURT

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OFF REC 1629 PG 961

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AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND

LEE COUNTY, FLORIDA

OFF REC 1618 PG 948

THIS DECLARATION, made this 12th day of JULY, 1982 by MARINER PROPERTIES, INC., hereinafter referred to as Developer or Declarant;

WITNESSETH:

WHEREAS, Declarant, is the Developer of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and

WHEREAS, Declarant, in accordance with Section 20 of the aforementioned Restrictions, has the power to modify and amend same without notice and has on several previous occasions amended or modified the Restrictions; and

WHEREAS, Declarant is the exclusive owner in fee simple of the property described in Exhibit "E" hereto, situated and being in Lee County, Florida; and

WHEREAS, Declarant desires to annex additional land to the Properties subject to the Restrictions and amendments thereto; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, the Developer declares that the real property subject to the Restrictions as amended and the real

RECORD VERIFIED - SAL CERACI CLERK
BY J. BEHLER D.C.
RECORD VERIFIED - SAL CERACI CLERK
BY E. PRICE D.C.

property described in Exhibit "E" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and lien hereinafter set forth.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

A. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida corporation not for profit.

B. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

C. "Common Area" shall mean or refer to those areas of real property designated on recorded plats as follows:

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40.

All of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public. The Common Area may be expanded to include additional property. Please see Article VI Section 1.

D. "Developer" or "Declarant" shall mean or refer to Development Concepts Corporation and Mariner Properties, Inc., a Florida corporation, and its successors or assigns.

E. "Duplex Unit" shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

F. "Dwelling Unit" shall mean a structure which shall contain

one (1) unit as an apartment, condominium unit, duplex, or such other designation where the intention is that it be utilized for residential purposes.

G. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined above.

H. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgages or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

I. "The Villages at The Dunes or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Page 7, and the property annexed thereto by the recordings at Plat Book 33, Page 89, Plat Book 34, Page 39 and Plat Book 34, Page 104 of the Public Records of Lee County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or

replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the "Class A" members and two-thirds (2/3) of the "Class B" members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the "Class A" membership or two-thirds (2/3) of the "Class B" membeship are not present in person or by proxy members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "The Villages at The Dunes Property and Proposed Additions" dated August 6, 1980 and attached as Exhibit "C" such additional lands may be annexed to the Properties without the assent of the Class "A" members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section 1 above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article 1, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" membership shall be entitled to twenty (20) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the "Class B" Membership shall cease and be converted to "Class A" Membership:

a) When the total votes outstanding in the "Class A" Membership equal three hundred sixty-five (365); or

b) April 1, 1990.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the

title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that within five years from the date hereof it will convey by Special Warranty Deed fee title to the Common Areas to the Association, [free and clear of all encumbrances and liens except for those created by, or pursuant to, this Declaration,] taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgages and such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonable necessary to protect the above-described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.

f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner hereby agrees that he will become a Member of the Association concurrent with the purchase of a Lot in The Villages at The Dunes and to maintain his membership in good standing and be guided by the restrictions of the Association, as contained in Article 3 herein, so long as he is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of fifty (50) percent of the votes of class "A" Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4: Common Area. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be expressly understood that additional land may be annexed to the Property whose Owners will share the Common Areas, including the expense for maintenance thereof and that such annexation may affect the cost for maintenance of the Common Areas.

Section 5: Lien and Personal Obligations of Assessments. Each Owner with the exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annuam and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at The Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of

performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

ARTICLE VI. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes (to include duplexes and condominiums) and approved utilities and amenities except for the following tracts described on Exhibit "C" and "E" and as indicated on the following plats:

Plat Book 29, Page 7; Plat Book 33, Page 89; Plat Book 34, Page 40 and Plat Book 34, of Page 104 of the Public Records of Lee County, Florida.

a. Common Areas. Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B and D of the Greenwood Village at The Dunes at Sanibel Island, Plat Book 24, Page 40, and the entry between Bailey Road and Sand Castle Road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

b. Preservation Areas. Tracts A, B, E, F, G and P of The Dunes at Sanibel Island,

Plat Book 34, Page 104. Developer reserves the right in his sole discretion until 1985 to change any portion of the Preservation Areas to Common Areas or to dedicate the Preservation Areas to a Eleemosynary organization or to the public by recording a document to that effect among the Public Records of Lee County.

c. Golf Course. Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Page 104.

d. Amenity and Maintenance Areas. Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Page 104.

e. Lakes. Tracts D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Page 104.

All of the Public Records of Lee County, Florida.

Section 2.. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at lease one architect or building contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occuring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In

the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the construction erection performance, or placement of which is proposed upon any Lot in The Villages at The Dunes and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of major vegetation. The Architectural Planning Criteria of the Association, attached as Exhibit D, shall serve as a guide to development of Lots in The Villages at The Dunes and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and, until all Lots shall be deeded by the Developer, approved by the Developer.

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in The Villages at The Dunes, including a specific site plan showing the location of the house, other imrpovements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely

evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", THE VILLAGES AT THE DUNES, c/o Mariner Properties, Inc., 12999 McGregor Blvd., Suite 115, Fort Myers, Florida 33908. Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail to act upon any submission to it within forty five (45) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in The Villages at The Dunes without the written approval of the ARB.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceed four inches in diameter shall be cut down or otherwise destroyed

without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and week removal. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintaned by him as a portion of his lawn.

Section 7: Utilities. All Lot Owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

Section 8: Parking and Garage Areas. All Dwelling Units must provide at least a 1-car covered parking space plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 9: Service, Screening, Storage Areas. Garbage and refuse

shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 10: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 11: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonable necessary to avert serious hardship to Owners. The provisions of Section 11 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 12: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely aesthetic grounds, based solely on its own judgment.

Section 13: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a

thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 14: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel earth, soil, or any other such substances located in or under the ground.

Section 15: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 16: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s).

Section 17: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without the prior approval of the ARB.

Section 18: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding constructing of large dock structures which would be out of scale with the overall design of the Properties.

Section 19: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of

the ARB. However, such a site may not be subdivided without the written consent of the Developer, and no single lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 20: Minimum Building Elevation. The finished first floor of any building shall be at the minimum requirements to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline.

Section 21: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 22: Right to Repurchase. A Lot upon which a Dwelling Unit has not been constructed (an "Unimproved Lot") shall not be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Lot to Developer and Developer has waived in writing his right to purchase said Unimproved Lot. The Unimproved Lot shall be offered for sale to

the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said Unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt at the offered price, then the Owner shall have the right to sell said Unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

Section 23: Construction in Progress - Time Limit. When the construction of any building is once begun, work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous 30-day period, then the Developer shall have the right to notify the Owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The Owner of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 24: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these convenats and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association shall be chargeable to the Owner of the Lot violating these convenants and restrictions and shall constitute a lien on

the Lot, collectible in the same manner as assessments hereunder.

Section 25: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 26: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, shall be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of each class of membership. Until all Lots are sold, the Restrictions may continued to be modified by the Developer provided that there may not be an amendment to Article V, Section 3, unless it is approved by a vote of the majority of each class "A" Membership. Any amendment must be properly recorded to be effective.

Section 27: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other

interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time; and (d) any Lot held in the name of Developer, DEVELOPMENT CONCEPTS CORPORATION or MARINER PROPERTIES, INC.

ARTICLE IX. STORM DRAINAGE:

Pursuant to the requirements of that certain permit from the South Florida Water Management District dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. The Association and its successors in order to carry out its responsibility noted herein shall have perpetual access easements across the property subject to the Restrictions, where said easements are more particularly described in that certain plat of The Dunes at Sanibel Island, Plat Book 34, Page 104 of the Public Records of Lee County.

ARTICLE X. PARTY WALL:

Section 1: Common Walls. The common walls shared by the Dwelling Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the perpetual benefit of and use by the Owner, including his heirs, assigns, successors and grantees, of each such Dwelling Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages can not be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his Dwelling Unit; what proportion of the repair or replacement expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his

assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3: Structural Changes. The Owner of any Dwelling Unit sharing a party wall with the adjoining Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 4: Use of Party Wall. The Owner of any such Dwelling Unit shall have the right to the full use of said party walls for whatever purpose he choses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Dwelling Unit or his enjoyment of said walls or in any manner impair the value of said walls.

Section 5: Covenant. Each common wall to be constructed is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance

and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owners property.

Section 7: Disputes. The Association shall have the right and privilege to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter shall be submitted to the Board of Directors and the decision of the majority of the Board of Directors shall be final and conclusive of the question involved.

ARTICLE XI. MISCELLANEOUS:

The matters contained in the Restrictions and amendments thereto are hereby reaffirmed to the extent they do not conflict with the provisions of this Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Restrictions or any amendments thereto, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by tis officer thereunto duly authorized the day and year first above written.

DEVELOPMENT CONCEPTS CORPORATION

BY: _____
President

ATTEST:
_____
Secretary

MARINER PROPERTIES, INC.

BY: _____
President

ATTEST:
_____
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day before me Allen D. Jon Brock an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 12th day of July, 1982.

Karen R. Hollis
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby cetify that on this day before me _____ an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen D. Jon Brock to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this day 12th of July, 1982.

Karen R. Hollis
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:

ROBERT E. DADY, ESQUIRE
Mann Dady Corrigan & Zelman, P.A.
444 Brickell Avenue, Suite 930
Miami, Florida 33131

DAK/B

JUL 12 1 39 PM '82
RECORD
LEE COUNTY CLERK
RECORD VERIFIED
CLERK CIRCUIT COURT

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized this 25 day of August, 1982.

OFFI REC 1629 PG 1003

DEVELOPMENT CONCEPTS CORPORATION

This page replaces the execution by Development Concepts Corporation and Mariner Properties, Inc. and the acknowledgements previously recorded July 12, 1982 in Official Record Book 1618, at pages 968 and 969 respectively.

By _____ President

Attest _____ Secretary

MARINER PROPERTIES, INC.

By _____ President

Attest _____ Secretary

CLERK OF CIRCUIT COURT
SEP 1 1 14 PM '82
RECORDED
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allen G. Tenbroek and Timothy Bogott, as President and Secretary, respectively, of DEVELOPMENT CONCEPTS CORPORATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as officers on behalf of the corporation.

Witness my hand and seal in the County and State last aforesaid this 25 day of August, 1982.

_____
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 6 1986
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allen G. Tenbroek and Timothy Bogott, as President and Secretary, respectively, of MARINER PROPERTIES, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as officers on behalf of the corporation.

Witness my hand and seal in the County and State last aforesaid this 25 day of August, 1982.

_____
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 6 1986
BONDED THRU GENERAL INS. UNDERWRITERS

900R

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE DUNES AT SANIBEL ISLAND
LEE COUNTY, FLORIDA

2033738

1821 PG 2013

WITNESSETH:

WHEREAS, the homeowners association of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and amended on July 12, 1982, recorded at Official Record Book 1629, Page 981; and

WHEREAS, in accordance with Section 26 of the aforementioned Restriction, has the power to modify and amend same with notice and has on several previous occasions amended or modified the Restrictions; and

WHEREAS, the homeowners association officially known as THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized and filed on September 9, 1981, with the Secretary of State of the State of Florida; and

WHEREAS, a special meeting of the homeowners association was called on November 18, 1985, to consider these amendments; and

WHEREAS, the vote of responding members was in excess of the required 66 2/3% vote for radification, be it known by all men that the following amendments have been adopted by the homeowners association.

Article V. Covenants for Maintenance Assessments, Section 3 - Annual Assessment.

Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen percent (15%). The fee may be increased beyond the higher of either of these levels with approval of ~~fifty percent (50%)~~ sixty-six and two thirds percent (66-2/3%) of the votes of class "A" members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting forth the purpose of the meeting.

Article V. Covenants for Maintenance Assessments, Section 4 - Common Areas.

Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be expressly understood that additional land may be annexed to the Property whose Owners will share the Common Areas, including the expense for maintenance thereof and that such annexation may affect the cost for maintenance of the Common Areas, however, no real property will be added to the Common Area.

Article V. Covenants for Maintenance Assessments, Section 8 - Special Assessments.

Special assessments shall be limited to the amount of the annual assessment. No special assessment can be passed without a two thirds (2/3rds) affirmative vote of the members of the Property Owners Association.

Article VII. ARCHITECTURAL CONTROL:Section 28: Notice of Transfer. Upon the sale of a lot within the subdivision, the holder of title of the parcel of land shall notify the homeowners association upon said transfer within 30 days of the time of conveyance.

IN WITNESS WHEREOF the undersigned being representatives of the homeowners association has caused its seal to be hereunto affixed and these present to be signed by its officers thereunto duly authorized this day 16th of December, 1985.

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC. by

Katherine Kelley

Warren Kelley
President

Gillie L. Kreiger

STATE OF FLORIDA)
)
COUNTY OF LEE)

I hereby certify that on this day before me WARREN KELLEY, President of the VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., duly authorized in the state and county aforesaid to take acknowledgments, personally appeared before me to be known to me as the person described above and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 16th day of December, 1985.

My Commission expires:

Fran C. Murray
Notary Public

My Commission Expires Jan. 16, 1988

DEC 31 10 27 AM '85
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

CHARLIE GREEN
CLERK OF CIRCUIT COURT

This document prepared by:

Marquis Property Management
K.R. Kreiger
6535 Mcgregor Blvd. #23
Fort Myers, Florida 33907

10.30R

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRUCTIONS
FOR BY-LAWS of
THE DUNES AT SANIBEL ISLAND
LEE COUNTY, FLORIDA

2748338

WITNESSETH:

WHEREAS, the homeowners association of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and amended on July 12, 1982, recorded at Official Record Book 1629, Page 981; and amended on December 31, 1985, recorded at Official Record Book 1821, Page 2014; and

WHEREAS, in accordance with Section 26 of the aforementioned Restriction, has the power to modify and amend same with notice and has on several previous occasions amended or modified the restrictions; and

WHEREAS, the homeowners association officially known as THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized and filed on September 9, 1981, with the Secretary of State of the State of Florida; and

WHEREAS, a meeting of the homeowners association was called on March 27, 1989, to consider this amendment; and

WHEREAS, the vote of responding members was in excess of the required 66 2/3% vote for radification, be it known by all men that the following amendments have been adopted by the homeowners association.

Article XI. Fines Against Home Owner, or its Occupant, Licensee, or Invitee.

The Board of Directors of the Association may levy fines against a home owner for the failure of said home owner, its occupant, licensee, or invitee, to comply with any provision of the Declaration of Covenants and Restrictions and By-Laws of The Villages at The Dunes Homeowner's Association, Inc. as attached and incorporated as part of this Article. Said fine will be fifty dollars ($50.00) for each separate violation and may not be levied until the home owner has been given reasonable notice and an opportunity for a hearing before the Board of Directors. The home owner will be given a period of thirty (30) days in which to correct the violation, said period to begin at the date of the notice or at the date of the decision of the Board of Directors following a hearing, whichever is the latest. The home owner may request from the Board of Directors, in writing, one extension of an additional thirty (30) days to correct the violation.

If after the period of time allowed for correction of the violation, the violation is not corrected, the fine will be levied and written demand for payment of the fine will be delivered to the home owner at both the address of the property involved and also at the residence of the home owner, if said address is not the same address as the property subject to the fine. The home owner will have thirty (30) days in which to pay the fine.

If the fine is not paid within the required thirty (30) days, the Board of Directors will file a lien with the Clerk of the Circuit Court of Lee County, State of Florida, against the property and the home owner. The amount of the lien will be the fine plus all costs of filing said lien.

The filing of the lien will not preclude another, separate action, under this Article to have the violation corrected.

This fine is provided to insure that the Association ownership can control the use and upkeep of the property, so it will not detract from the nature of the community.

OR2109 PG3548

IN WITNESS WHEREOF the undersigned being representatives of the homeowners association has caused its seal to be hereunto affixed and these present to be signed by its officers thereunto duly authorized this day 8th of November, 1989.

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC. by

Thomas G. Judson
President

Martha A. Cullen

AFFIX CORPORATE SEAL

STATE OF FLORIDA)
)
COUNTY OF LEE)

I hereby certify that on this day before me THOMAS G. JUDSON, President of the VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., duly authorized in the state and county aforesaid to take acknowledgments, personally appeared before me to be known to me as the person described above and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 8th day of November, 1989.

My Commission expires:

Suzanne E. Christensen
Notary Public

Notary Public
State of Florida at Large
My Commission Expires July 14, 1992

This document prepared by:

Mariner Property Management
K.R. Kreiger
13451-26 McGregor Blvd.
Fort Myers, Florida 33919

OR2109 PG3549

CHARLIE GREEN LEE CTY FL
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Prepared By and Return To:

Joseph E. Adams, Esq.
BECKER & POLIAKOFF, P.A.
The Colonnades
13515 Bell Tower Drive, Suite 101
Fort Myers, Florida 33907

INSTR # 5796961
Official Records BK 03912 PG 1642
RECORDED 04/24/2003 01:21:42 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 622.50
DEPUTY CLERK P Johnston

CERTIFICATE OF RECORDATION/AFFIDAVIT

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

THE DUNES AT SANIBEL ISLAND
A/K/A THE VILLAGES AT THE DUNES

COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:

1. Affiant is Joseph E. Adams, Florida Bar No. Florida Bar No. 483117, an attorney duly licensed to practice law in the State of Florida.

2. Affiant serves as counsel to The Villages at the Dunes Homeowner's Association, Inc. ("Association").

3. Affiant prepared the attached "NOTICE OF PRESERVATION OF DECLARATIONS OF RESTRICTIONS" ("Notice"), which has been duly executed by Association.

4. Affiant has obtained from the Property Appraiser of Lee County, Florida, a list of property owners in accordance with Section 712.06(1)(b), Florida Statutes (2002), which has been attached as Exhibit "A" to the Notice, and which the Appraiser has represented to Affiant as being a true and accurate list in accordance with said statute.

5. Attached as Exhibits "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", "B-7", "B-8", and "B-9" are the original, supplemental and amended Declarations of Restrictions ("Restrictions") which are being preserved and extended pursuant to Florida Statute 712.06(1)(d) (2002). The current restrictions ("B-9") are considered by Association as the current and operative version of the Restrictions applicable to The Dunes at Sanibel Island a/k/a The Villages at the Dunes, which shall remain in full force and effect until amended as provided therein.

6. Affiant, on behalf of Association, also places record notice that other documentation pertaining to the property encumbered by the Notice should be examined in connection with the preservation of the aforementioned Restrictions, specifically including but not limited to the following, which are incorporated herein by reference:

(a) Articles of Incorporation, filed with the State of Florida on September 9, 1981, as subsequently amended.

(c) Association original By-Laws, which are unrecorded. Association Amended and Restated By-Laws, which are recorded at O.R. Book 3630 Pages 1875 *et seq.*, Lee County, Public Records.

(d) Association Rules and Regulations, which are unrecorded.

FURTHER AFFIANT sayeth naught.

WITNESSES:

Lisa J. Valcott
Signature
LISA J. VALCOTT
Printed Name
AnnaDanielle Carosiello
Signature
AnnaDanielle Carosiello
Printed Name

Joseph E. Adams
Joseph E. Adams, Esquire
Florida Bar No. Florida Bar No. 483117

Date: 4/18/03

STATE OF FLORIDA :
: ss
COUNTY OF LEE :

The foregoing instrument was acknowledged before me this 18th day of April, 2003, by Joseph E. Adams, Esquire, who is personally known to me, or produced _____ as identification, and did take an oath. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

ANNADANIELLE CAROSIELLO
MY COMMISSION # CC 977146
EXPIRES: April 5, 2004
Bonded Thru Notary Public Underwriters

AnnaDanielle Carosiello
Notary Public

AnnaDanielle Carosiello
Printed Name of Notary

My Commission Expires:

206479_1.DOC

Prepared By and Return To:

Joseph E. Adams, Esq.
BECKER & POLIAKOFF, P.A.
The Colonnades
13515 Bell Tower Drive, Suite 101
Fort Myers, FL 33907

NOTICE OF PRESERVATION OF DECLARATIONS OF RESTRICTIONS

In accordance with Section 712.05 and 712.06, Florida Statutes (2002), THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, hereby files this Notice to Preserve the Declarations of Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes as recorded in Official Records Book 1028, Pages 1551 *et seq.*; Official Records Book 1137, Pages 1197 *et seq.*; Official Records Book 1299, Pages 964 *et seq.*; Official Records Book 1449, Pages 476 *et seq.*; Official Records Book 1618, Pages 948 *et seq.*; Official Records Book 1629, Pages 981 *et seq.*; Official Records Book 1821, Pages 2013 *et seq.*; Official Records Book 2109, Pages 3548 *et seq.*; Official Records Book 2151, Pages 1159 *et seq.*; Official Records Book 3630, Pages 1875 *et seq.*, all of the Public Records of Lee County, Florida, and states as follows:

1. The name of the homeowners association desiring to preserve these Declarations of Restrictions is: THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., whose address is c/o Island Management, P.O. Box 100, Sanibel Island, Florida 33957.

2. The following persons own property within The Dunes at Sanibel Island a/k/a The Villages at the Dunes:

NAME	**ADDRESS**

(See Exhibit "A")

3. A full and complete description of all land affected by such notice is as follows:

   All lots and other property (e.g. common areas, etc.) in The Dunes at Sanibel Island a/k/a The Villages at the Dunes, consisting of a platted Subdivision, described in the aforementioned Declarations, and as follows:

   The Dunes at Sanibel Island, according to the Plat recorded in Plat Book 29, Pages 7 through 12 of the Public Records of Lee County, Florida; and at Plat Book 33, Pages 89 through 90 of the Public Records of Lee County, Florida; and at Plat Book 34, Pages 39 through 40; and at Plat Book 34, Pages 104 through 114 of the Public Records of Lee County.

A full and complete copy of the original, supplemental, and amended Declarations Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes are attached hereto and incorporated herein as Exhibit "B-1" consisting of ten (10) pages; "B-2", consisting of ten (10) pages; Exhibit "B-3", consisting of four (4) pages; Exhibit "B-4", consisting of sixteen (16) pages; Exhibit "B-5", consisting of twenty-three (23) pages; Exhibit "B-6", consisting of two (2) pages; Exhibit "B-7", consisting of two (2) pages; Exhibit "B-8" consisting of three (3) pages; and Exhibit "B-9" consisting of thirty-six (36) pages.

4. The Declarations of Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes are recorded in as recorded in Official Records Book 1028, Pages 1551 *et seq.*; Official Records Book 1137, Pages 1197 *et seq.*; Official Records Book 1299, Pages 964 *et seq.*; Official Records Book 1449, Pages 476 *et seq.*; Official Records Book 1618, Pages 948 *et seq.*; Official Records Book 1629, Pages 981 *et seq.*; Official Records Book 1821, Pages 2013 *et seq.*; Official Records Book 2109, Pages 3548 *et seq.*; Official Records Book 2151, Pages 1159 *et seq.*; Official Records Book 3630, Pages 1875 *et seq.*, all of the Public Records of Lee County, Florida.

5. A majority of the members of the Association at a duly noticed meeting have affirmatively adopted a resolution authorizing the following: a "NOTICE OF PRESERVATION OF DECLARATIONS OF RESTRICTIONS" shall be filed upon the Lee County Public Records, in accordance with Chapter 712, Florida Statutes (2001) in order to preserve the possible extinguishment of the Declarations of Restrictions as recorded at Official Records Book 1028, at Pages 1551 et. seq.; Official Records Book 1137, at Pages 1197 et. seq.; Official Records Book 1299, at Pages 964 et. seq.; Official Records Book 1449, at Pages 476 et. seq.; Official Records Book 1618, at Pages 948 et. seq.; Official Records Book 1629, at Pages 981 et. seq.; Official Records Book 1821, at Pages 2013 et. seq.; Official Records Book 2109, at Pages 3548, et. seq.; Official Record Book 2151, at Pages 1159 et. seq. ; Official Records Book 3630, at Pages 1875 et seq. all of the Lee County Public Records. Upon recordation of the "NOTICE OF PRESERVATION OF DECLARATIONS OF RESTRICTIONS", the above-referenced restrictions shall be extended for an additional thirty years, from the date of recordation of said instrument.

6. The covenants and reservations appended as Exhibit "B-1", "B-2", "B-3", "B-4", "B-5", "B-6", "B-7", "B-8" and "B-9" hereto shall be preserved for a period of thirty (30) years from the date of filing this instrument.

Official Records BK 03912 PG 1645

WITNESSES:
(TWO FOR EACH SIGNATURE)

Signature

CAROL PAPPAS
Printed Name

Signature

CHARLES R. YORK
Printed Name

Signature

JONI PEACOCK
Printed Name

Signature

Lisa Bramm
Printed Name

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

By: _____
Earl Sawin, President

Date: 04/15/03

(SEAL)

Attest: _____
John Basher, Secretary

STATE OF FLORIDA :
: ss
COUNTY OF LEE :

The foregoing instrument was acknowledged before me this 15th day of April, 2003, by Earl Sawin, President, of The Villages at the Dunes Homeowner's Association, Inc., a Florida not-for-profit Corporation, who is personally known to me, or produced _____ as identification. If no type of identification is indicated, the above-named person(s) is/are personally known by me.

Bonnie S. Moore
Notary Public
Bonnie S. Moore
Printed Name of Notary

My Commission Expires
174790_1.DOC

BONNIE S. MOORE
MY COMMISSION # DD 095812
EXPIRES: June 28, 2006
Bonded Thru Notary Public Underwriters

Lee County Property Appraiser

Kenneth M. Wilkinson, C.F.A.

Data Services Department

Phone: (239) 339-6185 • Fax: (239) 339-6107 • eMail: DataServices@LeePA.org

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
1043 SAND CASTLE ROAD LLC 28795 OUTRAM ST EASTON MD 21601	CITY OF SANIBEL ON GOLF COURSE 1043 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 16
1469 SANDCASTLE RD LLC 1501 9TH ST COVINGTON IN 47932	CITY OF SANIBEL ON LAKE 1469 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 69
ABBOTT DON W + ELIZABETH J 1413 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0400** CITY OF SANIBEL ON GOLF COURSE 1413 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 40
ACKERMAN HELEN 1457 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1457 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 66
AGEL JOHN R + GLORIA L 1621 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-00100.0560** CITY OF SANIBEL ON GOLF COURSE 1621 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 56 WEST
ALBERT CRAIG L + MONICA 1201 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1201 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 36
ALDRICH RICHARD F + DONNA J 1490 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1490 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 1
ALEXANDER STEPHEN J + CHARLYNN 1278 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1278 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 26
ALLAIRE WALTER F + GLORIA B 1445 CAUSEY COURT SANIBEL FL 33957	**18-46-23-T4-00400.0320** CITY OF SANIBEL ON GOLF COURSE 1445 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 32
AMY GARY + 2529 GLENDALE CT LOVELAND CO 80538	**19-46-23-T1-00500.0040** CITY OF SANIBEL ON LAKE 1409 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB PB 33 PG90 PTLT 13 OR 1592 /39 UT 4 LAKESIDE VILLAS
ARNOWITZ MARTIN G + MONIKA E 9027 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9027 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 116
ARTHUR D VIRGINIA TR 9048 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0390** CITY OF SANIBEL ON GOLF COURSE 9048 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 39

All data is current at time of printing and subject to change without notice. All confidential records have been removed. **#1074.10424**

Exhibit "A"

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BABCOCK JOSEPH M JR TR 1379 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1379 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 12
BAER DENNIS L + JEAN M 1386 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1386 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 13
BAILEY FRANCIS P JR TR + JUNE 2477 PERIWINKLE WAY SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1225 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 149 + PARL PER OR 1787 PG 4465
BAILEY JOHN T + KATHERINE G 1433 SANDERLING CIR SANIBEL FL 33957	**18-46-23-T4-00400.0150** CITY OF SANIBEL ON GOLF COURSE 1433 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 15
809-11 N MARKET ST CHATTANOOGA TN 37405	CITY OF SANIBEL ON GOLF COURSE 1641 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 51 WEST
132 NORVELL DR SIGNAL MOUNTAIN TN 37377	CITY OF SANIBEL ON GOLF COURSE 957 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 2
BAKOS SCOTT M 1570 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0060** CITY OF SANIBEL ON GOLF COURSE 1570 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 6
BALDWIN MICHAEL J TR + 1555 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0720** CITY OF SANIBEL ON GOLF COURSE 1555 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 72
BALL ROBERT A 962 SAND CASTLE RD SANIBEL FL 33957	**20-46-23-T1-0020D.0070** CITY OF SANIBEL 962 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 7
BARBIERI ALFRED D 1458 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1458 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 10 LOT 21
BARRY JAMES E + HELEN F 75 RIDGE RD MARSHFIELD MA 02050	CITY OF SANIBEL 1457 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 4
BASHER JOHN B + SUSAN H 1067 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1067 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 19
BASSETT PRESTON C + HELEN E 1155 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1155 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 28
1212 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1212 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 36

Official Records BK 03912 PG 1648

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BECKE H E JR + JOAN M TR 1350 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1350 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 17
BEINTKER ALVIN J TR 1005 SCHWEDE RD WENTZVILLE MO 63385	**19-46-23-T1-00100.0200** CITY OF SANIBEL ON LAKE 1574 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 20
BELTZ DANIEL W + KRISTIN L 9012 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0480** CITY OF SANIBEL ON GOLF COURSE 9012 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 48
BERGEN BRUCE W 7 WINNOW HILL RD KENNEBUNK ME 04043	**18-46-23-T4-00400.0370** CITY OF SANIBEL ON GOLF COURSE 1425 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 37
BIDDLE ANDREW + BRENDA 44 CORDGRASS LOOP BEAUFORT SC 29902	**19-46-23-T2-00100.0500** CITY OF SANIBEL ON GOLF COURSE 1647 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 50 EAST
BIERI ANDREAS TR 1449 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0310** CITY OF SANIBEL ON GOLF COURSE 1449 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 31
1589 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0640** CITY OF SANIBEL ON GOLF COURSE 1589 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 64
BLACKWELL JOHN A + ROSALIND A 1380 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1380 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 12
BLOOMFIELD ELLEN 57 CARPENTERS RDG CINCINNATI OH 45241	CITY OF SANIBEL ON LAKE 1427 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 18 OR1775/ 4512UT18-A LAKESIDE VILLAS
BONDURANT MARY C + 9125 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9125 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 125
1167 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1167 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 30
BOTTOMLEY DAVID + MICHELLE J 22 BETHEA DR OSSINING NY 10562	CITY OF SANIBEL 1076 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 53
BOULD FRED + HILDA 9126 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9126 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 128
BOWIE EVERETT J + VIRGINIA C 1027 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1027 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 12

Official Records BK 03912 PG 1649

Exhibit "A"

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BOYD CROSBY N JR + JULIA W 9040 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0410** CITY OF SANIBEL ON GOLF COURSE 9040 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 41
112 WEST ST ANNAPOLIS MD 21401	CITY OF SANIBEL ON GOLF COURSE 1649 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 49 WEST
BREMER JEANNE M 970 GREENWOOD CT S SANIBEL FL 33957	**20-46-23-T1-01302.0030** CITY OF SANIBEL 970 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 2 AKA UNIT 3
BRENT ROBERT M JR 102 GREENFIELD POINT DR REEDVILLE VA 22539	**19-46-23-T1-00200.0020** CITY OF SANIBEL ON LAKE 1505 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 2
BRIGHT SHERRY L 1166 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1166 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 47
103 EASTBANK CT N HUDSON WI 54016	**18-46-23-T4-00400.0290** CITY OF SANIBEL ON LAKE 1438 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 29
BROADHURST BARBARA 1440 SANDPIPER CIR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1440 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90PT LT 21 OR 1494/ 367 UT21-B LAKESIDE VILLAS
BRODERSEN ROY W + CAROL A 1220 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1220 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 35
BRODEUR JUDY K PO BOX 214 SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 987 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 7
BROWN BETTY J 1513 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0040** CITY OF SANIBEL ON LAKE 1513 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 4
BROWN FRANK G JR + JOANN TR 9032 MOCKINGBIRD RD SANIBEL FL 33957	**19-46-23-T1-00200.0430** CITY OF SANIBEL ON GOLF COURSE 9032 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 43
BROWN NATALIE A 1287 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1287 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 50
1434 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0280** CITY OF SANIBEL ON LAKE 1434 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 28
BURGOYNE VIRGINIA + ROGER TR 1558 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0030** CITY OF SANIBEL ON GOLF COURSE 1558 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 3

Official Records BK 03912 PG 1650

Exhibit "A"

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BURKE PAMELA I 1390 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1390 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 11
BURNS JOAN B 4291 WEST LAKE CIR N LITTLETON CO 80123	**18-46-23-T4-00400.0270** CITY OF SANIBEL ON LAKE 1430 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 27
BYRNE BONNIE L 1165 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1165 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 29
CAMPBELL JOHN R + KATHLEEN N 1787 SERENITY LN SANIBEL FL 33957	CITY OF SANIBEL 1098 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 51
CARON JANICE J TR 1407 SANDPIPER CIR SANIBEL FL 33957	**19-46-23-T1-00500.0030** CITY OF SANIBEL ON LAKE 1407 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB PB33/90 PT LTS11+12 OR1589 /104 UT3 LAKESIDE VILLAS
CHANCE STEVEN + NAOMI 1128 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1128 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 48
CHAPMAN-HUTCHENS JULIE TR 1268 WESTMINSTER DR HIGH POINT NC 27262	CITY OF SANIBEL ON GOLF COURSE 1601 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 61 EAST 1/2
CHENCINER JOHN M + KATHERINE U 1200 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1200 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 7 LOT 138
CHESTNUT JACK L + FAY L 11478 KEYSTONE CT MINNETONKA MN 55305	**19-46-23-T2-00100.0490** CITY OF SANIBEL ON GOLF COURSE 1651 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 49 EAST
CHIPMAN KATHI L 1227 CHARLOTTE CREEK RD ONEONTA NY 13820	**19-46-23-T2-00100.0590** CITY OF SANIBEL ON GOLF COURSE 1609 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 59 WEST
1406 CAUSEY CT SANIBEL FL 33957	**19-46-23-T1-00100.0210** CITY OF SANIBEL ON LAKE 1406 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 21
CLEMONS PAUL E + PATRICIA A TR 1481 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1481 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 71
CONDIT LAWRENCE R TR + 1422 SANDERLING CIR SANIBEL FL 33957	**18-46-23-T4-00400.0120** CITY OF SANIBEL ON GOLF COURSE 1422 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 12
COOK KAREN R 1430 SANDERLING CIR SANIBEL FL 33957	**18-46-23-T4-00400.0140** CITY OF SANIBEL ON GOLF COURSE 1430 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 14

Official Records BK 03912 PG 1091

Exhibit "A"

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
COOK RICHARD K + FLEUR W B 9020 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0460** CITY OF SANIBEL ON GOLF COURSE 9020 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 46
COOPER GEORGE E + JACQUELINE 1411 SANDPIPER CIR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1411 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 14OR1938/86 LAKESIDE VILLAS UT 14-A
CORBIN STEPHEN LEE 1213 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1213 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 39
CORNILA DAN JR + 1342 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1342 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 18
COTHRAN HOWARD S + JOANN C 9028 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0440** CITY OF SANIBEL ON GOLF COURSE 9028 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 44
1389 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1389 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 11
CRAIG WILLIAM N + HELEN B 993 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 993 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 8
CUSCADEN KARA 1452 SANDPIPER CIR SANIBEL FL 33957	**19-46-23-T1-00500.0050** CITY OF SANIBEL ON LAKE 1452 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB PB 33PG90 PT LT 24 OR1890/ 3228 UT5 LAKESIDE VILLAS
CUTANCO PASQUALE 475 BERNARDSVILLE RD MENDHAM NJ 07945	CITY OF SANIBEL 1086 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 52
CZARNECKI MARYANN P O BOX 1377 GLASTONBURY CT 06033	CITY OF SANIBEL 1434 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 18
DAANE E RICHARD + NANCY K P O BOX 387 ST LOUIS MO 63166	**18-46-23-T4-00400.0230** CITY OF SANIBEL ON LAKE 1414 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 23
DALBEE RAYMOND R + SANDRA K D 10 FULLER WAY PLYMOUTH MA 02360	CITY OF SANIBEL ON GOLF COURSE 1247 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 45
DALTON PETER F + MAUREEN E 51 HOTCHLISS LN MADISON CT 06443	**19-46-23-T1-00100.0020** CITY OF SANIBEL ON GOLF COURSE 1554 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 2
DALY KEVIN P + 410 MARION ST DENVER CO 80218	**19-46-23-T1-00500.0010** CITY OF SANIBEL ON LAKE 1401 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 11 OR 1932/ 156 UT 1 LAKESIDE VILLAS

04/17/2003 **LISTING FOR THE DUNES IN** [illegible]

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
DAVIS SUSAN S 1/4 + 1536 W DOWNER PL AURORA IL 60506	CITY OF SANIBEL ON LAKE 1448 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 23 OR1494/ 1480UT23-B LAKESIDE VILLAS
DAVISON ROBERT B + MARJORIE J 9067 MOCKINGBIRD DRIVE SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9067 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 120
DECELLE ROBERT W + PAMELA L 950 SANDCASTLE ROAD SANIBEL FL 33957	**19-46-23-T2-0100D.0100** CITY OF SANIBEL 950 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 10
DECKER GARRY H + CHERYL G 1225 DEVONSHIRE DR OSHKOSH WI 54901	CITY OF SANIBEL ON GOLF COURSE 1169 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 31
DEFRANCISCO JOHN A + LINDA 401 SEDGWICK DR SYRACUSE NY 13203	**19-46-23-T1-00200.0030** CITY OF SANIBEL ON LAKE 1509 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 3
DELVECCHIO THOMAS J + 40 TEMPLE ST NORTH HAVEN CT 06473	**20-46-23-T1-01301.0010** CITY OF SANIBEL 966 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 1 AKA UNIT 1
DESPATCH STORAGE CORP 3229 BROADWAY NEW YORK NY 10027	**18-46-23-T4-00400.0250** CITY OF SANIBEL ON LAKE 1422 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 25
DEVANEY JANE F 1409 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0410** CITY OF SANIBEL ON GOLF COURSE 1409 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 41
DONAHOWER EVELYN BROE + 1623 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1623 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 56 EAST
DROBNYK BRUCE + BARBARA 1521 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1404 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 14
DROBNYK BRUCE K + BARBARA B 1521 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0060** CITY OF SANIBEL ON LAKE 1521 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 6
DROBNYK TIMOTHY D + BARBARA B 1418 SANDCASTLE RD SANIBEL ISLAND FL 33957	CITY OF SANIBEL 1418 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 16
EAGLETON ELIZABETH W TR 9097 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9097 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 123
EDGAR THOMAS A + 1451 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1451 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 65

All data is current at time of printing and subject to change without notice. All confidential records have been removed. **#1074.10424**

Exhibit "A"

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
EDWARDS JUDITH D 515 E 14TH ST 4 H NEW YORK NY 10009	CITY OF SANIBEL ON GOLF COURSE 1645 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 50 WEST
ELLIS JAMES C + PAMELA A 1426 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1426 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 17
FALLERT FRANCIS X 1438 SANDPIPER CIR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1438 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 21 OR1987/ 257 UT21-A LAKESIDE VILLAS
FANNON MATTHEW J + ELAINE M 1421 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1421 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 62
FAYART WARREN E TR 1322 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1322 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 20
FEE JOHN W III + JOAN 12 EAST GATE LN HINGHAM MA 02043	**19-46-23-T2-00100.0470** CITY OF SANIBEL ON GOLF COURSE 1659 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 47 EAST
FELDSTEIN RICHARD A 11-13 W CHESTNUT ST WASHINGTON PA 15301	CITY OF SANIBEL 1252 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 29
FIELDS DONALD TR 1/2 INT EST + 1095 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1095 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 22
FINZEN TERRY S + CLAUDIA J 4510 CHICK A DEE LN DEEP HAVEN MN 55391	CITY OF SANIBEL ON GOLF COURSE 1237 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PG 29 PG 10 LOT 43
FISHBURNE DONALD A + 9037 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9037 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 117
FLIEGLER MICHEL + ESTELLE 1423 SANDPIPER CIRCLE SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1423 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90PT LT 17 OR1822/ 2045UT17-A LAKESIDE VILLAS
FORD A WILLIAM + MILDRED B 1133 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1133 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 26
FOWLER EDWIN H + RUTH H 9019 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0360** CITY OF SANIBEL ON LAKE 9019 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 36
FOWLER EDWIN H + RUTH H 9019 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0370** CITY OF SANIBEL ON LAKE 9023 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 37

Official Records BK 03912 PG 1655

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
FOX JOHN R + LINDA S CO TR 119 OLD GEORGETOWN RD PRINCETON NJ 08540	CITY OF SANIBEL ON LAKE 1432 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33PG 90 PT LT 19 OR 1983/ 1933UT19-B LAKESIDE VILLAS
FRASER WILFRED L + JOANNE 406 SOUTH ST FOXBORO MA 02035	**20-46-23-T1-01305.0090** CITY OF SANIBEL 982 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 5 AKA UNIT 9
FREY M WILLIAM TR + 9220 BONITA BEACH RD STE 109 BONITA SPRINGS FL 34135	CITY OF SANIBEL 1056 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 55
1567 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0690** CITY OF SANIBEL ON GOLF COURSE 1567 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 69
FUNK MICHAEL E + BRIDGET A 1533 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0090** CITY OF SANIBEL ON LAKE 1533 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 9
GADIENT RICHARD J + BETTE J 1581 SANDCASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0660** CITY OF SANIBEL ON GOLF COURSE 1581 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 66
GAILIUS LILLIAN R 1633 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1633 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 53 WEST
GALLANT JOHN K + LYNN M 40 WHITE WOOD RD MILFORD MA 01757	CITY OF SANIBEL 1467 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 3
GANS SONYA C 3 HETTINGER CT PO BOX 433 MONTICELLO IL 61856	CITY OF SANIBEL ON GOLF COURSE 1599 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 62 EAST
GEORGE MARGARET M TR 1577 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0670** CITY OF SANIBEL ON GOLF COURSE 1577 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 67
GERARD ELLEN W + RONALD J C 21 OCEANVIEW ROAD KENNEBUNK MA 04043	**18-46-23-T4-00400.0340** CITY OF SANIBEL ON GOLF COURSE 1437 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 34
GILLESPIE MICHAEL J + NORMA 1291 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1291 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOTS 51 + 52
GLASER PHILIPP N 1418 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0240** CITY OF SANIBEL ON LAKE 1418 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 24
GLAZER ROBERT S PO BOX 672872 MARIETTA GA 30006	CITY OF SANIBEL ON GOLF COURSE 9106 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PG 29 PG 12 LOT 130

Exhibit "A"

Official Records BK 03912 PG 1656

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
GOULD HAROLD A + MARY JANE 1657 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1657 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 47 WEST
GRABLE DAWN E 748 WIDSTEN CIRCLE WAYZATA MN 55391	CITY OF SANIBEL 1230 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 33
GRAHAM GEORGE E + LEONE A 1401 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1401 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 61
GRAYDON ESTABLISHMENT 1619 PERIWINKLE WAY STE 102 SANIBEL FL 33957	CITY OF SANIBEL 1118 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 49
GREENPLATE MARY ELIZABETH + 1286 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1286 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 25
GREEVER DONALD L 1458 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1458 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 4
GRIESBAUM JOHN J + DONNA L 1585 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0650** CITY OF SANIBEL ON GOLF COURSE 1585 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 65
GROETSCH ANGELA C 999 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 999 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 9
GROETSCH BRIAN L + NANCY 980 GREENWOOD CT SANIBEL FL 33957	**20-46-23-T1-01304.0080** CITY OF SANIBEL 980 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 4 AKA UNIT 8
GROSSE KENNETH + VIRGINIA W 376 INDIAN CREEK RD TELFORD PA 18969	**19-46-23-T1-00200.0490** CITY OF SANIBEL ON GOLF COURSE 9008 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 49
GURSAL KEMAL AND JUDITH 4485 VALLEY FORGE DR FAIRVIEW PARK OH 44126	CITY OF SANIBEL ON GOLF COURSE 1047 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 17
1183 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1183 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 145 + PARL PER OR 1787 PG 4473
HAGEDORN LYNN A + 5808 CREEK VALLEY RD EDINA MN 55439	CITY OF SANIBEL 1396 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 13
HAGGERTY JAMES T 1243 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1243 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 44

Official Records BK 03912 PG 1657

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
HALE RICHARD W + HILDA JANE 1196 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1196 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 39
HAMILTON LESLIE CLARK + REGINA 502 MALCOLM PL ALEXANDRIA VA 22302	CITY OF SANIBEL 1332 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 19
1296 GREEN BAY RD LAKE FOREST IL 60045	**19-46-23-T1-00200.0290** CITY OF SANIBEL ON LAKE 8991 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 29
HANN ALBERT C + SANDRA C 1433 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0350** CITY OF SANIBEL ON GOLF COURSE 1433 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 35
HANSER SALLY DODGE 1517 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0050** CITY OF SANIBEL ON LAKE 1517 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 5
HARDING JOHN E + JUDITH J 9809 BULL VALLEY RD WOODSTOCK IL 60098	CITY OF SANIBEL 1044 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 57
1418 SANDERLING CIR SANIBEL FL 33957	**18-46-23-T4-00400.0110** CITY OF SANIBEL ON GOLF COURSE 1418 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 11
HARRIS GEORGE C JR + ISABELLA 1057 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1057 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 18
HARVOT ROBERT C + DORIS S 1409 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1409 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 9
HAY WILLIAM L + 38221 SADDLE LANE CLINTON TOWNSHIP MI 48036	CITY OF SANIBEL 1476 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 10 LOT 23
HECK ANN B TR 1450 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1450 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 10 LOT 20
1055 HILLCROFT WAY TELFORD PA 18969	**19-46-23-T1-00100.0430** CITY OF SANIBEL ON GOLF COURSE 1578 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 43
HENNING NORMAN E + FAYE E 1021 SIBLEY MEMORIAL HWY #108 LILYDALE MN 55118	CITY OF SANIBEL ON LAKE 1377 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 58
HEROLD CHERI 309 COBHAM LN CABOT PA 16023	CITY OF SANIBEL 1108 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 50

Official Records BK 03912 PG 1658

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
HITCHINS CHARLES R + JULIE T 155 N HARBOR DR APT 5002 CHICAGO IL 60601	**19-46-23-T1-00200.0400** CITY OF SANIBEL ON GOLF COURSE 9042 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 40
HITCHINS JULIE T 155 N HARBOR DR #5002 CHICAGO IL 60601	CITY OF SANIBEL ON GOLF COURSE 1021 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 11
HOGG CHARLES T + PEGGY E 406 E MELGAARD RD ABERDEEN SD 57401	**19-46-23-T2-00100.0610** CITY OF SANIBEL ON GOLF COURSE 1603 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 61 WEST 1/2
730 TERRACE LAKE DR COLUMBUS IN 47201	CITY OF SANIBEL ON LAKE 1475 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 70
9128 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9128 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 127
HORNER COLLEEN R TR + 21582 W OAKCREST DR NEW BERLIN WI 53146	CITY OF SANIBEL ON GOLF COURSE 1653 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 48 W 1/2
HOUTMAN VIRGINIA A TR 1663 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1663 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 46 EAST
7801 CLEARWATER CIR MANLIUS NY 13104	**19-46-23-T1-00500.0080** CITY OF SANIBEL ON LAKE 1460 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LTS25+26OR1965 /2599 UT 8 LAKESIDE VILLAS
HUMPHREY ROBERT M + 1270 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1270 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 27
HUNT SHEILAH A 1439 ALBATROSS ROAD SANIBEL FL 33957	CITY OF SANIBEL 1439 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 6
HUNT SHEILAH A 1439 ALBATROSS ROAD SANIBEL FL 33957	CITY OF SANIBEL 1429 ALBATROSS RD SANIBEL FL 33957	DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 7
HYDER JERRY F + JOANN M CO-TRS 1383 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1383 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 59
IRWIN JOANN F TR ET AL 570 NAVAHO TRAIL FRANKLIN LAKES NJ 07417	**20-46-23-T1-0020D.0060** CITY OF SANIBEL 966 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 6
JANES ROBERT P + LYNDA P 1203 KITTIWAKE CIRCLE SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1203 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 147 + PARL PER OR 1791 PG 2332

Exhibit "A"

Official Records BK 03912 PG 1659

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
JASKOT HELEN H + 1478 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1478 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 2
JOFFE ANNE G 1163 KITTIWAKE CR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1163 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 143 + PARL PER OR 1787 PG 4475
JOHNSON MOLLY Y TR 9127 MOCKINGBIRD LN SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9127 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 126
JUDGE LEROY A + CAROLE S TR 1421 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0380** CITY OF SANIBEL ON GOLF COURSE 1421 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 38
JUDSON THOMAS G 1400 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1400 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 10
KALE DAVID L TR 1/2 INT + 15115 INTERLACHEN DR APT 917 SILVER SPRING MD 20906	CITY OF SANIBEL ON LAKE 1417 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 15 OR 1838/ 4493UT15-B LAKESIDE VILLAS
KANE J STANTON + MARILYN C 1607 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1607 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 60 EAST
KARU CANDACE 412 PULPIT ROCK RD CAPE ELIZABETH ME 04017	**19-46-23-T1-00100.0040** CITY OF SANIBEL ON GOLF COURSE 1562 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 4
KASK LUTHER RAYMOND PO BOX 1243 SANIBEL FL 33957	CITY OF SANIBEL 1242 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 31
KATCHEN BERNARD+LOLA COTR L/E 1271 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1271 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 49
5091 SW LANDING CREEK DR PALM CITY FL 34990	CITY OF SANIBEL ON GOLF COURSE 1631 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 54 EAST
1593 SANDCASTLE ROAD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1593 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 108 LOT 63 WEST
6378 CAMINO VERDE DR SAN JOSE CA 95119	**20-46-23-T1-01301.0020** CITY OF SANIBEL 968 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 1 AKA UNIT 2
KIK FRANK + JOYCE TR + 7425 ARIZONA AVE HAMMOND IN 46323	**19-46-23-T2-00100.0570** CITY OF SANIBEL ON GOLF COURSE 1619 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 57 EAST

Official Records BK 03912 PG 1660

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
KOCH VERNE M TR 1212 PAR VIEW DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1162 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 142
KOEHLER KENNETH P O BOX 1669 SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1436 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 20 OR1776/ 2971UT20-B LAKESIDE VILLAS
KORTEGAST GRAHAM 1549 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0270** CITY OF SANIBEL ON LAKE 1549 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 27
KOSTRUBALA THADDEUS L + TERESA 1210 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1210 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 7 LOT 137
KRAMER LINDA C 1175 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1175 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 32
KYLANDER BIRGER LANCE + CONNIE 4013 FORDHAM DR NE MINNEAPOLIS MN 55421	**20-46-23-T1-01303.0060** CITY OF SANIBEL 976 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 3 AKA UNIT 6
KYLE RICHARD F + KATHLEEN A 1140 TONKAWA RD LONG LAKE MN 55356	**19-46-23-T1-00100.0100** CITY OF SANIBEL ON GOLF COURSE 1414 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 10
9087 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 9087 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 122
LANGDON ADRIAN C + SONJA J 1312 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1312 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 21
LANS BARBARA J TR 1419 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1419 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 8
LARAMIE JAMES C + LORETTA SUE 1231 SAND CASTEL RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1231 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 42
LEEDER JUDITH TR + 969 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 969 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 4
LESCH DONALD A 310 5TH ST SOUTH NAPLES FL 34102	**18-46-23-T4-00400.0160** CITY OF SANIBEL ON LAKE 1429 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 16
LOIS AMANDA 356 WAVERLY ST BEREA OH 44017	CITY OF SANIBEL ON LAKE 1446 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 23 OR1889/ 718 UT23-A LAKESIDE VILLAS

Exhibit "A"

Official Records BK 03912 PG 1661

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
LONG GEORGE E + BETTY L 9052 MOCKINGBIRD LN SANIBEL FL 33957	**19-46-23-T1-00200.0380** CITY OF SANIBEL ON GOLF COURSE 9052 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 38
LOPEZ EUGENE M + SUSAN E 1178 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1178 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 44
LOPEZ EUGENE M 1178 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1040 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 58
LOUWERS THOMAS R + THERESA E 1195 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1195 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 35
LOWE DOUGLASS A TR 1202 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1202 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 38
LUKAS GEORGE K + ADINA A 254 W POINTE LAKE ORION MI 48362	CITY OF SANIBEL ON GOLF COURSE 1219 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 40
MACDONALD RICHARD B + CLARIS E 1473 DOAR POINT MYRTLE BEACH SC 29577	CITY OF SANIBEL 1477 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 2
MACKENZIE A + INA R P O BOX 986 SANIBEL FL 33957	CITY OF SANIBEL 1036 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 59
MACPHERSON JOHN R + MARY S 1435 N PICCETT ST ALEXANDRIA VA 22304	**19-46-23-T1-00500.0020** CITY OF SANIBEL ON LAKE 1403 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 /90 PT LTS11+12 OR 1974 /2213 UT 2 LAKESIDE VILLAS
MARSICO CLODOMIRO + GABRIELLA 34 PREVIN CT ALLISTON ON L9R 1N8 CANADA	**20-46-23-T1-01307.0140** CITY OF SANIBEL 992 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 7 AKA UNIT 14
MARTINEZ GEORGE L + GLORIA L 1123 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1123 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 25
MARTINEZ GREGORY J + MONICA A 1174 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1174 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 45
MCCARTER THOMAS W + ADRIENNE R 1294 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1294 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 23
MCDONALD ROBERT J + DEBORAH A 1563 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0700** CITY OF SANIBEL ON GOLF COURSE 1563 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 70

Official Records BK 03912 PG 1662

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
MCGINN MICHAEL J + GRACE F 978 GREENWOOD CT S SANIBEL FL 33957	**20-46-23-T1-01304.0070** CITY OF SANIBEL 978 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 4 AKA UNIT 7
MCGOWAN ANDREW C + VIRGINIA F 2345 SENECA DR TROY OH 45373	**19-46-23-T2-00100.0630** CITY OF SANIBEL ON GOLF COURSE 1595 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 108 LOT 63 EAST
MCGRATH JAMES M + MONICA M 19 COVE RD MOORESTOWN NJ 08057	CITY OF SANIBEL 1428 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 7
MCKEAN ANITA 1661 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-00100.0460** CITY OF SANIBEL ON GOLF COURSE 1661 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 46 WEST
MCKELVEY JOANN J TR + 1194 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1194 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 40
MCKIDDIE WILLIAM M + PATRICIA 3412 SANDY PL TOMS RIVER NJ 08753	CITY OF SANIBEL ON LAKE 1425 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT17 OR 1701/ 513UT 17-B LAKESIDE VILLAS
MCLAUGHLIN DAVID H + LINDA L 1410 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1410 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 9
1448 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1448 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 5
MCMURRAY MICHAEL H + ANITA G 1358 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1358 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 16
MCNALLY MICHAEL B + ROBERTA T 3 APACHE DR OAKLAND NJ 07436	CITY OF SANIBEL ON LAKE 1259 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 48
MCNAMARA JOSEPH P + KAREN A 38051 DODDS HILL RD WILLOUGHBY HILL OH 44094	**20-46-23-T1-0020D.002D** CITY OF SANIBEL 986 SANDCASTLE RD SANIBEL FL 33957	DUNES OF SANIBEL IS BLK D PB 29 PG 8 PT LT 2 + 3 PER OR 1157 PG 301
MCSHERRY DOROTHY M + T/C 1357 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1357 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 57
MERISTAR SANIBEL GOLF CO LLC 200 E LAS OLAS BLVD STE 1400 FT LAUDERDALE FL 33301	**19-46-23-T1-0010C.0000** CITY OF SANIBEL ON GOLF COURSE 949 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL IS PH3S/D PB34 PG104 TRS C+D+TRS H THRU O GC + CLUBHSE FACIL
MEYERS EDWARD W + LOIS L 1290 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1290 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 24

Official Records BK 03912 PG 1663

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
MIKELSONS JOHN D + JOAN H 1419 SANDERLING CIRCLE SANIBEL FL 33957	**18-46-23-T4-00400.0180** CITY OF SANIBEL ON LAKE 1419 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 18
MILBOURN MARGARET M 8262 WHITNEY LN PAINESVILLE OH 44077	CITY OF SANIBEL ON GOLF COURSE 1143 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 27
MILLER MARY ELLEN 1468 ALBATROSS SANIBEL FL 33957	CITY OF SANIBEL 1468 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 3
MILLER RICHARD S + 2625 360TH ST VAN METER IA 50261	**19-46-23-T2-0100D.0080** CITY OF SANIBEL 958 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 8
MINOUI EVELYN D 1172 KITTIWAKE CR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1172 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 141
MITCHELL ROBERT C + MARY C 1258 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1258 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 28
MITCHELL RODNEY N + ANN 1447 ALBATROSS DR SANIBEL FL 33957	CITY OF SANIBEL 1447 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 5
MODYS ELIZABETH D 996 GREENWOOD CT SANIBEL FL 33957	CITY OF SANIBEL 996 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 8B
MOESTUE SVEN P O BOX 1819 SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 951 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PG 29 PG 8 LOT 1
MOLDAVER CLAUDE A + MARGARET E 9057 MOCKINGBIRD DR SANIBEL FL 11542	CITY OF SANIBEL ON LAKE 9057 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 119
MORIN JOHN + DEBORAH 2294 WULFRET RD SANIBEL FL 33957	**19-46-23-T1-00200.0260** CITY OF SANIBEL ON LAKE 1545 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PB 33 PG 90 LOT 26
P O BOX 367 THREE LAKES WI 54562	CITY OF SANIBEL ON GOLF COURSE 1182 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 140
MURPHY ELIZABETH Y P O BOX 204 SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1073 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 20
MURPHY FRANK B + KAY M 51 WEXFORD DR GRANVILLE OH 43023	CITY OF SANIBEL ON GOLF COURSE 1613 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D P 334 PG 111 LOT 58 WEST

Exhibit "A"

Official Records BK 03912 Pg 1664

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
NERO FRANK R + GERALDINE A 243 PALM AVE MIAMI BEACH FL 33139	**19-46-23-T2-00100.0580** CITY OF SANIBEL ON GOLF COURSE 1615 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 58 EAST
NESHEIM CHRISTINE 986 GREENWOOD CT SANIBEL FL 33957	**20-46-23-T1-01306.0110** CITY OF SANIBEL 986 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 6 AKA UNIT 11
NEWMAN WAYNE P + MARY JO 1431 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1431 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 63
NICHOLAS JOHN E SR + IVY L 1727 MAIN ST CLARENCE NY 14031	CITY OF SANIBEL ON LAKE 1467 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 68
NICHOLS GERALD A + GALYNN J 12904 IRONWOOD DR ABERDEEN SD 57401	CITY OF SANIBEL ON GOLF COURSE 1655 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LT 48 E 1/2
NOBLE C BRUCE + RUTH F 105 DRAKE ST SAULT STE MARIE ON P6A 5A8 CANADA	**19-46-23-T1-00200.0420** CITY OF SANIBEL ON GOLF COURSE 9036 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 42
NORDSTROM FRED C 1/2 INT + 1343 PELICAN RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1493 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 73
NORTHERN TRST BNK FL SUC TR 981 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 981 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 6
NUCCITELLI DOROTHY 954 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-0100D.0090** CITY OF SANIBEL 954 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 9
NUELLE FRANCES S 1617 SAND CASTLE DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1617 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 PB 34 PG 111 LOT 57 WEST
OCONNOR WILLIAM E TR 1/2 INT + 11777 WINDPOINTE PASS CARMEL IN 46033	CITY OF SANIBEL 1366 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 15
OHAYRE JACQUELINE + 984 GREENWOOD CT S SANIBEL FL 33957	**20-46-23-T1-01305.0100** CITY OF SANIBEL 984 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THR DUNES PB 34 PG 40 LOT 5 AKA UNIT 10
OREILLY CORINNE D TR 9024 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0450** CITY OF SANIBEL ON GOLF COURSE 9024 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 45
OSLER MICHAEL + MARLA 1255 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1255 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 47

Official Records 2003 2412 PG 1565

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
PACHECO JOSEPH + MARJORIE 1215 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1215 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 148 + PARL PER OR 1787 PG 4467
PACHMAN PHYLLIS L 21 THATCH POND RD SMITHTOWN NY 11787	CITY OF SANIBEL ON LAKE 1430 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 19 OR 1983/ 1894UT19-A LAKESIDE VILLAS
PAPIER JUDITH 17 JULIA AVE BEACH HAVEN NJ 08008	CITY OF SANIBEL ON LAKE 1429 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 18 OR 1907/ 519 UT18-B LAKESIDE VILLAS
PARISH MARCIA K 1605 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-00100.0600** CITY OF SANIBEL ON GOLF COURSE 1605 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 60 WEST
PARMELEE DAVID W TR 1170 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1170 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 46
PATTERSON LYNN 1490 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1490 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 12 LOT 25
PAUL LAWRENCE I III + JOANN 1429 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0360** CITY OF SANIBEL ON GOLF COURSE 1429 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 36
1405 CAUSEY CT SANIBEL FL 33957	**19-46-23-T1-00100.0420** CITY OF SANIBEL ON GOLF COURSE 1405 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 42
PAYER PETER ZIEGELOFENGASSE 78 A 3400 KLOSTERNEUBURG AUSTRIA	CITY OF SANIBEL 1466 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 10 LOT 22
800 S GREENWAY DR CORAL GABLES FL 33134	CITY OF SANIBEL ON GOLF COURSE 1205 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 37
PEROU FRANCIS L VILUTIS 1190 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1190 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 41
PETERSON EUNICE C TR 1444 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0300** CITY OF SANIBEL ON GOLF COURSE 1444 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 30
PHIPPS WILSON II + ELIZABETH + 32 BELLEVIEW DR SEVERNA PARK MD 21146	**19-46-23-T2-00100.0540** CITY OF SANIBEL ON GOLF COURSE 1629 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 54 WEST
1442 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1442 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 19

Official Records BK 03912 PG 1666

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
PROELL JAMES M + DOREEN A 1209 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1209 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 38
PROTHEROE ANN M 1461 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1461 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 67
PUGH WILLIAM W TR 3509 FORESTOAK CT CINCINNATI OH 45208	CITY OF SANIBEL 1066 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 54
RABOY JOSEF + PAULA 46 WYNDHAM CLOSE WHITE PLAINS NY 10605	CITY OF SANIBEL ON GOLF COURSE 1251 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 46
RACIOPPI FRANK A + LILLIAN 1 BAY VISTA PL WARWICK RI 02886	**20-46-23-T1-01307.0130** CITY OF SANIBEL 990 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 7 AKA UNIT 13
RADKE CHARLOTTE 9114 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9114 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 129
RAHE F WILLIAM + STEPHANIE K 1236 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1236 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 32
RAIZK ALEXANDER + MARILYN 1399 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1399 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 10
RAMBO CLARK G + PAMELA K 1486 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1486 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 12 LOT 24
RANESES AURORA C 8445 OLD PLANK RD GRAND BLANC MI 48439	**19-46-23-T1-00200.0340** CITY OF SANIBEL ON LAKE 9011 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 34
REED DOROTHY M 1420 ALBATROSS RD SANIBEL FL 33957	CITY OF SANIBEL 1420 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 8
REINA CHARLES J + CORNELIA P 246 SOUTHDOWN RD HUNTINGTON NY 11743	CITY OF SANIBEL ON LAKE 1421 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB PB 33PG90 PT LT 16 OR1889/ 3288UT16-B LAKESIDE VILLAS
REYNAUD SUSAN 1000 GREENWOOD CT N SANIBEL FL 33957	**20-46-23-T1-01309.0180** CITY OF SANIBEL 1000 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 9 AKA UNIT 18
REYNOLDS CATHARINE E 1193 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1193 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 146 + PARL PER OR 1787 PG 4471

Official Records BK 03912 PG 1667

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
REYNOLDS ELIZABETH 9086 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9086 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 132
RICHARD SUZANNE H TR 3151 N FARMCREST DR CINCINNATI OH 45213	CITY OF SANIBEL ON GOLF COURSE 1031 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 13
RICHEY CARL S + MYRNA M P O BOX 1485 SANIBEL FL 33957	CITY OF SANIBEL 1489 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 1
RIEDL MELVA M JENKINS 1426 SANDERLING CIR SANIBEL FL 33957	**18-46-23-T4-00400.0130** CITY OF SANIBEL ON GOLF COURSE 1426 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 13
RILEY RICHARD E + DEBORAH J 1529 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0080** CITY OF SANIBEL ON LAKE 1529 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 8
RITCHIE MARGARET E + 1311 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1311 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 53
ROBINSON GARY L 1501 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0010** CITY OF SANIBEL ON LAKE 1501 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 1 + PT LT B (LAKE)
ROBINSON WILLIAM M + SUE E 1438 ALBATROSS RD SANIBELL FL 33957	CITY OF SANIBEL 1438 ALBATROSS RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 6
ROCCARO ROSARIO J + ANN 31 DANSBURY CT FREEHOLD NJ 07728	**18-46-23-T4-00400.0170** CITY OF SANIBEL ON LAKE 1425 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 17
ROGSTAD MARGARET A TR 1573 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0680** CITY OF SANIBEL ON GOLF COURSE 1573 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 68
ROHL ROBERT + ROBERTA 9 LILAC LANE ABERDEEN SD 57401	**19-46-23-T2-00100.0550** CITY OF SANIBEL ON GOLF COURSE 1625 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 55 WEST
ROSHBERG IRA E + JANE E CO TR 9217 DIMMICK DR SANIBEL FL 33957	**20-46-23-T1-01306.0120** CITY OF SANIBEL 988 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 6 AKA UNIT 12
ROSS-PEDERSEN PEDER 1039 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1039 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 15
549 WASHINGTON ST UNIT C10 PEMBROKE MA 02359	**19-46-23-T1-00500.0070** CITY OF SANIBEL ON LAKE 1458 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB PB 33 PG 90 PTLT 25 OR1963 /462 UT 7 LAKESIDE VILLAS

Official Records BK 03912 PG 1668

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
ROWE MICHAEL E TR + 9007 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0330** CITY OF SANIBEL ON LAKE 9007 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 33
ROWE PHYLLIS TR 3414 SE 22ND PL CAPE CORAL FL 33904	CITY OF SANIBEL ON GOLF COURSE 1015 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 10
1224 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1224 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 34
SAMLER JACK + LESLIE C PO BOX 253 SANIBEL FL 33957	CITY OF SANIBEL 1410 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK A PB 29 PG 11 LOT 15
SAMPSON ROGER J + ANN M 1410 SANDERLING CIR SANIBEL FL 33957	**19-46-23-T1-00100.0090** CITY OF SANIBEL ON GOLF COURSE 1410 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 9
SANIBEL ISLAND INVESTMENTS INC BURO BASEL P O BOX 45 CH-4148 PFEFFINGEN SWITZERLAND	CITY OF SANIBEL ON LAKE 9113 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 124
SANIBEL-CAPTIVA CONSERV FDN P O BOX 839 SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 0 LAKE SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 TRACT A (LAKE)
SANIBEL-CAPTIVA CONSERV FDN P O BOX 839 SANIBEL FL 33957	CITY OF SANIBEL 0 PRESERVATION SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 2:3 S/D PB 34 PG 104 TRACTS B + E(PRESERVATION)
SANIBEL-CAPTIVA CONSERV FDN P O BOX 839 SANIBEL FL 33957	**19-46-23-T1-0010F.0000** CITY OF SANIBEL 0 PRESERVATION SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 2:3 S/D PB 34 PG 104 TRACTS F + P
SANIBEL-CAPTIVA CONSERV FDN P O BOX 839 SANIBEL FL 33957	CITY OF SANIBEL 0 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 2:3 S/D PB 34 PG 104 TRACT G
SAWIN EARL C + PATRICIA C 1426 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0260** CITY OF SANIBEL ON LAKE 1426 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 26
SCANLON ANNE E 84 FARLEY PL ALLENDALE NJ 07401	CITY OF SANIBEL ON LAKE 1395 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 60
SCHEIBER PHILIP J + 1419 SANDPIPER CIR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1419 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 16 OR 1993/ 2033UT16-A LAKESIDE VILLAS
SCHERER ROBERT W + JEAN S 104 WATERSIDE RD NORTHPORT NY 11758	CITY OF SANIBEL ON GOLF COURSE 1179 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 33

Official Records BK 03912 PG 1669

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
1331 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1331 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 55
SCHLENKER DIANE S 1582 SANDCASTLE RD SANIBEL FL 33957	**18-46-23-T4-00400.0390** CITY OF SANIBEL ON GOLF COURSE 1417 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 39
SCHLENKER DIANE S 1582 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0440** CITY OF SANIBEL ON GOLF COURSE 1582 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 44
SCHRAMM GOODWIN T + CARMEN P 28 ATLANTIC AV COHASSET MA 02025	CITY OF SANIBEL ON LAKE 1413 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 14 OR 1882/ 1903 UT14-B LAKESIDE VILLA
SCHUMAN WALTER H TR + 221 MORGAN AV ASHLAND OH 44805	CITY OF SANIBEL ON LAKE 1321 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 54
SCHWAB WARREN A 1225 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1225 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 10 LOT 41
SCOTT RAYE G + KIM K 1035 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1035 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 14
SCOTT RAYE G + KIM K 970 SANDCASTLE RD SANIBEL FL 33957	**20-46-23-T1-0020D.0050** CITY OF SANIBEL 970 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK D PB 29 PG 8 LOT 5
SCUTT CONCETTA T 1635 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-00100.0530** CITY OF SANIBEL ON GOLF COURSE 1635 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 53 EAST
SECREST JOAN T 1537 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0100** CITY OF SANIBEL ON LAKE 1537 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 10
SEIFERT DENNIS C 994 GREENWOOD CT SANIBEL FL 33957	CITY OF SANIBEL 994 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 8A
3121 EAST 71ST ST INDIANAPOLIS IN 46220	**19-46-23-T1-00100.0050** CITY OF SANIBEL ON GOLF COURSE 1566 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 5
SHELDON ROBERT + GRACE 1410 CAUSEY CT SANIBEL FL 33957	**19-46-23-T1-00100.0220** CITY OF SANIBEL ON LAKE 1410 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 22
SHELDON ROBERT C + NANCY W 1192 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1192 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 139

Exhibit "A"

Official Records BK 03912 PG 1670

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
SHEVLIN DENNIS 1046 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1046 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 56
SHIRAR WILLIAM MITCHELL 1101 PERIWINKLE WAY #109 SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1085 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 21
SHORT DONALD W 12309 WENONGA LN LEAWOOD KS 66209	CITY OF SANIBEL ON GOLF COURSE 1611 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 59 EAST
SHULTS DIANE M 1559 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T1-00100.0710** CITY OF SANIBEL ON GOLF COURSE 1559 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 71
SILER GAIL SCOTT TR FOR MARCIA M SILER 9076 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9076 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 133
SIMMONS THOMAS E + CONSTANCE D 1415 SANDPIPER CIR SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1415 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 15 OR 1956/ 405 UT15-A LAKESIDE VILLAS
SKAGGS MICHAEL L + RUTH ANN 1224 KITTIWAKE CIR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1224 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 136
SKALL MANFRED + EVELYN P O BOX 249 SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9066 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 134
SLAVOSKI JOSEPH N TR + 18250 LAKEVIEW LANE MONUMENT CO 80132	CITY OF SANIBEL ON LAKE 9047 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 118
SMITH LOIS M 9016 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0470** CITY OF SANIBEL ON GOLF COURSE 9016 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 47
SOLARES ROSA M 7625 NW 54TH ST MIAMI FL 33166	CITY OF SANIBEL ON GOLF COURSE 1187 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 34
SOWERS GARY F + SUSAN J P O BOX 1547 SANIBEL FL 33957	**19-46-23-T1-00200.0300** CITY OF SANIBEL ON LAKE 8995 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 30
SPRUANCE W HALSEY + GRETCHEN V 8999 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0310** CITY OF SANIBEL ON LAKE 8999 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 31
SPURRIER ANNE P 1004 GREENWOOD CT N SANIBEL FL 33957	**20-46-23-T1-01310.0200** CITY OF SANIBEL 1004 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 10 AKA UNIT 20

Official Records BK 03912 PG 1671

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
STASI STANLEY C + LISA S 1186 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1186 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 42
STEARNS PETER C 1304 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1304 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 22
STEEL KEVIN + 35 N TRIANGLE DR PLYMOUTH MA 02360	**19-46-23-T1-00100.0450** CITY OF SANIBEL ON GOLF COURSE 1586 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 45
1105 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 1105 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 9 LOT 23
8987 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0280** CITY OF SANIBEL ON LAKE 8987 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 28
SULLIVAN JAMES J JR + CHARLENE 9094 MOCKINGBIRD DR SANIBEL FL 33957	CITY OF SANIBEL ON GOLF COURSE 9094 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 131
SZUMLANSKI BARRY E + MICHAL A 1487 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1487 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 72
TABOR PATRICIA PO BOX 692234 ORLANDO FL 32869	CITY OF SANIBEL 1182 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 43
FLAT A2 12TH FL BLK A WILSHIRE TOWRS 200 TIN HAU TEMPLE RD HONGKONG	CITY OF SANIBEL ON GOLF COURSE 9056 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 135
TANG ROBERT Y W + DIANA M 12855 FALCON DR BROOKFIELD WI 53005	CITY OF SANIBEL ON LAKE 9077 MOCKINGBIRD DR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 121
TANNER ELEANOR E 1441 CAUSEY CT SANIBEL FL 33957	**18-46-23-T4-00400.0330** CITY OF SANIBEL ON GOLF COURSE 1441 CAUSEY CT SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 33
THOEREN KONSTANTIN T KIEFERNWEG 4 D-85598 BALDHAM GERMANY	CITY OF SANIBEL 1032 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 9 LOT 60
15 BROOKSIDE RD WALLINGFORD PA 19086	CITY OF SANIBEL ON LAKE 1442 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33PG 90 PT LT 22 OR 1848/ 1471UT22-A LAKESIDE VILLAS
1525 SANDCASTLE RD SANIBEL FL 33957	**19-46-23-T1-00200.0070** CITY OF SANIBEL ON LAKE 1525 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 89 LOT 7

Official Records BK 03912 PG 1672

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
TOMLINSON ROBERT H JR + SUSAN 129 ELLISEN RD WATCHUNG NJ 07060	CITY OF SANIBEL 1376 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 11 LOT 14
TUCKER C HYDE + JOANNA B 2139 ERMANTRUDE CT VIENNA VA 22182	CITY OF SANIBEL ON GOLF COURSE 1627 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 55 EAST
TURAL BEKIR SAMI + KAREN K 245 S BROADWAY NYACK NY 10960	**20-46-23-T1-01310.0190** CITY OF SANIBEL 1002 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 10 AKA UNIT 19
VALIQUETE MICHAEL J + MAUREEN 1208 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL 1208 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 37
VAZQUEZ RAY J TR 1441 SAND CASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1441 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 64
VENUTO JOSEPH C + NANCY P 279 FERRY LANDING DR SANIBEL FL 33957	**19-46-23-T2-00100.0620** CITY OF SANIBEL ON GOLF COURSE 1597 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 62 WEST
VESCIO WILLIAM J + SARA A 144 OLD BRIARCLIFF RD BRIARCLIFF MANOR NY 10510	**18-46-23-T4-00400.0190** CITY OF SANIBEL ON LAKE 1415 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 19
1341 SANDCASTLE RD SANIBEL FL 33957	CITY OF SANIBEL ON LAKE 1341 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 11 LOT 56
WAINWRIGHT THOMAS DODSWORTH 14953 STILLWATER DR NOVELTY OH 44072	**19-46-23-T1-00100.0010** CITY OF SANIBEL ON GOLF COURSE 1550 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 1
1639 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-00100.0520** CITY OF SANIBEL ON GOLF COURSE 1639 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 52 EAST
WETMORE DOUGLAS D III + 10708 SQUAW VALLEY PLACE GLEN ALLEN VA 23060	**19-46-23-T1-00500.0060** CITY OF SANIBEL ON LAKE 1454 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 24 OR1890/ 1750 UT 6 LAKESIDE VILLAS
WEYANT JAMES + HELENE 127 LAKEBRIDGE DR N KINGS PARK NY 11754	CITY OF SANIBEL ON LAKE 1434 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 20 OR1618/ 1201UT20-A LAKESIDE VILLAS
WHITAKER PATRICIA M FANNON 9015 MOCKINGBIRD DR SANIBEL FL 33957	**19-46-23-T1-00200.0350** CITY OF SANIBEL ON LAKE 9015 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 35
WIEMANN DORIS I + HELMUTH J TR 1359 MALLET HILL BALLWIN MO 63021	**19-46-23-T2-00100.0510** CITY OF SANIBEL ON GOLF COURSE 1643 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 51 EAST

Official Records BK 03912 PG 1673

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
WIEMANN HELMUTH J + DORIS L 615 OLD STATE RD GLENCOE MO 63038	**19-46-23-T1-00200.0320** CITY OF SANIBEL ON LAKE 9003 MOCKINGBIRD DR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PHASE II PB 33 PG 90 LOT 32
WILLIAMS KIRK R + FLORENCE T 1406 SANDERLING CIR SANIBEL FL 33957	**19-46-23-T1-00100.0080** CITY OF SANIBEL ON GOLF COURSE 1406 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 8
WILLIAMS KIRKLEY R JR + LISA 1028 SAND CASTLE RD SANIBEL FL 33957	**20-46-23-T1-0020B.0610** CITY OF SANIBEL 1028 SAND CASTLE RD SANIBEL FL 33957	DUNES SANIBEL ISLAND BLK B PB 29 PG 9 PT LT 61 + TR C GREENWOOD VILLAGE
WILSHER KARI FRANCES GOWEN 6016 AUDEN ST HOUSTON TX 77005	**19-46-23-T3-0100B.0300** CITY OF SANIBEL 1246 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK B PB 29 PG 10 LOT 30
WINGATE JAMES R + JUNELL A 2200 ESSEX RD MINNETONKA MN 55305	**19-46-23-T2-00100.052A** CITY OF SANIBEL ON GOLF COURSE 1637 SAND CASTLE RD SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 111 LOT 52 WEST
WISE LEO J + JOSEPHINE A 8 LICHEN LANE FORESTDALE MA 02644	**20-46-23-T1-01309.0170** CITY OF SANIBEL 998 GREENWOOD CT N SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 9 AKA UNIT 17
WOODFORD GUY J R + JANET 1173 KITTIWAKE CIR SANIBEL FL 33957	**19-46-23-T2-0100G.1440** CITY OF SANIBEL ON GOLF COURSE 1173 KITTIWAKE CIR SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 12 LOT 144 + PARL PER OR 1787 PG 4477
WRIGHT PAULA A CO-TR + 1402 SANDERLING CIR SANIBEL FL 33957	**19-46-23-T1-00100.0070** CITY OF SANIBEL ON GOLF COURSE 1402 SANDERLING CIR SANIBEL FL 33957	DUNES AT SANIBEL ISLAND PH 3 S/D PB 34 PG 104 LOT 7
WU DAVID S + DEBORAH M 14838 S 19TH WAY PHOENIX AZ 85048	**19-46-23-T1-00400.022B** CITY OF SANIBEL ON LAKE 1444 SANDPIPER CIR SANIBEL FL 33957	DUNES AT SANIBEL PH II PB 33 PG 90 PT LT 22 OR 1933/ 3156UT22-B LAKESIDE VILLAS
YEADON CHARMAINE L PO BOX 841 SANIBEL FL 33957	**20-46-23-T1-01303.0050** CITY OF SANIBEL 974 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 3 AKA UNIT 5
YEASER MARJORIE D TR 975 SAND CASTLE RD SANIBEL FL 33957	**20-46-23-T1-0020G.0050** CITY OF SANIBEL ON GOLF COURSE 975 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 5
YORK CHARLES R CO TR + 963 SAND CASTLE RD SANIBEL FL 33957	**19-46-23-T2-0100G.0030** CITY OF SANIBEL ON GOLF COURSE 963 SAND CASTLE RD SANIBEL FL 33957	THE DUNES SANIBEL ISLAND BLK G PB 29 PG 8 LOT 3
ZEIGLER KENNETH I SR+KATHRYN D 972 GREENWOOD CT SANIBEL FL 33957	**20-46-23-T1-01302.0040** CITY OF SANIBEL 972 GREENWOOD CT S SANIBEL FL 33957	GREENWOOD VIL AT THE DUNES PB 34 PG 40 LOT 2 AKA UNIT 4

375 RECORDS PRINTED

Exhibit "A"

Official Records BK 03912 PG 1674

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DECLARATION OF RESTRICTIONS
FOR
THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned WILLIAM R. FRIZZELL, joined by his wife, MARGARET M. FRIZZELL, and JOHN K. KONTINOS, joined by his wife, BELLA E. KONTINOS, being the owners of The Dunes At Sanibel Island, a Subdivision according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7, make the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons acquiring title through the undersigned. These Restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

A. SINGLE FAMILY DWELLINGS

1. RESIDENTIAL USE, SINGLE FAMILY:

All lots in The Dunes At Sanibel Island, except Lots 1 through 13, both inclusive, of Block C and Lots 1, 2 and 3 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building shall be erected to a lot. Lots may be enlarged by shifting or relocating side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS OR PROFESSION:

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land co-

This instrument was prepared by:
RONALD W. SMALLEY, Attorney at Law
2100 Second St. Fort Myers, Fla. 33902
HENDERSON, FRANKLIN, STARNES & HOLT P.O. BOX 280 FORT MYERS, FLORIDA 33902

Official Records BK 03912 PG 1675

vered by these restrictions. This covenant shall not, however, prevent the owner of a single family residence from renting said property for residential use. Grantors shall have the right, at their discretion, to designate certain lots on which model homes may be constructed and sales office located.

3. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:

The grantors will designate an Architectural Control Committee to act for them which Committee shall have the right to approve plans, specifications and locations of buildings and to enforce these restrictions.

In order to insure that the homes on the aforementioned lots will preserve a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned lots until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines and setbacks is submitted to the Architectural Control Committee and approved by the Committee as meeting the requirements of these restrictions and as long as being in accordance with the building, plumbing and electrical codes in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. The Architectural Control Committee will depend largely upon the use of stone, brick and wood to give distinctive rich appearances to the houses in this subdivision. At the same time, other materials may be approved if, in the opinion of the Committee, the design is desirable for the area, and gives the rich ap-

Official Records BK 03912 PG 1676

pearance deemed essential for the area. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration or modification made in any building wall or other structure. Each dwelling must have an individual front elevation of distinct aesthetic beauty. The Architectural Control Committee may reject any plan that in its opinion is not of sufficient quality in this respect and its decision shall be binding.

4. LAWNS AND LANDSCAPING:

At the time house plans are submitted to the Architectural Control Committee, a complete landscaping plan shall also be furnished the Committee. The landscaping plan may include well planned tree and rock gardens and planting areas with some rock areas in lieu of lawn. Sodded lawn areas may be required to supplement the overall plan. The landscaping, in accordance with said plan, must be completed within 90 days after the home has been completed. The Architectural Control Committee may reject any plan that is not in keeping with the area, and the Committee's decision shall be final and binding.

5. SET-BACK LINES, ETC.

All dwellings shall be situated on lots or building sites in such a manner as will conform with set-back requirements of the Lee County Building Department. The fronts of all dwellings shall face the street, except on corner lots where dwellings may be placed on an angle to face two streets.

6. TYPE OF CONSTRUCTION:

Residences shall be construed of the same kind of new and durable materials and shall be of a design that will be in keeping with other residences in the subdivision. It is the grantors intent, however, that repetition of residential models shall be limited.

Official Records BK 03912 PG 1677

MISCELLANEOUS PROVISIONS:

(a) No built-up roofs where visible;

(b) Tile roofs shall have a minimum of 4/12 pitch, Other roof materials must be approved by Grantor or Architectural Control Committee.

(c) All driveways shall be of bonded material.

(d) All lots shall be maintained to the street curb limits.

7. LOCATION OF GARAGES:

No garage shall be erected which is separated from the main building and no carports shall be allowed.

8. BOATS, BOATHOUSES AND ANCHORAGE:

Lots adjacent to waterways will not be permitted to seawall. Each property owner will be responsible for maintaining a uniform, well-kept bank adjacent to such waters. No docks or pilings will be permitted. The waterways are restricted in use to small sailboats, canoes or other boats that can be propelled by hand. No boats will be permitted that use motors as their power.

9. FILLING OF LOTS:

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

10. ANIMALS, ETC.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept, except that dogs, cats and other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

11. DRILLING AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be

Official Records BK 03912 PG 1678

permitted upon or in the aforementioned lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lots.

12. WALLS:

No fence of hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view of a body of water or of the golf course from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should be maintained at no greater height than four (4) feet, and that no wall or fence shall be erected or placed within the front set-back line of any lot. The Grantor or Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights, for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Grantor or Architectural Control Committee. No fence or wall shall be permitted along the lot lines adjacent to the golf course.

13. NUISANCES:

No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, trucks, including pick-up and panel type trucks, or oversized vehicles, trailers, mobile homes or recreational vehicles shall be parked on any of the streets or premises within the subdivision, other than when present for delivery, repair, business or maintenance purposes. This paragraph shall not be intended to prevent the parking of such boats and/or vehicles

Official Records BK 03912 PG 1679

in an enclosed garage.

14. GARBAGE CONTAINERS:

All garbage and trash containers, oil tanks and bottled gas tanks on all lots must be placed under ground, in walled-in areas or shall be landscaped so that they shall not be visible from adjoining properties.

15. MAINTENANCE OF PREMISES:

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner or his lessee shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor or Architectural Control Committee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

16. SEWAGE AND WATER SUPPLY:

The laws of the State of Florida and County of Lee, as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

17. SIGNS AND DISPLAYS:

No sign shall be erected or displayed on any lot or on any structure, except that the Architectural Control Committee may allow a sign to be erected at its discretion if the placement, character, form and size of such sign is first approved in writing by the Architectural Control Committee.

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18. HOMEOWNERS ASSOCIATION AND MAINTENANCE RESPONSIBILITIES:

All lot owners shall be members of a property owners association to be formed by grantors and agree to maintain such membership in good standing as long as he owns such property. Owners further agree to abide by the by-laws and rules and regulations of the association as may be amended from time to time.

19. UTILITIES:

All lot owners shall be required to hook-up to available water, sewer and electrical facilities and to pay customary charges for connection and usage fees.

20. RIGHT TO MODIFY:

The grantors reserve the right to modify and amend these restrictions without notice to any lot owner until such time as all lots within said subdivision and subsequent phases thereof have been sold.

21. RIGHT TO REPURCHASE:

In the event a property owner desires to sell his homesite together with its improvements, if any, then said property shall be offered for sale to the developer at the same price at which the highest bona fide offer has been made for the property. The developer shall have fifteen (15) days within which to exercise its option to purchase said property at this price. Should the developer fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and restrictions herein contained, at a price not lower than that at which it was offered to the developer.

Official Records BK 03912 PG 1681

22. REMEDIES FOR VIOLATIONS:

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantors or by virtue of any judicial proceeding, shall give the Grantors, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restriction or covenant and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantors shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

23. DURATION OF RESTRICTIONS:

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof, and shall automatically be extended for an additional twenty (20) years unless 75% or more of the owners of lots in The Dunes At Sanibel Island shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument or instruments in writing executed with the formality of a deed pursuant to the laws of the State of Florida.

24. TIME FOR COMPLETION OF CONSTRUCTION:

Construction of dwellings and landscaping must be diligently pursued and completed within nine (9) months of the date of commencement except in cases of delay due to labor strikes, material shortages and Acts of God.

Official Records BK 03912 PG 1682

25. MEMBERS OF ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee has been designated by the Grantors as: William R. Frizzell, John K. Kontinos and George Bail.

B. MULTIPLE FAMILY DWELLINGS

1. GENERAL:

This area consists of Lots 1 through 13, both inclusive of Block C and Lots 1, 2 and 3, Block D.

2. TYPES OF STRUCTURES:

Any structure permitted under the present zoning classification of RU-2 and as may be amended to include rentals or occupancy consistent with said zoning regulations.

3. APPLICABLE PROVISIONS:

All covenants and restrictions that apply to the single family residential lots described in Paragraph A above shall be applicable.

Witnesses:

Kathryn L. Curtis

Dennis N. Halsey

As to Mr. and Mrs. Frizzell

WILLIAM R. FRIZZELL

MARGARET M. FRIZZELL

Kathryn L. Curtis

Dennis N. Halsey

As to Mr. and Mrs. Kontinos

JOHN K. KONTINOS

BELLA E. KONTINOS

STATE OF FLORIDA)

COUNTY OF LEE) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM R. FRIZZELL and MARGARET M. FRIZZELL, husband and wife, and JOHN K. KONTINOS and BELLA E. KONTINOS, husband and wife, to me well known and known to me

Official Records BK 03912 PG 1683

to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, State of Florida, this 27 day of March, 1974.

Bette H. Bellinger
Notary Public

My Commission Expires:
May 14, 1977

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
APR 1 4 02 PM '74
CAL GERACI
CLERK OF CIRCUIT COURT
BY

Official Records BK 03912 PG 1684

5/3/76

925138

AMENDED

REC. 1137 PG 1197

DECLARATION OF RESTRICTIONS

for

THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WILLIAM R. FRIZZELL and JOHN K. KONTINOS, hereinafter referred to as Grantors, are the developers of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a map or plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7, and,

WHEREAS, said Grantors heretofore made, executed and recorded a Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND, which Declaration is recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, and,

WHEREAS, said Grantors, in accordance with the power to modify and amend said Restrictions without notice as set forth in paragraph 21 of said recorded Declaration of Restrictions,

NOW THEREFORE, the said Grantors do hereby amend and modify said Declaration of Restrictions and hereby provide that the following Restrictions shall constitute a covenant running with the land and shall be binding upon all owners in said subdivision, and shall be applicable to all lands in said subdivision. The amended and modified Restrictions are as follows:

A. SINGLE FAMILY DWELLINGS

1. RESIDENTIAL USE, SINGLE FAMILY

All lots in The Dunes at Sanibel Island, except Lots 2, 3, and

THIS INSTRUMENT WAS PREPARED BY
LLOYD G. HENDRY, Attorney at Law
2400 SECOND STREET, FORT MYERS, FLORIDA 33902

Official Records BK 03912 PG 1685

4 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building, either one or two stories in height, shall be erected to a lot. Lots may be enlarged by shifting or relocating side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

2. NO TRADE, BUSINESS OR PROFESSION

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions. This covenant shall not, however, prevent the owner of a single family residence from renting said property for residential use. Grantors shall have the right, at their discretion, to designate certain lots on which model homes may be constructed and sales office located.

3. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS

The Grantors will designate an Architectural Control Committee to act for them, which Committee shall have the right to approve plans, specifications and locations of buildings and to enforce these restrictions.

In order to insure that the homes on the aforementioned lots will preserve a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned lots until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, poles, property lines and setbacks is submitted to the Architectural Control Committee and approved by the Committee as meeting the requirements of these Restrictions and as long as being in accordance with the

Official Records BK 03912 PG 1686

building, plumbing and electrical codes in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. The Architectural Control Committee will depend largely upon the use of stone, brick and wood to give distinctive rich appearances to the houses in this subdivision. At the same time, other materials may be approved if, in the opinion of the Committee, the design is desirable for the area, and gives the rich appearance deemed essential for the area. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration or modification made in any building wall or other structure. Each dwelling must have an individual front elevation of distinct aesthetic beauty. The Architectural Control Committee may reject any plan that in its opinion is not of sufficient quality in this respect and its decision shall be binding.

4. LAWNS AND LANDSCAPING

At the time house plans are submitted to the Architectural Control Committee, a complete landscaping plan shall also be furnished the Committee. The landscaping plan may include well planned tree and rock gardens and planting areas with some rock areas in lieu of lawn. Sodded lawn areas may be required to supplement the overall plan. The landscaping, in accordance with said plan, must be completed within 90 days after the home has been completed. The Architectural Control Committee may reject any plan that is not in keeping with the area, and the Committee's decision shall be final and binding.

Official Records BK 03912 PG 1687

5. SET-BACK LINES, ETC.

All dwellings shall be situated on lots of building sites in such a manner as will conform with set-back requirements of the City of Sanibel Building Department. The fronts of all dwellings shall face the street, except on corner lots where dwellings may be placed on an angle to face two streets.

6. SIZE OF RESIDENCES AND TYPE OF CONSTRUCTION

All residences shall have a minimum living area of 1200 square feet, exclusive of porches, breezeways and garages. Residences shall be constructed of the same kind of new and durable materials and shall be of a design that will be in keeping with other residences in the subdivision. It is the Grantors intent, however, that repetition of residential models shall be limited.

MISCELLANEOUS PROVISIONS

a) No built-up roofs where visible.
b) Tile roofs shall have a minimum of 4/12 pitch. Other roof materials must be approved by Grantor or Architectural Control Committee.
c) All lots shall be maintained to the street curb limits.

7. METHOD OF DETERMINING SQUARE FOOTAGE

The method of determining the square footage of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of such buildings or structures at each floor level. Garages, roofed screened porches and the like, shall not be taken into account in calculating the minimum square footage as required by these restrictive covenants.

8. LOCATION OF GARAGES AND CARPORTS

No garage shall be erected which is separated from the main building. No open carports shall be allowed. A carport type structure is permitted provided it contains a visual screen, fence

Official Records BK 03912 PG 1688

or enclosure of a height of at least five (5) feet. The entrance to such area shall also be screened either with overhead doors or hinged gate or gates.

9. BOATS, BOATHOUSES AND ANCHORAGE

Lots adjacent to waterways will not be permitted to seawall. Each property owner will be responsible for maintaining a uniform well-kept bank adjacent to such waters. No docks or pilings will be permitted. The waterways are restricted in use to small sailboats, canoes or other boats that can be propelled by hand. No boats will be permitted that use motors as their power.

10. FILLING IN

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

11. ANIMALS, ETC.

No animals, birds, or reptiles of any kind shall be raised, bred, or kept, except that dogs, cats and other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

12. DRILLING OIL, ETC.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the aforementioned lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lots.

Official Records BK 03912 PG 1689

13. WALLS

No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view of a body of water or of the golf course from any adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should be maintained at no greater height than four (4) feet, and that no wall or fence shall be erected or placed within the front set-back line of any lot. The Grantors or Architectural Control Committee may, in its discretion, approve minor projections above the restricted heights, for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Grantors or Architectural Control Committee. No fence or wall shall be permitted along the lot lines adjacent to the golf course.

14. ANTENNAS

No exterior television, radio, or other antennas shall be installed or permitted on any lot in the subdivision.

15. NUISANCES

No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, trucks, including pick-up trucks and panel type trucks, or oversized vehicles, trailers, mobile homes or recreational vehicles shall be parked on any of the streets or premises within the subdivision, other than when present for delivery, repair, business or maintenance purposes. This paragraph shall not be intended to prevent the parking of such boats and/or vehicles in an enclosed garage.

Official Records BK 03912 PG 1690

16. GARBAGE CONTAINERS

All garbage and trash containers, oil tanks and bottled gas tanks on all lots must be placed underground, in walled-in areas or shall be landscaped so that they shall not be visible from adjoining properties.

17. MAINTENANCE OF PREMISES

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner or his lessee shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantors or Architectural Control Committee may enter upon the lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

18. SEWAGE AND WATER SUPPLY

The owner of each lot shall comply with the laws of the State of Florida, County of Lee and City of Sanibel, as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation.

19. SIGNS AND DISPLAYS

No sign shall be erected or displayed on any lot or on any structure, except that the Architectural Control Committee may allow a sign to be erected at its discretion if the placement, character, form and size of such sign is first approved in writing by the Architectural Control Committee.

20. UTILITIES

Official Records BK 03912 PG 1691

All lot owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

21. RIGHT TO MODIFY

The Grantors reserve the right to modify and amend these restrictions without notice to any lot owner until such time as all lots within said subdivision and subsequent phases thereof have been sold.

22. REMEDIES FOR VIOLATIONS

Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantors or by virtue of any judicial proceeding, shall give the Grantors, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restriction or covenant and to prevent the violation or breach of any of them. In addition to the foregoing the Grantors shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass.

23. DURATION OF RESTRICTIONS

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof, and shall automatically be extended for an additional twenty (20) years unless 75% or more of the owners of lots in THE DUNES AT SANIBEL ISLAND shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument or instruments in writing executed with the formality of a deed pursuant to the laws of the State of Florida.

Official Records BK 03912 PG 1692

24. COMPLETION OF CONSTRUCTION

Construction of dwellings and landscaping must be diligently pursued and completed within nine (9) months of the date of commencement except in cases of delay due to labor strikes, material shortages and acts of God.

25. MEMBERS OF ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee has been designated by the Grantors as: William R. Frizzell, John K. Kontinos and George H. Bail. Membership may be changed at the pleasure of Grantors, by means of recording a document amending this clause of the restrictions.

B. MULTIPLE FAMILY DWELLINGS

1. GENERAL

This area consists of Lots 2, 3 and 4, Block D.

2. TYPES OF STRUCTURES

Any structure permitted under the present zoning classification by the City of Sanibel and as may be amended to include rentals or occupancy consistent with municipal regulations.

3. APPLICABLE PROVISIONS

All covenants and restrictions that apply to the single family residential lots described in Paragraph A above shall be applicable except that the minimum living area for each family unit of a duplex structure shall be 750 square feet.

C. NON-RESIDENTIAL AREAS

Block J shall not be used for residential purposes. Permitted use thereof shall include golf course, swimming pool, tennis courts, recreational use, country club, tennis club, pro-shop, maintenance and storage facilities, and similar related uses.

IN WITNESS WHEREOF the said Grantors have hereunto set their

Official Records BK 03912 PG 1693

hands the 31 day of March, A.D. 1976.

William R. Frizzell

John K. Kontinos

Witnesses:

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 31 day of March, 1976, by WILLIAM R. FRIZZELL and JOHN K. KONTINOS.

Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 14, 1977

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED
MAY 3 4 42 PM '76
SAL GERACI CLERK OF CIRCUIT COURT

Official Records BK 03912 PG 1694

9/13/78

13.00

1131251

OFF. REC. 1299 PG 964

AMENDMENT
TO
DECLARATION OF RESTRICTIONS
FOR
THE DUNES OF SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WILLIAM R. FRIZZELL and JOHN K. KONTINOS are the developers of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a map or plat of said subdivision being on file in the office of the Clerk of the Circuit Court of Lee County, Florida. in Plat Book 29, page 7; and,

WHEREAS, the said WILLIAM R. FRIZZELL and JOHN K. KONTINOS, as Grantors, have heretofore made, executed and recorded an Amended Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND, which Declaration is recorded in Official Records Book 1137, at page 1197, of the public records of Lee County, Florida; and,

WHEREAS, said Grantors, in accordance with the power to modify and amend said Restrictions without notice, as set forth in paragraph 21 of said recorded Declaration of Restrictions;

NOW, THEREFORE, the said Grantors do hereby amend and modify said paragraph A, Section 1, of said Amended Declaration of Restrictions to read as follows:

A. SINGLE FAMILY DWELLING

1. RESIDENTIAL USE, SINGLE FAMILY:

All lots in THE DUNES AT SANIBEL ISLAND, except Lots 1 through 12, both inclusive, of Block C and except Lots 2, 3 and 4 of Block D, are restricted to the use of a single family, their household servants and guests. Only one building, either one or two stories in height, shall be erected to a lot. Lots may be enlarged by shifting or relocating

THIS INSTRUMENT PREPARED BY:
HARRY O. HENDRY
ATTORNEY AT LAW
2100 SECOND STREET
FORT MYERS, FL 33901

RECORD VERIFIED - SAL GERACI CLERK
BY LUCIE THOMPSON D.C.

Official Records BK 03912 PG 1695

side boundary lines. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable building or trailers may be moved on the lot.

All other paragraphs, covenants and restrictions in the Amended Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND recorded in Official Records Book 1137, page 1197, of the public records of Lee County, Florida, are hereby confirmed and ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have executed this Amendment to the Declaration of Restrictions this 13th day of September, 1978.

William R. Frizzell (SEAL)

Witnesses as to William R. Frizzell:

John K. Kontinos (SEAL)

Witnesses as to John K. Kontinos:

Official Records BK 03912 PG 1696

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Amendment to Declaration of Restrictions was acknowledged before me this 13th day of September 1978, by WILLIAM R. FRIZZELL for the purposes therein stated.

Notary Public

My commission expires: [illegible] COMMISSION EXPIRES [illegible] BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Amendment to Declaration of Restrictions was acknowledged before me this 13th day of September 1978, by JOHN K. KONTINOS for the purposes therein stated .

Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES APRIL [illegible] BONDED THRU GENERAL INS. UNDERWRITERS

Official Records BK 03912 PG 1697

COMES NOW DEVELOPMENT CONCEPTS CORPORATION, a Florida corporation, successor in title to the said Grantors, and hereby joins in this Amendment for the purpose of approving, ratifying and confirming same.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed by its President and Secretary this 13th day of September, 1978.

WITNESS:

DEVELOPMENT CONCEPTS CORPORATION

By _____
William R. Frizzell
President

ATTEST:

_____
Dennis Halsey
Secretary

SAL GERACI
CLERK OF CIRCUIT COURT
SEP 13 4 30 PM '78
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
REFERENCE ABOVE

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of September, 1978, by WILLIAM R. FRIZZELL and DENNIS HALSEY, President and Secretary respectively, of DEVELOPMENT CONCEPTS CORPORATION, a Florida corporation, on behalf of the corporation for the uses and purposes therein mentioned.

_____
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 28 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Exhibit "B-3"
Page 4 of 4

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109.00

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AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVELOPMENT CONCEPTS CORPORATION, hereinafter referred to as "Developer", is the developer of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and

WHEREAS, said Declaration of Restrictions (hereinafter sometimes called "Declaration") was amended in its entirety on March 31, 1976, recorded in Public Records Book 1137, Page 1197, and further amended on September 13, 1978, recorded in Official Records Book 1299, Page 964 of the Public Records of Lee County, Florida;

WHEREAS, Developer, in accordance with Section 21 of the existing Declaration of Restrictions, has the power to modify and amend same without notice;

NOW, THEREFORE, Developer does hereby supersede the original Declaration of Restrictions, and all amendments filed thereto, and hereby provides that the following Restrictions shall constitute a running with the land and shall be binding upon all owners in said subdivision, and shall be applicable to all lands in said subdivision. The amended and modified Restrictions are as follows:

RECORD VERIFIED - SAL CERACI CLERK
BY LINDA EDWARDS D.C.

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This Declaration made this 25th day of August, 1980 by Development Concepts Corporation, a Florida corporation (Phase I), and Mariner Properties, Inc., a Florida Corporation (Phase II), which declare that all real property hereinafter described which is owned by said corporations and hereinafter sometimes referred to as "The Villages at The Dunes" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens (hereinafter referred to as "covenants and restrictions" or the "Declaration") hereinafter set forth. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference. Copies of the Articles and By-Laws are attached hereto and are made a part hereof as Exhibits "A" and "B" respectively.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

A. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida corporation not for profit.

B. "Developer" shall mean or refer to Development Concepts Corporation and Mariner Properties, Inc., a Florida corporation, and its successors or assigns.

C. "The Villages at The Dunes or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

D. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined below.

E. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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F. "Common Area" shall mean or refer to those areas of real property designated on recorded plats as follows: The Dunes at Sanibel Island, Plat Book 29, page 7 entrance island.

Phase II The Dunes at Sanibel Island, Plat Book 33, Pages 89 and 90, lot "C".

or on any additions to the Properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use by the general public.

G. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment, condominium unit duplex, or such other designation where the intention is that it be used as a residence for a person or single family.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as recorded in Plat Book 29, Page 7, Public Records of Lee County, Florida and as Phase II The Dunes at Sanibel Island as recorded in Plat Book 33, Pages 89 and 90, Public Records of Lee County, Florida.

Section 2: Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the "Class A" members and two-thirds (2/3) of the "Class B" members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum

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of the preceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the "Class A" membership or two-thirds (2/3) of the "Class B" membership are not present in person or by proxy members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "The Villages at The Dunes Property and Proposed Additions" dated August 6, 1980 and attached hereto as Exhibit "C" such additional lands may be annexed to the Properties without the assent of the Class "A" members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section I above.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any lot which is subject to this Declaration to assessment by the Association shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section I of this Article III. When more than one (1) person holds such interest or interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" membership shall be entitled to twenty (20) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the "Class B" Membership shall cease and be converted to "Class A" Membership:

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a) When the total votes outstanding in the "Class A" Membership equal three hundred sixty-five (365); or

b) April 1, 1990.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that within two years from the date hereof it will convey by Special Warranty Deed fee title to the Common Areas to the Association, free and clear of all encumbrances and liens except for those created by, or pursuant to, this Declaration, taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgagee and such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonable necessary to protect the above described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.

f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and

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other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner agrees to become a Member of the Association concurrent with the purchase of a Lot in The Villages at The Dunes and to maintain his membership in good standing and be guided by the Rules and Regulations of the Association so long as he owns a Lot in the Properties.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereon, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year beginning January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of fifty (50) percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4: Common Areas. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be understood that additional platted subdivisions may be added which will share the common areas, including the expense for maintenance thereof.

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Section 5: Lien and Personel Obligations of Assessments. Each Member, with the exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date at the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annum and cost of collection thereof, including reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at The Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

ARTICLE V. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes (to include duplexes and condominiums) and approved utilities and amenities except for the following tracts described on Exhibit "C".

Lots 2, 3 and 4, Block D may be used for any structure permitted under the zoning ordinance of the City of Sanibel.

Block J Phase I, less and except that portion of Block J included in the Plat of Phase II, shall not be used for residential purposes. Permitted use thereof shall include golf course, swimming pool, tennis courts, recreational use, country club, food and beverage, pro shop, maintenance and storage facilities, and similar related uses.

Block C, Phase II shall be common area.

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Section 2. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood or Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats, or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community.

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at least one architect or building contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occuring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the

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construction erection performance, or placement of which is proposed upon any Lot in The Villages at The Dunes and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of any major vegetation. The Architectural Planning Criteria of the Association, attached hereto as Exhibit D, shall serve as a guide to development of Lots in The Villages at The Dunes and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and, until all Lots shall be deeded by the Developer, approved by the Developer.

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in The Villages at The Dunes, including a specific site plan showing the location of the house, other improvements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", THE VILLAGES AT THE DUNES, c/o Mariner Properties, Inc., 6535 McGregor Blvd., #12, Fort Myers, Florida 33907. Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail

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to act upon any submission to it within forty five (45) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in The Villages at The Dunes without the written approval of the ARB.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceed four inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and weed removal. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the

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pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintained by him as a portion of his lawn.

Section 7: Utilities. All lot owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

Section 8: Parking and Garage Areas. Adequate offstreet parking must be provided for all residential units. Single family residential units must provide at least a 1-car covered parking space plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 9: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 10: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 11: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without written approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonable necessary to avert serious hardship to Owners. The provisions of Section 11 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 12: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely

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aesthetic grounds, based solely on its own judgment.

Section 13: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 14: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel earth, soil, or any other such substances located in or under the ground.

Section 15: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamaties. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 16: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s).

Section 17: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without prior approval of the ARB.

Section 18: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding constructing of large dock structures which would be out of scale with the overall design of the Properties.

Section 19: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of the ARB. However, such a site may not be subdivided without the written consent of the Developer,

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and no single lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 20: Minimum Building Elevation. The finished first floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline.

Section 21: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 22: Right to Repurchase. No Lot and no interest therein upon which a single family residence has not been constructed and a certificate of occupancy issued (an "unimproved lot") shall be sold or transferred unless and until the Owner of such unimproved Lot shall have first offered to sell such Lot to Developer and Developer has waived in writing his right to purchase said unimproved Lot. The unimproved Lot shall be offered for sale to the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt of written notice of the price and terms to exercise its option to purchase at the offered price, then the Owner shall have the right to sell said unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

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Section 23: Construction in Progress - Time Limit. When the construction of any building is once begun, work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous 30-day period, then the Developer shall have the right to notify the owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The owner in fact of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 24: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 25: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 26: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, will be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which

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time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of each class of membership. Until all Lots are sold, these restrictions may be modified by the Developer provided that there may not be an amendment to Article V, Section 3, unless it is approved by a vote of a majority of each class of the Membership. Any amendment must be properly recorded to be effective.

Section 27: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time; and (d) any Lot held in the name of Developer, DEVELOPMENT CONCEPTS CORPORATION or MARINER PROPERTIES, INC.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized the day and year first above written.

DEVELOPMENT CONCEPTS CORPORATION

ATTEST:

Timothy P. Boggett
Secretary

BY: Allen G. Ten Broeke
President

MARINER PROPERTIES, INC.

ATTEST:

Timothy P. Boggett
Secretary

BY: Allen G. Ten Broeke
President

STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I hereby certify that on this day before me JoAnn Pecere an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen G. Ten Broeke, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 25 day of August, 1980.

JoAnn Pecere
Notary Public

Exhibit "B-4"
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STATE OF FLORIDA)
COUNTY OF LEE) ss.:

I hereby certifiy that on this day before me JoAnn Pecori, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen G. Ten Brook, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 25 day of August, 1980.

JoAnn Pecori
Notary Public

This instrument prepared by:

ROBERT E. DADY, ESQUIRE
Mann and Dady, P.A.
1438 Brickell Avenue
Miami, Florida 33131

Official Records BK 03912 PG 1714

OFF REC 1629 PG 931

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AMENDMENT

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND

LEE COUNTY, FLORIDA

OFF REC 1618 PG 948

RECORD VERIFIED - SAL GERACI CLERK BY J. BIEHLER, D.C.

RECORD VERIFIED - SAL GERACI CLERK BY E. PRICE D.C.

THIS DECLARATION, made this 12th day of JULY, 1982 by MARINER PROPERTIES, INC., hereinafter referred to as Developer or Declarant;

WITNESSETH:

WHEREAS, Declarant, is the Developer of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and

WHEREAS, Declarant, in accordance with Section 20 of the aforementioned Restrictions, has the power to modify and amend same without notice and has on several previous occasions amended or modified the Restrictions; and

WHEREAS, Declarant is the exclusive owner in fee simple of the property described in Exhibit "E" hereto, situated and being in Lee County, Florida; and

WHEREAS, Declarant desires to annex additional land to the Properties subject to the Restrictions and amendments thereto; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, the Developer declares that the real property subject to the Restrictions as amended and the real

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property described in Exhibit "E" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and lien hereinafter set forth.

ARTICLE I. DEFINITIONS:

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

A. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida corporation not for profit.

B. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

C. "Common Area" shall mean or refer to those areas of real property designated on recorded plats as follows:

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40.

Amended

All of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public. The Common Area may be expanded to include additional property. Please see Article VI Section 1.

D. "Developer" or "Declarant" shall mean or refer to Development Concepts Corporation and Mariner Properties, Inc., a Florida corporation, and its successors or assigns.

E. "Duplex Unit" shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

F. "Dwelling Unit" shall mean a structure which shall contain

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one (1) unit as an apartment, condominium unit, duplex, or such other designation where the intention is that it be utilized for residential purposes.

G. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Properties together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined above.

H. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgages or subsequent holder of a mortgage, unless and until such mortgage or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

I. "The Villages at The Dunes or Property or Properties" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Page 7, and the property annexed thereto by the recordings at Plat Book 33, Page 89, Plat Book 34, Page 39 and Plat Book 34, Page 104 of the Public Records of Lee County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time to plat and/or

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replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3: Additions to the Properties by the Association. Annexation of additional property shall require the assent of two-thirds (2/3) of the "Class A" members and two-thirds (2/3) of the "Class B" members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxys entitled to cast sixty (60) percent of the votes of each class of membership constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceeding meeting. In the event that two-thirds (2/3) of the "Class A" membership or two-thirds (2/3) of the "Class B" membeship are not present in person or by proxy members not present may give their written assent to the action taken thereon.

Section 4: Additions to the Properties by the Developer. If the Developer, its successors and assigns should develop additional lands within the area set forth on a certain map entitled "The Villages at The Dunes Property and Proposed Additions" dated August 6, 1980 and attached as Exhibit "C" such additional lands may be annexed to the Properties without the assent of the Class "A" members. Such additional land shall be annexed to the Properties by the Developer filing a Declaration in the Public Records of Lee County, Florida, describing such additional land and stating that it is to be annexed to the Properties. Upon such filing, the additional land shall be subject to this Declaration in the same manner as the Property described in Section 1 above.

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ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1: Membership. Every person who is a record Owner, as defined in Article 1, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors and assigns. The "Class B" membership shall be entitled to twenty (20) votes for each Lot which it holds the interest required for membership by Article V provided that upon the happening of either of the following events, whichever first occurs, the "Class B" Membership shall cease and be converted to "Class A" Membership:

a) When the total votes outstanding in the "Class A" Membership equal three hundred sixty-five (365); or

b) April 1, 1990.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

ARTICLE IV. PROPERTY RIGHTS:

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be pertinent to, and shall pass with, the

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title to every Lot.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that within five years from the date hereof it will convey by Special Warranty Deed fee title to the Common Areas to the Association, [free and clear of all encumbrances and liens except for those created by, or pursuant to, this Declaration,] taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Article and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgages and such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonable necessary to protect the above-described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of the Property.

f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1: Membership. Each Owner hereby agrees that he will become a Member of the Association concurrent with the purchase of a Lot in The Villages at The Dunes and to maintain his membership in good standing and be guided by the restrictions of the Association, as contained in Article 8 herein, so long as he is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen (15) percent of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of fifty (50) percent of the votes of class "A" Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Amended

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Section 4: Common Area. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be expressly understood that additional land may be annexed to the Property whose Owners will share the Common Areas, including the expense for maintenance thereof and that such annexation may affect the cost for maintenance of the Common Areas.

Amended

Section 5: Lien and Personal Obligations of Assessments. Each Owner with the exception of the Developer, shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest rate allowed by the laws of the State of Florida but not more than eighteen (18) percent per annuam and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at The Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of

performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

Amended Section 8 Added

ARTICLE VI. LAND USE:

Section 1. The Properties shall be used exclusively for single family residence purposes (to include duplexes and condominiums) and approved utilities and amenities except for the following tracts described on Exhibit "C" and "E" and as indicated on the following plats:

Plat Book 29, Page 7; Plat Book 33, Page 89; Plat Book 34, Page 40 and Plat Book 34, of Page 104 of the Public Records of Lee County, Florida.

a. Common Areas. Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B and D of the Greenwood Village at The Dunes at Sanibel Island, Plat Book 24, Page 40, and the entry between Bailey Road and Sand Castle Road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

Amended

b. Preservation Areas. Tracts A, B, E, F, G and P of The Dunes at Sanibel Island,

Plat Book 34, Page 104. Developer reserves the right in his sole discretion until 1985 to change any portion of the Preservation Areas to Common Areas or to dedicate the Preservation Areas to a Eleemosynary organization or to the public by recording a document to that effect among the Public Records of Lee County.

c. Golf Course. Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Page 104.

d. Amenity and Maintenance Areas. Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Page 104.

e. Lakes. Tracts D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Page 104.

All of the Public Records of Lee County, Florida.

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Section 2.. No unlawful, improper or immoral use shall be made of any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except that the dogs, cats or other household pets may be provided that they are not kept, bred, or maintained for any commercial purpose and provided further that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time. This provision shall not apply to the Developer or any Owner during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot provided, however, that the Developer, its nominees or assigns, reserves the right to designate one (1) or more Lot for the maintenance of a real estate sales office, general business office or model homes during the course of sales activities in the community

ARTICLE VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of five members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at lease one architect or building contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occuring on the ARB shall be filled by the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In

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the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the construction erection performance, or placement of which is proposed upon any Lot in The Villages at The Dunes and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of major vegetation. The Architectural Planning Criteria of the Association, attached as Exhibit D, shall serve as a guide to development of Lots in The Villages at The Dunes and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

Section 3: Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and, until all Lots shall be deeded by the Developer, approved by the Developer.

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in The Villages at The Dunes, including a specific site plan showing the location of the house, other imrpovements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonably necessary for the ARB to completely

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evaluate the proposed structural improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To adopt a schedule of reasonable fees for processing requests for ARB approval of improvements. Such fees, if any, shall be payable to the ARB at the time the plans and specifications are submitted to the ARB to help defray costs in administering the Architectural Planning Criteria.

D. Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", THE VILLAGES AT THE DUNES, c/o Mariner Properties, Inc., 12999 McGregor Blvd., Suite 115, Fort Myers, Florida 33908. Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board, provided, however, that should the Board fail to act upon any submission to it within forty five (45) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS:

Section 1: Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in The Villages at The Dunes without the written approval of the ARB.

Section 2: Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Trees. No tree or shrub, the trunk of which exceed four inches in diameter shall be cut down or otherwise destroyed

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without the prior expressed written consent of the ARB.

Section 4: Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

Section 5: Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

Section 6: Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and week removal. In addition, all lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintaned by him as a portion of his lawn.

Section 7: Utilities. All Lot Owners shall hook-up to available water, sewer and electrical facilities and pay customary charges for connection and usage fees.

Section 8: Parking and Garage Areas. All Dwelling Units must provide at least a 1-car covered parking space plus additional offstreet parking areas for at least two (2) automobiles unless otherwise approved by the ARB.

Section 9: Service, Screening, Storage Areas. Garbage and refuse

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shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or Common Areas.

Section 10: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

Section 11: Signs. No commercial signs of any kind including "For Rent" or "For Sale" or other similar signs may be erected on any Lot larger than six (6) square feet without approval of the ARB or as may be required by legal proceedings, it being understood that the ARB will not grant permission for said larger signs unless their erection is reasonable necessary to avert serious hardship to Owners. The provisions of Section 11 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Properties.

Section 12: Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such decisions on purely aesthetic grounds, based solely on its own judgment.

Section 13: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a

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thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 14: Mineral Exploration. The Properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel earth, soil, or any other such substances located in or under the ground.

Section 15: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 16: Motor Boats. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s).

Section 17: Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without the prior approval of the ARB.

Section 18: Docks. Small fishing dock areas may be constructed on Lots with the approval of the ARB, the intent of this provision being to preserve the aesthetic qualities of the lake front properties by precluding constructing of large dock structures which would be out of scale with the overall design of the Properties.

Section 19: Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of

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the ARB. However, such a site may not be subdivided without the written consent of the Developer, and no single lot may be subdivided under any circumstances except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

Section 20: Minimum Building Elevation. The finished first floor of any building shall be at the minimum requirements to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. No structure shall exceed twenty-five (25) feet above the finished first floor elevation at the topmost point of the roofline.

Section 21: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Developer.

Section 22: Right to Repurchase. A Lot upon which a Dwelling Unit has not been constructed (an "Unimproved Lot") shall not be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Lot to Developer and Developer has waived in writing his right to purchase said Unimproved Lot. The Unimproved Lot shall be offered for sale to

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the Developer at the same price at which the highest bona fide offer has been made for the unimproved Lot. The Developer shall have fifteen (15) days within which to exercise its option to purchase said Unimproved Lot at this price. Should the Developer fail or refuse within fifteen (15) days after receipt at the offered price, then the Owner shall have the right to sell said Unimproved Lot subject, however, to the provisions of this Declaration at a price not lower than that at which it was offered to the Developer.

Section 23: Construction in Progress - Time Limit. When the construction of any building is once begun, work must be pursued diligently and completed within one year. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous 30-day period, then the Developer shall have the right to notify the Owner of record of the premises of its intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely at the discretion of the Developer and may include but not be limited to aesthetic grounds. The Owner of the property shall be liable for all costs incurred in such action and the total costs hereof will be a lien on the property herein conveyed.

Section 24: Violation of Restrictions. The Association, or any Owner, shall have the right to enforce these convenats and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association shall be chargeable to the Owner of the Lot violating these convenants and restrictions and shall constitute a lien on

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the Lot, collectible in the same manner as assessments hereunder.

Section 25: Nonenforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment of court order shall in no way affect any of the remaining of the restrictions and covenants which shall remain in full force and effect.

Section 26: Duration of Restrictions and Right to Modify. It is the intention of this Declaration that upon any additions to the Properties by the Developer pursuant to Article II, Section 4, the Developers voting rights pursuant to Article III, Section 2, shall be increased to reflect the addition of additional Lots by reason of the increased number of Lots making up the Properties. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2000, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of each class of membership. Until all Lots are sold, the Restrictions may continued to be modified by the Developer provided that there may not be an amendment to Article V, Section 3, unless it is approved by a vote of the majority of each class "A" Membership. Any amendment must be properly recorded to be effective.

Section 27: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other

interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time; and (d) any Lot held in the name of Developer, DEVELOPMENT CONCEPTS CORPORATION or MARINER PROPERTIES, INC.

Amended / Section 28 Added

ARTICLE IX. STORM DRAINAGE:

Pursuant to the requirements of that certain permit from the South Florida Water Management District dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. The Association and its successors in order to carry out its responsibility noted herein shall have perpetual access easements across the property subject to the Restrictions, where said easements are more particularly described in that certain plat of The Dunes at Sanibel Island, Plat Book 34, Page 104 of the Public Records of Lee County.

ARTICLE X. PARTY WALL:

Section 1: Common Walls. The common walls shared by the Dwelling Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the perpetual benefit of and use by the Owner, including his heirs, assigns, successors and grantees, of each such Dwelling Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages can not be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his Dwelling Unit; what proportion of the repair or replacement expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his

Official Records BK 03912 PG 1733

assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3: Structural Changes. The Owner of any Dwelling Unit sharing a party wall with the adjoining Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 4: Use of Party Wall. The Owner of any such Dwelling Unit shall have the right to the full use of said party walls for whatever purpose he choses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Dwelling Unit or his enjoyment of said walls or in any manner impair the value of said walls.

Section 5: Covenant. Each common wall to be constructed is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance

and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owners property.

Section 7: Disputes. The Association shall have the right and privilege to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter shall be submitted to the Board of Directors and the decision of the majority of the Board of Directors shall be final and conclusive of the question involved.

Amended - Addition

ARTICLE XI. MISCELLANEOUS:

The matters contained in the Restrictions and amendments thereto are hereby reaffirmed to the extent they do not conflict with the provisions of this Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Restrictions or any amendments thereto, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by tis officer thereunto duly authorized the day and year first above written.

DEVELOPMENT CONCEPTS CORPORATION

ATTEST: Secretary

BY: President

MARINER PROPERTIES, INC.

ATTEST: Secretary

BY: President

Official Records BK 03912 PG 1735

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day before me Allen D. Zimbrick an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 12th day of July, 1982.

Karen R. Hollis
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby cetify that on this day before me _____ an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Allen D. Zimbrick to me known to be the person described in and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this day 12th of July, 1982.

Karen R. Hollis
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:

ROBERT E. DADY, ESQUIRE
Mann Dady Corrigan & Zelman, P.A.
444 Brickell Avenue, Suite 930
Miami, Florida 33131

DAK/B

JUL 12 1 19 PM '82
RECORD 1
LEE COUNTY, FLA.
RECORD VERIFIED
CLERK OF CIRCUIT COURT

Official Records BK 03912 PG 1736

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused its seal to be hereunto affixed and these presents to be signed by its officer thereunto duly authorized this 25 day of August, 1982.

OFF REC 1629 PG 1003

DEVELOPMENT CONCEPTS CORPORATION

This page replaces the execution by Development Concepts Corporation and Mariner Properties, Inc. and the acknowledgements previously recorded July 12, 1982 in Official Record Book 1618, at pages 968 and 969 respectively.

By _____ President

Attest _____ Secretary

CLERK OF THE CIRCUIT COURT
SEP 1 | 14 PM '82
RECORDED AND RECORDED
LEE COUNTY, FLORIDA
RECORD VERIFIED

MARINER PROPERTIES, INC.

By _____ President

Attest _____ Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allen G. Tenbroek and Timothy Bogott, as President and Secretary, respectively, of DEVELOPMENT CONCEPTS CORPORATION, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as officers on behalf of the corporation.

Witness my hand and seal in the County and State last aforesaid this 25 day of August, 1982.

_____
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 6 1986
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allen G. Tenbroek and Timothy Bogott, as President and Secretary, respectively, of MARINER PROPERTIES, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as officers on behalf of the corporation.

Witness my hand and seal in the County and State last aforesaid this 25 day of August, 1982.

_____
Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 6 1986
BONDED THRU GENERAL INS. UNDERWRITERS

Official Records BK 03912 PG 1737

12/31/ door

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE DUNES AT SANIBEL ISLAND
LEE COUNTY, FLORIDA

2033738

BEE 1821 PG 2013

WITNESSETH:

WHEREAS, the homeowners association of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and amended on July 12, 1982, recorded at Official Record Book 1629, Page 981; and

WHEREAS, in accordance with Section 26 of the aforementioned Restriction, has the power to modify and amend same with notice and has on several previous occasions amended or modified the Restrictions; and

WHEREAS, the homeowners association officially known as THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized and filed on September 9, 1981, with the Secretary of State of the State of Florida; and

WHEREAS, a special meeting of the homeowners association was called on November 18, 1985, to consider these amendments; and

WHEREAS, the vote of responding members was in excess of the required 66 2/3% vote for radification, be it known by all men that the following amendments have been adopted by the homeowners association.

Article V. Covenants for Maintenance Assessments, Section 3 - Annual Assessment.

Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or repair, shall not exceed Sixty Dollars ($60.00) per year starting January, 1981. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1982 this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or up to fifteen percent (15%). The fee may be increased beyond the higher of either of these levels with approval of ~~fifty percent (50%)~~ sixty-six and two thirds percent (66-2/3%) of the votes of class "A" members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting forth the purpose of the meeting.

Article V. Covenants for Maintenance Assessments, Section 4 - Common Areas.

Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas, easements, and lake(s) which will be owned and/or maintained by the Association for the private use and benefit of the Owners. It shall be expressly understood that additional land may be annexed to the Property whose Owners will share the Common Areas, including the expense for maintenance thereof and that such annexation may affect the cost for maintenance of the Common Areas, however, no real property will be added to the Common Area.

Article V. Covenants for Maintenance Assessments, Section 8 - Special Assessments.

Special assessments shall be limited to the amount of the annual assessment. No special assessment can be passed without a two thirds (2/3rds) affirmative vote of the members of the Property Owners Association.

Official Records BK 03912 PG 1738

Should be Article VIII Restriction

Article VII. ARCHITECTURAL CONTROL:Section 28: Notice of Transfer. Upon the sale of a lot within the subdivision, the holder of title of the parcel of land shall notify the homeowners association upon said transfer within 30 days of the time of conveyance.

OFF REC 1821 PG 2014

IN WITNESS WHEREOF the undersigned being representatives of the homeowners association has caused its seal to be hereunto affixed and these present to be signed by its officers thereunto duly authorized this day 16th of December, 1985.

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC. by

Katherine Kelley

Warren Kelley
President

Dilbert L. Kreiger

STATE OF FLORIDA)
)
COUNTY OF LEE)

I hereby certify that on this day before me WARREN KELLEY, President of the VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., duly authorized in the state and county aforesaid to take acknowledgments, personally appeared before me to be known to me as the person described above and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 16th day of December, 1985.

My Commission expires:

My Commission Expires Jan. 16, 1988

Fran C. Murray
Notary Public

DEC 31 10 27 AM '85
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
CHARLIE GREEN
CLERK OF CIRCUIT COURT

This document prepared by:

Marquis Property Management
K.R. Kreiger
6535 Mcgregor Blvd. #23
Fort Myers, Florida 33907

Official Records BK 03912 PG 1739

OR2109 PG3548

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRUCTIONS
FOR BY-LAWS of
THE DUNES AT SANIBEL ISLAND
LEE COUNTY, FLORIDA

2748338

WITNESSETH:

WHEREAS, the homeowners association of that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and amended on July 12, 1982, recorded at Official Record Book 1629, Page 981; and amended on December 31, 1985, recorded at Official Record Book 1821, Page 2014; and

WHEREAS, in accordance with Section 26 of the aforementioned Restriction, has the power to modify and amend same with notice and has on several previous occasions amended or modified the restrictions; and

WHEREAS, the homeowners association officially known as THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized and filed on September 9, 1981, with the Secretary of State of the State of Florida; and

WHEREAS, a meeting of the homeowners association was called on March 27, 1989, to consider this amendment; and

WHEREAS, the vote of responding members was in excess of the required 66 2/3% vote for radification, be it known by all men that the following amendments have been adopted by the homeowners association.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

Article XI. Fines Against Home Owner, or its Occupant, Licensee, or Invitee.

The Board of Directors of the Association may levy fines against a home owner for the failure of said home owner, its occupant, licensee, or invitee, to comply with any provision of the Declaration of Covenants and Restrictions and By-Laws of The Villages at The Dunes Homeowner's Association, Inc. as attached and incorporated as part of this Article. Said fine will be fifty dollars ($50.00) for each separate violation and may not be levied until the home owner has been given reasonable notice and an opportunity for a hearing before the Board of Directors. The home owner will be given a period of thirty (30) days in which to correct the violation, said period to begin at the date of the notice or at the date of the decision of the Board of Directors following a hearing, whichever is the latest. The home owner may request from the Board of Directors, in writing, one extension of an additional thirty (30) days to correct the violation.

If after the period of time allowed for correction of the violation, the violation is not corrected, the fine will be levied and written demand for payment of the fine will be delivered to the home owner at both the address of the property involved and also at the residence of the home owner, if said address is not the same address as the property subject to the fine. The home owner will have thirty (30) days in which to pay the fine.

If the fine is not paid within the required thirty (30) days, the Board of Directors will file a lien with the Clerk of the Circuit Court of Lee County, State of Florida, against the property and the home owner. The amount of the lien will be the fine plus all costs of filing said lien.

The filing of the lien will not preclude another, separate action, under this Article to have the violation corrected.

This fine is provided to insure that the Association ownership can control the use and upkeep of the property, so it will not detract from the nature of the community.

Official Records BK 03912 PG 1740

IN WITNESS WHEREOF the undersigned being representatives of the homeowners association has caused its seal to be hereunto affixed and these present to be signed by its officers thereunto duly authorized this day 8th of November, 1989.

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC. by

Thomas G. Judson
President

Martha A. Cullen

AFFIX CORPORATE SEAL

STATE OF FLORIDA)
)
COUNTY OF LEE)

I hereby certify that on this day before me THOMAS G. JUDSON, President of the VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., duly authorized in the state and county aforesaid to take acknowledgments, personally appeared before me to be known to me as the person described above and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 8th day of November, 1989.

My Commission expires:

Suzanne E. Christiansen
Notary Public

Notary Public
State of Florida at Large
My Commission Expires July 14, 1992

OR2109 PG3549

This document prepared by:

Mariner Property Management
K.R. Kreiger
13451-26 McGregor Blvd.
Fort Myers, Florida 33919

CHARLIE GREEN LEE CTY FL
89 NOV 16 PM 3:37

Official Records BK 03912 PG 1741

15.00

2849931

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
THE DUNES AT SANIBEL ISLAND
LEE COUNTY, FLORIDA

OR2151 PG1159

WITNESSETH:

WHEREAS, the homeowners association of that certain subdivision known as the DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit of Lee County, Florida, in Plat Book 29, Page 7; and

WHEREAS, a Declaration of Restrictions ("Restrictions") for the DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and amended on July 12, 1982, recorded at Official Record Book 1629, Page 981; and amended on December 31, 1985, recorded at Official Record Book 1821, Page 2014; and

WHEREAS, in accordance with Section 26 of the aforementioned Restriction, has the power to modify and amend same with notice and has on several previous occasions amended or modified the restrictions; and

WHEREAS, the homeowners association officially known as THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized and filed on September 9, 1981, with the Secretary of State of the State of Florida; and

WHEREAS, a meeting of the homeowners association was called on March 4, 1990, to consider this amendment; and

WHEREAS, the vote of responding members was in excess of the required 66 2/3% vote for ratification, be it known by all men that the following amendments have been adopted by the homeowners association.

Article I, Subsection C. "Common Area" shall be amended in part to read as follows:

"Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B described upon and depicted upon Exhibit "A" attached hereto and made a part hereof."

Article VI, Section 1.a. - Common Areas - is amended in part to read as follows:

"Lot B of The Dunes at Sanibel Island, Plat book 33, Page 89, less and except that part of Lot be described upon and depicted upon Exhibit "A" attached hereto and made a part hereof."

IN WITNESS WHEREOF the undersigned being representatives of the homeowners association has caused its seal to be hereunto affixed and these present to be signed by its officers thereunto duly authorized this 17th day of May, 1990.

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC. by

Marti Cullen
Witness

Robert Lauer
Witness

Robert J. Healey, President

AFFIX CORPORATE SEAL

STATE OF FLORIDA)
)
COUNTY OF LEE)

RECORDERS MEMO:
COLOR OF INK USED TO SIGN/PREPARE DOCUMENT UNSATISFACTORY FOR REPRODUCTION FROM FILM

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: Kay Tanner, D.C.

Official Records BK 03912 PG 1742

I hereby certify that on this day before me ROBERT J. HEALEY, President of the VILLAGES AT THE DUNES HOMEOWNERS, ASSOCIATION, INC., duly authorized in the state and county aforesaid to take acknowledgments, personally appeared before me as the person described above and who executed the foregoing instrument as president of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and seal in the county and state last aforesaid this 17th day of May, 1990.

My Commission expires:

Suzanne S. Christiansen
Notary Public

Notary Public
State of Florida at Large
My Commission Expires July 14, 1992

This document prepared by:

Mariner Property Management
S.E. Christiansen
13451-26 McGregor Blvd.
Fort Myers, Florida 33919

OR2151 PG1160

OR2151 PG1161

CHARLIE GREEN LEE CTY FL

90 MAY 24 AM 8:55

EXHIBIT A

THIS IS NOT A SURVEY

DESCRIPTION
PART OF LOT "B"
PHASE II, THE DUNES AT SANIBEL ISLAND
SECTION 19, T. 46 S., R. 23 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Lot "B", Phase II, The Dunes at Sanibel Island, Plat Book 33 at Page 89, Lee County Records in Section 19, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida which tract or parcel is described as follows:

Beginning at the westerlymost corner of said Lot "B" run S 79° 22' 12" E along the line common to Lots 1 and "B" for 57.11 feet; thence run S 46° 29' 16" E along said common line for 165.30 feet; thence run S 88° 02' 09" E for 75.24 feet to an intersection with a southeasterly line of said Lot "B"; thence run S 41° 52' 51" W along said southeasterly line for 17.00 feet to a point of curvature; thence run southwesterly and westerly along the arc of a curve to the right of radius 208.00 feet (delta 47° 00' 00") (chord 159.98 feet) (chord bearing S 65° 22' 51" W) for 164.00 feet to a point of tangency; thence run S 88° 52' 51" W for 37.10 feet to a point of compound curvature; thence run northwesterly along the arc of a curve to the right of radius 25.00 feet (delta 90° 24' 21") (chord 35.27 feet) (chord bearing N 50° 49' 58" W) for 39.60 feet to the Point of Beginning.

Containing 13,481 square feet more or less.

Bearings hereinabove mentioned are based on said record plat.

SKETCH TO ACCOMPANY DESCRIPTION
PART OF LOT "B"
PHASE II, THE DUNES AT SANIBEL ISLA
(PLAT BOOK 33, PAGE 89, LEE COUNTY RECORDS)
SECTION 19, TWP. 46 S., RGE. 23 E.
TY OF SANIBEL, LEE COUNTY, FLORIDA

Official Records BK 03912 PG 1743

Official Records BK 03912 PG 1744

INSTR # 5426642
OR BK 03630 PG 1875
RECORDED 04/24/2002 09:13:57 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 163.50
DEPUTY CLERK P Johnston

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS THE DUNES AT SANIBEL ISLAND A/K/A THE VILLAGES AT THE DUNES

AMENDED AND RESTATED ARTICLES OF INCORPORATION AMENDED AND RESTATED BY-LAWS AMENDED AND RESTATED ARCHITECTURAL PLANNING CRITERIA THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership by written consent of sufficient percentage of voting interests of the Association . The original Declaration of Covenants and Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197; and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161, of the Lee County Public Records.

The Property encompassed by the Declaration of Covenants and Restrictions is described at Plat Book 29, Pages 7 through 12; Plat Book 33, Pages 89 through 90; Plat Book 34 Pages 39 through 40 and 104-114 of the Lee County Public Records.

The Amended and Restated Declaration of Covenants and Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes is attached hereto. The Amended and Restated Articles of Incorporation of The Villages at the Dunes Homeowner's Association, Inc. are attached

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

ad Exhibit "A". The Amended and Restated By-Laws of The Villages at the Dunes Homeowner's Association, Inc. are attached as Exhibit "B". The Site Plan of The Dunes is attached as Exhibit "C". The Amended and Restated Architectural Planning Criteria of The Villages at the Dunes Homeowner's Association, Inc. are attached as Exhibit "D". The Rules and Regulations of the Association are not herewith recorded. The Rules and Regulations may also be further amended without recordation of said changes in the public records. The current version of the Rules and Regulations are available from the Association for interested parties.

WITNESSES:
(TWO)

Robert B Davison
Signature
Robert B Davison
Printed Name

Marilyn Gary
Signature
Marilyn Gary
Printed Name

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

BY: Earl Sawin
Earl Sawin, President

Date: April 11, 2002

(CORPORATE SEAL)

ATTEST: Richard J. Gadien
Richard J. Gadien, Secretary

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

Official Records BK 03912 PG 1746

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by Earl Sawin as President of The Villages at the Dunes Homeowner's Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Bonnie S. Moore
Notary Public

Bonnie S. Moore
Printed Name

My commission expires: _____

182004_1.DOC

Bonnie S Moore
My Commission CC754990
Expires June 28, 2002

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

Official Records BK 03912 PG 1747

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND
A/K/A THE VILLAGES AT THE DUNES

LEE COUNTY, FLORIDA

THIS DECLARATION, made by the VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., referred to as Association.

W I T N E S S E T H:

WHEREAS, Association, is the governing Homeowner's Association for that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34 Pages 39-40 and 104-114, and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197; and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161; and

WHEREAS, the Association, in accordance with Section 26 of the aforementioned Restrictions, has the power to modify and amend same; and

WHEREAS, the Association and the members of Association are the exclusive owners in fee simple of the property described in Exhibit "C" hereto, situated and being in Lee County, Florida; and

WHEREAS, Association is desirous that this Amended and Restated Declaration be construed to create a covenant running with the land;

Official Records BK 03912 PG 1748

NOW THEREFORE, the Association, on behalf of the property owners states that the real property subject to the Restatement of the Covenants and Restrictions as amended and the real property described above and/or as depicted in Exhibit "C" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

Section 1. **"Association"** shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida not for profit corporation.

Section 2. **"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.

Section 3. **"Common Areas"** shall mean or refer to those areas of real property designated on recorded plats as follows:

Entrance Islands, The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; and

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land as depicted on Exhibit "A" to the Amendment to the Declaration of May 17, 1990 recorded in Official Records Book 2151, Page 1161; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40,

all of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public.

Section 4. **"Duplex Unit"** shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

Section 5. **"Dwelling Unit"** shall mean a structure which shall contain one (1) unit as a single family residence or Duplex where the intention is that it be utilized for residential use.

Section 6. **"Lot"** shall mean or refer to any plot of land subdivided for residential use shown on any subdivision map of the Properties as amended together with any and all improvements

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thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined above.

Section 7. **"Owner"** shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

Section 8. **"The Villages at The Dunes Property or Properties"** shall mean or refer to all such existing properties as are subject to this Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Pages 7-12, and the property annexed thereto by the recordings at Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40; and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV. PROPERTY RIGHTS

Section 1: Members Easement and Enjoyment. Subject to the provisions of Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot.

Section 2: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas; and the rights of such mortgagees in such properties shall be subordinate to the rights of the Owners hereunder.

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b) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part of the Property.

f) The right of the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Membership. Each Owner hereby agrees that he will become a Member of the Association concurrent with the purchase of a Lot in the Villages at the Dunes and to maintain his membership in good standing and be guided by the restrictions of the Association, as contained in Article VIII herein, so long as he is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association.

Section 4: Common Areas. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas and easements, which will be owned and/or maintained by the Association for the private use and benefit of the Owners.

Section 5: Lien and Personal Obligation of Assessments. Each Owner shall hereby covenant and agree to pay the Association an annual assessment of charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest

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rate allowed by the laws of the State of Florida but not more that eighteen (18) percent per annum and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at the Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

Section 8: Special Assessments. Special assessments shall be limited to the amount of the annual assessment. No special assessment can be passed without a two-thirds (2/3rds) affirmative vote of the members of the Association.

ARTICLE VI. LAND USE

Section 1. The Properties shall be used exclusively for single family residences and duplexes except for the following tracts depicted on Exhibits "C" and "E" and as indicated on the following plats:

Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

a. Common Areas.

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land depicted on Exhibit "A" to the Amendment to the Declaration, Official Records Book 2151, Page 1161. See Exhibit "E" to this Restatement.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B, C, and D of Greenwood Village at The Dunes, Plat Book 34, Page 40, and the entry between Bailey Road and Sand Castle road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

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b. **Preservation Areas.**

Tracts B, E, F, G, and P of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

c. **Golf Course.**

Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

d. **Amenity and Maintenance Areas.**

Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

e. **Lakes.**

Tracts A, D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114, Horseshoe Lake of the Dunes at Sanibel Island, Plat Book 33, Pages 89-90.

All of the Public Records of Lee County, Florida.

Section 2. No unlawful or improper use shall be made of any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except dogs, cats or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time, unless during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot,

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1: Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (ARB) which shall consist of two or more members of the Association, one of whom shall be a member of the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of maintaining a uniform quality community, the association reserves the right to approve or disapprove without limitation: any new dwelling, be it duplex or single family; any change to an existing Dwelling

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Unit which alters the footprint of such Dwelling Unit; or any fence, swimming pool, or tennis court.

Section 3: Powers and Duties of the Architectural Review Board.

a. The ARB shall have the power to recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association.

b. The ARB shall have the power to require submission to the ARB of one complete set of all plans and specifications for any construction as defined in Section 2.

c. There shall be no fee for architectural review.

d. Any person desiring approval of any plans or specifications should contact the Managing Agent of the Association. Approval or disapproval by the ARB shall only be evidenced by a written instrument executed by at least one (1) member of the ARB, provided, however, that should the ARB fail to act upon any submission to it within forty-five (45) days from the receipt thereof by the ARB, such inaction shall be deemed approval of the submission. In the event that the ARB disapproves any proposed structure or exterior change or alteration, the ARB shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS

Section 1 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas. Certain television, satellite, or other antenna systems may be erected or installed on Lots or Dwelling Units subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.

- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than

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twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

Safety Requirements. To safeguard the safety of the members in the Community, it shall be the obligation of the Lot Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. A Lot Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the property or to persons or other property.

All other antennae, masts, aerials, and reception or transmittal devices shall be subject to the prior approval of the ARB.

Section 2 Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Clothes Drying Area. Any portion of a Lot used as a drying or hanging area for laundry, shall be concealed behind a screened area to be approved by the ARB.

Section 4: Landscaping. All shrubs, trees, grass, mulch, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than ninety (90) days following occupancy of, or completion of, any building, whichever occurs first. All portions of lots not improved with structures or paving shall be kept as lawns or grass or mulch except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without

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the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and weed removal.

Section 5: Utilities All Lot Owners shall hook up to available water, sewer, and electrical facilities and pay customary charges for connection and usage fees.

Section 6: Parking and Garage Areas. All Dwelling Units must provide at least a one car covered parking space plus additional off-street parking areas for at least two vehicles, unless otherwise approved by the ARB.

Section 7: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or lots or common areas.

Section 8: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on his lot outside of the building except as approved by the ARB.

Section 9: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 10: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and their structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 11 Motor Boats, Docks. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s). No docks or other structures or apparatus may be constructed on or adjacent to lakes.

Section 12: Filling of Lots. No lot which abuts any waterway or Common Area shall be altered in size by filling or excavating of such waterway or Common Area. No fill may be placed on any lot without the prior approval of the ARB.

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Section 13: Construction in Progress - Time Limits. When the construction of any building is once begun, work must be pursued diligently and completed within one year, except in cases of hardship as defined in Section 10.

Section 14: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Board of Directors.

Section 15: Signs. No commercial signs of any kind, other than those advertising the owner's house "For Rent" or "For Sale", or the owner's Lot "For Sale", shall be erected on any Lot; nor shall any such sign be placed in or on any vehicle, equipment, or material on any Lot; nor shall any such sign be attached to or otherwise appear from any structure, vehicle or equipment, or material on any Lot, without approval of the ARB or as may be required for legal proceedings. Moreover, any signs advertising an owner's house for sale or rent, or an owner's Lot for sale, must comply with the appropriate Sanibel City Codes, Ordinances or other Regulations regarding the size, nature and placement of such signs. In no case shall any such sign be placed in a manner other than that wherein the face of the sign runs parallel to the street on which the owner's advertised property is located.

Section 16: Multiple Lots and Subdivisions. Two or more adjacent lots may be used as a single building site with the approval of the ARB. However, such site may not be subdivided without the written consent of the Board, and no single lot may be subdivided under any circumstances.

Section 17: Building Elevation. The finished first floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may exceed. The maximum building elevation is not to exceed thirty-five (35) feet above mean sea level. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community.

Section 18: Violation of Restrictions. The Association or any owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association, including but not limited to attorney's fees, shall be chargeable to the Owner of the Lot violating these covenants and

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restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 19: Non-enforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment or court order shall in no way affect any of the remaining restrictions and covenants which shall remain in full force and effect.

Section 20: Duration of Restrictions and Right to Modify The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2010, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the votes has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may also be amended or restated by an instrument signed by the Association affirming that Owners holding not less than two-thirds (2/3) of the votes have approved said amendment or restatement. Any amendment must be properly recorded to be effective.

Section 21: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time.

Section 22: Architectural Control - Notice of Transfer. Upon the sale of a Lot within the subdivision the holder of title of the parcel of land shall notify the homeowners association within thirty (30) days of the time of conveyance.

ARTICLE IX. STORM DRAINAGE

Pursuant to the requirements of that certain permit from the South Florida Water Management District, dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. In order to carry out its responsibilities, the Association shall have perpetual access easements across the property subject to the Restrictions, more particularly described in those certain plats of The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and 104-114, of the Public Records of Lee County.

ARTICLE X. PARTY WALL

Section 1: Common Walls. The common walls shared by the Dwelling Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the

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perpetual benefit of and use by the Owner, including his heirs, assigns, successors and grantees, of each such Dwelling Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages can not be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his Dwelling Unit; what proportion of the repair or replacement expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3 Structural Changes. The Owner of any Dwelling Unit sharing a party wall with the adjoining Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 4: Use of Party Wall. The Owner of any such Dwelling Unit shall have the right to the full use of said party walls for whatever purpose he chooses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Dwelling Unit or his enjoyment of said walls or in any manner impair the value of said walls.

Section 5: Covenants. Each common wall to be constructed is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owners property.

Section 7: Dispute. The Association shall have the right and privilege to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter shall be submitted to the Board of Directors and the decision of the majority of the Board of Directors shall be final and conclusive of the question involved.

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ARTICLE XI. FINES AGAINST HOMEOWNER OR ITS OCCUPANT, LICENSEE, OR INVITEE

The Board of Directors of the Association may levy fines against a homeowner for the failure of said homeowner, its occupant, licensee, or invitee, to comply with any provision of the Declaration of Covenants and Restrictions, By-Laws and Architectural Planning Criteria of The Village at The Dunes Homeowner's Association, Inc. as attached and incorporated as part of this Declaration. Said fine will be a maximum of one hundred dollars ($100.00) for each separate violation, not to exceed five hundred dollars ($500.00) for an ongoing violation and may not be levied until the homeowner has been given reasonable notice and an opportunity for a hearing before the Board of Directors and a committee as required by law. If a fine is levied at the hearing, if one has been requested, or levied without a hearing if no hearing is requested, the homeowner will be given a period of thirty (30) days in which to correct the violation, said period to begin at the date of the notice or at the date of the decision of the Board of Directors following a hearing, whichever is the latest. The homeowner may request from the Board of Directors, in writing, one extension of any additional thirty (30) days to correct the violation.

If after the period of time allowed for correction, the violation is not corrected, the fine will be levied and written demand for payment of the fine will be delivered to the homeowner, at the same address as the property subject to the fine. The homeowner will have thirty (30) days in which to pay the fine.

If the fine is not paid within the required thirty (30) days, the Board of Directors will file a lien with the Clerk of the Circuit Court of Lee County, State of Florida, against the property and the homeowner. The amount of the lien will be the fine plus all costs (including attorney's fees) of filing said lien. The lien may be foreclosed in the manner as the lien for assessments. The filing of the lien will not preclude another separate action under this Article to have the violation corrected.

This fine is provided to insure that the Association ownership can control the use and upkeep of the property under its stewardship, so that it may preserve the beauty and ambiance of the community.

ARTICLE XII MISCELLANEOUS

The matters contained in the Declaration of Restrictions and amendments thereto are hereby reaffirmed to the extent that they do not conflict with the provisions of this Amended and Restated Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Declaration of Restrictions or any amendments thereto, and such documents shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

WITNESSES: (TWO)

Robert S. Davison
Signature
Robert B. Davison
Printed Name

Marilyn Gary
Signature
Marilyn Gary
Printed Name

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

BY: Earl Sawin
Earl Sawin, President

Date: April 11, 2002

(CORPORATE SEAL)

ATTEST: Richard J. Gadzin
Richard J. Gadzin, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by Earl Sawin as President of The Villages at the Dunes Homeowner's Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Bonnie S. Moore
Notary Public

Bonnie S. Moore
Printed Name

My commission expires: _____

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Bonnie S Moore
My Commission CC754990
Expires June 28, 2002

Exhibit "B-9"
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EXHIBIT "A"

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-For-Profit Corporation)

Pursuant to Chapter 617, Florida Statutes, the undersigned Florida not for profit corporation adopts the following Amended and Restated Articles of Incorporation:

ARTICLE 1

NAME

The name of this Corporation shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association exists is to provide an entity pursuant to the Declaration of Covenants and Restrictions ("Declaration") of THE VILLAGES AT THE DUNES, recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

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3.1 The Association shall have all of the common law and statutory powers of a not-for-profit corporation not in conflict with the terms of these Articles, including, but not limited to, the following:

a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the Common Areas.

d. To purchase insurance upon the Common Areas and insurance for the protection of the Association.

e. To reconstruct improvements after casualty and the further improvements of the Common Areas.

f. To make and amend reasonable regulations with respect to the use of the Common Areas and other business of the Association pursuant to the Declaration, provided, however that all such amendments to the regulations shall not become effective until approved by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire Membership of the Association.

g. To enforce by fines or by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, the Architectural Planning Criteria and the Regulations for use of the Common Areas.

h. To contract for the management of the Common Areas, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.

i. To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, and to lease portions of the Common Areas as may be required for the best interests of the Association.

j. To employ personnel to perform the services required for the proper operation of the Common Areas.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

Official Records BK 03912 PG 1763

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of Membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the Membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to voting rights as set forth in Article III, Section 2, of the Declaration.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

5.2 Directors of the Association shall be elected for a three (3) year term at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

Official Records BK 03912 PG 1764

ARTICLE 7

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in a legal action to which he may be a party or in which he may become involved by reason of his being or having been a Director of Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance of or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which Director of Officer may be entitled pursuant to Florida law or by agreement with any other party.

ARTICLE 8

AMENDMENTS & RESTATEMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment or restatement is to be considered and such notice shall be delivered to each Member at least twenty (20) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment or restatement may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

a. Such approvals must be by not less than sixty six and two thirds percent (66 2/3%) of the votes of the entire Membership of the Association for adoption or as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members and the joinder of all record owners or mortgages upon all Lots. No amendment or restatement shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment or restatement shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

ARTICLE 10

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

10.1 Each Owner in THE VILLAGES AT THE DUNES shall pay to the Association his prorata share of: (1) annual assessments or charges, and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time as provided in the Declaration. Each such assessment, together with such interest thereon and costs of collection thereof as is provided in the Declaration shall also be the personal obligation of the Owners of each Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for improvements, maintenance or charges by the total number of Lots in the Properties.

10.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' uses and enjoyment of the Common Areas and any structures thereon, including but not limited to the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

10.3 The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year.

10.4 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Membership as provided for in the Declaration.

10.5 Date of Commencement of Annual and Special Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment as provided by the Board of Directors.

10.6 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien: Remedies of the Association. If the assessments are not paid on the date when due, then such

Official Records BK 03912 PG 1766

assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the Lot which shall run with the land. Such lien for unpaid assessments shall be subordinate and interior to a mortgage executed and recorded in the public records prior to a notice or a claim of lien being filed in the public records by the Association. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said Lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

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CERTIFICATE DESIGNATING PLACE OF BUSINESS

OF DOMICILE FOR THE SERVICE OF PROCESS

WITHIN FLORIDA, NAMING AGENT

UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 617.023, FLORIDA STATURES, THE FOLLOWING IS SUBMITTED:

FIRST: THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS AT SANIBEL, STATE OF FLORIDA, HAS NAMED **CAROL PAPPAS**, LOCATED AT 703 TARPON BAY ROAD, SANIBEL FLORIDA 33957, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

DATED: APR. 11, 2002

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

DATED: APR. 11, 2002

Carol Pappas

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Official Records BK 03912 PG 1768

EXHIBIT "B"

BY-LAWS

OF

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-for-Profit Corporation)

ARTICLE ONE

ORGANIZATION

Section 1. The name of this organization shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

Section 2. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

Section 3. The organization may at its pleasure, by a vote of the membership body, change its name.

Section 4. All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration of Covenants and Restrictions ("Declaration") recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto.

Section 5. The principal office of the Association shall be located at 703 Tarpon Bay Road, Sanibel, Florida 33957, unless changed by the Board.

ARTICLE TWO

MEMBERSHIP AND VOTING

Any voting rights of the Membership of the Association shall be determined by the provisions of the Declaration and the Articles of Incorporation ("Articles").

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ARTICLE THREE

MEETINGS

The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed to every Member in good standing at his address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fifteen (15) days prior to the meeting.

Unless otherwise provided in the Declaration or the Articles, the presence of not less than thirty percent (30%) of the votes of the Membership either in person or by proxy shall constitute a quorum and shall be necessary to conduct the business of the Association, but a lesser number may adjourn the meeting for a period or not more than ninety (90) days from the date scheduled and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed to all Members at their addresses as they appear in the Membership roll book at least fifteen (15) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of eighty percent (80%) of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing at least twenty (20) days before the requested meeting date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE FOUR

ORDER OF BUSINESS

1. Roll Call
2. Reading of the minutes of the preceding meeting
3. Reports of Committees
4. Reports of Officers
5. Old and Unfinished Business
6. New Business
7. Adjournment

Official Records BK 03912 PG 1770

ARTICLE FIVE

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors.

Section 1. In the event that a majority of the votes of the Membership does not provide otherwise, the business of the Association shall be managed by the Board of Directors of the Association. The use of the phrase "whole Board" herein refers to the total number of Directors which the Association would have if there were not vacancies.

Section 2. A Director shall be a member but need not be a citizen of the United States, or a resident of the State of Florida. The number of Directors constituting the whole Board shall be fixed from time to time by action of the Membership.

Section 3. In the interim, between annual meetings of the Membership or special meetings of the Membership called for the election of Directors and/or for the removal of one or more Directors and for the filling of any vacancy in that connection, newly created Directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, although less than a quorum, or by the sole remaining Director. Directors who are seated to fill vacancies and newly created Directorships, shall hold office for the unexpired term of the seat they are filling, and shall be appointed by the Board.

Section 4. Any Director of the Association may resign at any time by giving his written resignation to the President or Vice President or Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper. The Board shall have the power to contract for service for and on behalf of some or all members of the Association and cause assessments to be charged to some or all members of the Association for payment of the services as contracted.

(a) Meetings shall be held at such time as the Board of Directors shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

(b) The meetings shall be held at such place within or out of the State of Florida as shall be fixed by the Board.

Official Records BK 03912 PG 1771

(c) No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President, or of a majority of the Directors in office.

(d) No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other manner of notice of the time and place shall be given for special meetings at least two (2) days in advance, except in the event of an emergency. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein, or who attend the meeting.

(e) A majority of the whole Board shall constitute a quorum except when a vacancy or vacancies prevent such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that such majority shall constitute at least one third (1/3) of the whole Board. A majority of the Directors present, may adjourn a meeting to another time and place. Except as herein otherwise provided by the laws of the State of Florida, the act of the Board shall be the act by vote of a majority of the Directors present at a meeting of such Board or committee or in a conference telephone call if persons participating in the meeting can hear each other. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the laws of the State of Florida and these Bylaws which govern a meeting of Directors held to fill the vacancies and newly created Directorships in the Board.

(f) Notice of Board meetings, and those committee meetings required by statute, shall be open to all Members and subject to the prosing requirements of law. Notice of regular scheduled meetings need not be mailed or posted if the schedule of meetings has been published to the Members by Newsletter or other similar notice, in compliance with law.

(g) The Chairman of the Board, if any, and if present and acting, shall preside at all meetings. Otherwise, the Vice Chairman of the Board, if any, and if present and acting, or the President, if present and acting, or any other Director chosen by the Board, shall preside.

Section 6. Any or all of the Directors may be removed for cause at any time by vote of the Membership owning a majority of the lots, at any special meeting called for that purpose.

Section 7. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors in the management of the business and affairs of the Association, may authorize the seal of the Association to be affixed to all papers which may require it. In the absence of any disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Official Records BK 03912 PG 1772

Section 8. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX

OFFICERS

The Directors shall elect a President, a Secretary, and a Treasurer, and may elect a Chairman of the Board of Directors, a Vice Chairman thereof, and one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers, and may elect or appoint such other officers and agents as are desired. Any number of offices may be held by the same person and failure to elect a President, Secretary or Treasurer shall not affect the existence of this Association.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of Membership and until his successor has been elected and qualified. Any officer may resign at any time and upon written notice.

Section 1. The President shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association, except as otherwise prescribed by the Board. He shall preside at all meetings of the Membership and the Board of Directors, except that if there shall be a Chairman of the Board, such Chairman shall preside at meetings of the Board of Directors.

Section 2. Each Vice President shall have the powers and duties as may be prescribed from time to time by the President. In the event of incapacity of the President, a Vice President designated by the Board of Directors shall perform such duties of the President as the Board of Directors shall prescribe.

Section 3. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Membership and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice to the members of the Board of Directors of all meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall keep in safe custody the seal of the corporation.

Section 4. The Treasurer shall have the custody of the corporate funds and securities and shall keep full an accurate account of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the

Official Records BK 03912 PG 1773

financial condition of the Association. He shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of this office, and for the restoration to the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE SEVEN

SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees or independent contractors which they in their discretion may determine to be necessary in the conduct of the business of the Association.

ARTICLE EIGHT

COMMITTEES

All committees of the Association shall be appointed by the Board of Directors and their term of office and duties shall be as prescribed by the action of the Board of Directors.

ARTICLE NINE

AMENDMENTS

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. These Bylaws may be altered, amended, restated, repealed or added to by an alternative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote of the Members voting, in person, by proxy or in writing, setting forth the items of these Bylaws to be amended.

ARTICLE TEN

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Annual assessments or charges, and special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time are as provided in the Declaration. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon

the Lot against which such assessment is made. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage and executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Each such assessment, together with interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the persons owning such Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for the improvements, maintenance or charges by the total number of Lots in the Properties.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners use and enjoyment of the Common Areas and any structures thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Members as provided in the Declaration.

The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period.

Effect of nonpayment of assessment shall be as described in the Declaration and Articles of Incorporation of the Association.

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Official Records BK 03912 PG 1775

EXHIBIT "C"

OFF REC 1440 PG 507

Official Records BK 03912 PG 1776

EXHIBIT "D"

RESTATEMENT OF THE

ARCHITECTURAL PLANNING CRITERIA

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

The Association has appointed a committee to be known as the Architectural Review Board ("ARB") to act in accordance with the duties and obligations imposed upon said committee by the Restatement of the Declaration of Covenants and Restrictions for THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. The Board of Directors of the Association upon recommendation of the ARB does hereby adopt the following Architectural Planning Criteria:

1. **Building Construction:** No building shall be erected, altered or placed on any lot in THE VILLAGES AT THE DUNES other than either one detached single family dwelling containing not less than 1,200 square feet of livable enclosed floor area, or one duplex unit containing not less than 750 square feet (per side) of livable enclosed area. Livable enclosed floor area shall be exclusive of garages, carports, terraces, decks or porches (unless screened in and covered by a roof which is any integral part of the roof line of the main dwelling). This size limitation may be raised or lowered as deemed necessary with approval of the ARB.

2. **Driveways:** All dwellings shall have a paved driveway of stable and permanent construction of either concrete, asphalt, shell, stone or similar suitable material at the entrance to the parking area, unless exempted by the ARB. There must be room for two cars to park in the driveway.

3. **Games and Play Structures:** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the comer lots within the set back lines. No platform, doghouse, playhouse, or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon.

4. **Fences and Walls:** The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any.

5. **Swimming Pools and Tennis Courts:** Any swimming pool, spa, hot tub or tennis court to be constructed on any lot shall be subject to requirements of the ARB, which include but are not limited to the following:

A. The outside edge of any pool wall cannot be closer than 4 feet to a line extended and aligned with the side wall of the dwelling unless approved by the ARB.

Official Records BK 03912 PG 1777

B. Location and construction of tennis or badminton courts must be approved by the ARB.

C. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

D. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both front and side as required by the ARB. It shall be the intent of the ARB that any such area be screened from public view.

6. **Sight Distances at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot, nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines as per City of Sanibel Ordinance.

7. **Utility Connections:** Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner acceptable to the governing utility.

8. **Compliance With Governmental Regulations:** It should be noted that the ARB assumes no liability for insuring compliance with any applicable governmental regulations or requirements.

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EXIBIT "E"

OR BOOK 03630 PAGE 1909

OR2151 PG1161

CHARLIE GREEN CLK CIR CT FL

90 MAY 24 AM 8:55

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION

PART OF LOT "B"

PHASE II, THE DUNES AT SANIBEL I&L

(PLAT BOOK 33, PAGE 89, LEE COUNTY RECORDS

SECTION 19, TWP. 46 S., RGE. 23 E.

CITY OF SANIBEL, LEE COUNTY, FLORIDA

Official Records BK 03912 PG 1779

EXHIBIT "F"

REC 1629 PG 980

PARTY WALL SECTION

SEP 11 14 PM
RECORDED
LEE COUNTY
RECORD VERIFIED

INSTR # 5426642
OR BK 03630 PG 1875
RECORDED 04/24/2002 09:13:57 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 163.50
DEPUTY CLERK P Johnston

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS THE DUNES AT SANIBEL ISLAND A/K/A THE VILLAGES AT THE DUNES

AMENDED AND RESTATED ARTICLES OF INCORPORATION AMENDED AND RESTATED BY-LAWS AMENDED AND RESTATED ARCHITECTURAL PLANNING CRITERIA THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership by written consent of sufficient percentage of voting interests of the Association . The original Declaration of Covenants and Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197; and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161, of the Lee County Public Records.

The Property encompassed by the Declaration of Covenants and Restrictions is described at Plat Book 29, Pages 7 through 12; Plat Book 33, Pages 89 through 90; Plat Book 34 Pages 39 through 40 and 104-114 of the Lee County Public Records.

The Amended and Restated Declaration of Covenants and Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes is attached hereto. The Amended and Restated Articles of Incorporation of The Villages at the Dunes Homeowner's Association, Inc. are attached

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

ad Exhibit "A". The Amended and Restated By-Laws of The Villages at the Dunes Homeowner's Association, Inc. are attached as Exhibit "B". The Site Plan of The Dunes is attached as Exhibit "C". The Amended and Restated Architectural Planning Criteria of The Villages at the Dunes Homeowner's Association, Inc. are attached as Exhibit "D". The Rules and Regulations of the Association are not herewith recorded. The Rules and Regulations may also be further amended without recordation of said changes in the public records. The current version of the Rules and Regulations are available from the Association for interested parties.

WITNESSES:
(TWO)

Robert B. Davison
Signature
Robert B. Davison
Printed Name

Marilyn Gary
Signature
Marilyn Gary
Printed Name

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

BY: Earl Sawin
Earl Sawin, President

Date: April 11, 2002

(CORPORATE SEAL)

ATTEST: Richard J. Gadien
Richard J. Gadien, Secretary

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by Earl Sawin as President of The Villages at the Dunes Homeowner's Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Bonnie S. Moore
Notary Public

Bonnie S. Moore
Printed Name

My commission expires: _____

182004_1.DOC

Bonnie S Moore
My Commission CC754990
Expires June 28, 2002

LAW OFFICES
BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FT. MYERS, FLORIDA 33907
TELEPHONE (239) 433-7707

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE DUNES AT SANIBEL ISLAND
A/K/A THE VILLAGES AT THE DUNES

LEE COUNTY, FLORIDA

THIS DECLARATION, made by the VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., referred to as Association.

W I T N E S S E T H:

WHEREAS, Association, is the governing Homeowner's Association for that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34 Pages 39-40 and 104-114, and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197; and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161; and

WHEREAS, the Association, in accordance with Section 26 of the aforementioned Restrictions, has the power to modify and amend same; and

WHEREAS, the Association and the members of Association are the exclusive owners in fee simple of the property described in Exhibit "C" hereto, situated and being in Lee County, Florida; and

WHEREAS, Association is desirous that this Amended and Restated Declaration be construed to create a covenant running with the land;

NOW THEREFORE, the Association, on behalf of the property owners states that the real property subject to the Restatement of the Covenants and Restrictions as amended and the real property described above and/or as depicted in Exhibit "C" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

Section 1. **"Association"** shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida not for profit corporation.

Section 2. **"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.

Section 3. **"Common Areas"** shall mean or refer to those areas of real property designated on recorded plats as follows:

Entrance Islands, The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; and

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land as depicted on Exhibit "A" to the Amendment to the Declaration of May 17, 1990 recorded in Official Records Book 2151, Page 1161; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40,

all of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public.

Section 4. **"Duplex Unit"** shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

Section 5. **"Dwelling Unit"** shall mean a structure which shall contain one (1) unit as a single family residence or Duplex where the intention is that it be utilized for residential use.

Section 6. **"Lot"** shall mean or refer to any plot of land subdivided for residential use shown on any subdivision map of the Properties as amended together with any and all improvements

thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Unit" as defined above.

Section 7. **"Owner"** shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

Section 8. **"The Villages at The Dunes Property or Properties"** shall mean or refer to all such existing properties as are subject to this Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Pages 7-12, and the property annexed thereto by the recordings at Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40; and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV. PROPERTY RIGHTS

Section 1: Members Easement and Enjoyment. Subject to the provisions of Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot.

Section 2: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas; and the rights of such mortgagees in such properties shall be subordinate to the rights of the Owners hereunder.

b) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.

c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

d) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.

e) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part of the Property.

f) The right of the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Membership. Each Owner hereby agrees that he will become a Member of the Association concurrent with the purchase of a Lot in the Villages at the Dunes and to maintain his membership in good standing and be guided by the restrictions of the Association, as contained in Article VIII herein, so long as he is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association.

Section 4: Common Areas. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas and easements, which will be owned and/or maintained by the Association for the private use and benefit of the Owners.

Section 5: Lien and Personal Obligation of Assessments. Each Owner shall hereby covenant and agree to pay the Association an annual assessment of charges and any special assessments for capital improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest

rate allowed by the laws of the State of Florida but not more that eighteen (18) percent per annum and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at the Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

Section 8: Special Assessments. Special assessments shall be limited to the amount of the annual assessment. No special assessment can be passed without a two-thirds (2/3rds) affirmative vote of the members of the Association.

ARTICLE VI. LAND USE

Section 1. The Properties shall be used exclusively for single family residences and duplexes except for the following tracts depicted on Exhibits "C" and "E" and as indicated on the following plats:

Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

a. Common Areas.

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land depicted on Exhibit "A" to the Amendment to the Declaration, Official Records Book 2151, Page 1161. See Exhibit "E" to this Restatement.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B, C, and D of Greenwood Village at The Dunes, Plat Book 34, Page 40, and the entry between Bailey Road and Sand Castle road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

b. **Preservation Areas.**

Tracts B, E, F, G, and P of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

c. **Golf Course.**

Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

d. **Amenity and Maintenance Areas.**

Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

e. **Lakes.**

Tracts A, D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114, Horseshoe Lake of the Dunes at Sanibel Island, Plat Book 33, Pages 89-90.

All of the Public Records of Lee County, Florida.

Section 2. No unlawful or improper use shall be made of any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except dogs, cats or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they shall be maintained on a leash at all times.

Section 3. No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time, unless during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4. No trade or business shall be conducted on any Lot,

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1: Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (ARB) which shall consist of two or more members of the Association, one of whom shall be a member of the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of maintaining a uniform quality community, the association reserves the right to approve or disapprove without limitation: any new dwelling, be it duplex or single family; any change to an existing Dwelling

Unit which alters the footprint of such Dwelling Unit; or any fence, swimming pool, or tennis court.

Section 3: Powers and Duties of the Architectural Review Board.

a. The ARB shall have the power to recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association.

b. The ARB shall have the power to require submission to the ARB of one complete set of all plans and specifications for any construction as defined in Section 2.

c. There shall be no fee for architectural review.

d. Any person desiring approval of any plans or specifications should contact the Managing Agent of the Association. Approval or disapproval by the ARB shall only be evidenced by a written instrument executed by at least one (1) member of the ARB, provided, however, that should the ARB fail to act upon any submission to it within forty-five (45) days from the receipt thereof by the ARB, such inaction shall be deemed approval of the submission. In the event that the ARB disapproves any proposed structure or exterior change or alteration, the ARB shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS

Section 1 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas. Certain television, satellite, or other antenna systems may be erected or installed on Lots or Dwelling Units subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.

- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than

twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

Safety Requirements. To safeguard the safety of the members in the Community, it shall be the obligation of the Lot Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. A Lot Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the property or to persons or other property.

All other antennae, masts, aerials, and reception or transmittal devices shall be subject to the prior approval of the ARB.

Section 2 Boats and Motor Vehicles. No boats, recreational vehicles, trucks or other non-passenger car vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any boat or motor vehicle upon any Lot except where totally isolated from public view.

Section 3: Clothes Drying Area. Any portion of a Lot used as a drying or hanging area for laundry, shall be concealed behind a screened area to be approved by the ARB.

Section 4: Landscaping. All shrubs, trees, grass, mulch, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than ninety (90) days following occupancy of, or completion of, any building, whichever occurs first. All portions of lots not improved with structures or paving shall be kept as lawns or grass or mulch except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without

the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and weed removal.

Section 5: Utilities All Lot Owners shall hook up to available water, sewer, and electrical facilities and pay customary charges for connection and usage fees.

Section 6: Parking and Garage Areas. All Dwelling Units must provide at least a one car covered parking space plus additional off-street parking areas for at least two vehicles, unless otherwise approved by the ARB.

Section 7: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or lots or common areas.

Section 8: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on his lot outside of the building except as approved by the ARB.

Section 9: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 10: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and their structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 11 Motor Boats, Docks. In order to preserve the tranquility of the community, there shall be no motor driven boats allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s). No docks or other structures or apparatus may be constructed on or adjacent to lakes.

Section 12: Filling of Lots. No lot which abuts any waterway or Common Area shall be altered in size by filling or excavating of such waterway or Common Area. No fill may be placed on any lot without the prior approval of the ARB.

Section 13: Construction in Progress - Time Limits. When the construction of any building is once begun, work must be pursued diligently and completed within one year, except in cases of hardship as defined in Section 10.

Section 14: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the Developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Board of Directors.

Section 15: Signs. No commercial signs of any kind, other than those advertising the owner's house "For Rent" or "For Sale", or the owner's Lot "For Sale", shall be erected on any Lot; nor shall any such sign be placed in or on any vehicle, equipment, or material on any Lot; nor shall any such sign be attached to or otherwise appear from any structure, vehicle or equipment, or material on any Lot, without approval of the ARB or as may be required for legal proceedings. Moreover, any signs advertising an owner's house for sale or rent, or an owner's Lot for sale, must comply with the appropriate Sanibel City Codes, Ordinances or other Regulations regarding the size, nature and placement of such signs. In no case shall any such sign be placed in a manner other than that wherein the face of the sign runs parallel to the street on which the owner's advertised property is located.

Section 16: Multiple Lots and Subdivisions. Two or more adjacent lots may be used as a single building site with the approval of the ARB. However, such site may not be subdivided without the written consent of the Board, and no single lot may be subdivided under any circumstances.

Section 17: Building Elevation. The finished first floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may exceed. The maximum building elevation is not to exceed thirty-five (35) feet above mean sea level. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community.

Section 18: Violation of Restrictions. The Association or any owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association, including but not limited to attorney's fees, shall be chargeable to the Owner of the Lot violating these covenants and

restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 19: Non-enforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment or court order shall in no way affect any of the remaining restrictions and covenants which shall remain in full force and effect.

Section 20: Duration of Restrictions and Right to Modify The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2010, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the votes has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may also be amended or restated by an instrument signed by the Association affirming that Owners holding not less than two-thirds (2/3) of the votes have approved said amendment or restatement. Any amendment must be properly recorded to be effective.

Section 21: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time.

Section 22: Architectural Control - Notice of Transfer. Upon the sale of a Lot within the subdivision the holder of title of the parcel of land shall notify the homeowners association within thirty (30) days of the time of conveyance.

ARTICLE IX. STORM DRAINAGE

Pursuant to the requirements of that certain permit from the South Florida Water Management District, dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. In order to carry out its responsibilities, the Association shall have perpetual access easements across the property subject to the Restrictions, more particularly described in those certain plats of The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and 104-114, of the Public Records of Lee County.

ARTICLE X. PARTY WALL

Section 1: Common Walls. The common walls shared by the Dwelling Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the

perpetual benefit of and use by the Owner, including his heirs, assigns, successors and grantees, of each such Dwelling Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages can not be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his Dwelling Unit; what proportion of the repair or replacement expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3 Structural Changes. The Owner of any Dwelling Unit sharing a party wall with the adjoining Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

Section 4: Use of Party Wall. The Owner of any such Dwelling Unit shall have the right to the full use of said party walls for whatever purpose he chooses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Dwelling Unit or his enjoyment of said walls or in any manner impair the value of said walls.

Section 5: Covenants. Each common wall to be constructed is to be and remain a party wall for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owners property.

Section 7: Dispute. The Association shall have the right and privilege to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter shall be submitted to the Board of Directors and the decision of the majority of the Board of Directors shall be final and conclusive of the question involved.

ARTICLE XI. FINES AGAINST HOMEOWNER OR ITS OCCUPANT, LICENSEE, OR INVITEE

The Board of Directors of the Association may levy fines against a homeowner for the failure of said homeowner, its occupant, licensee, or invitee, to comply with any provision of the Declaration of Covenants and Restrictions, By-Laws and Architectural Planning Criteria of The Village at The Dunes Homeowner's Association, Inc. as attached and incorporated as part of this Declaration. Said fine will be a maximum of one hundred dollars ($100.00) for each separate violation, not to exceed five hundred dollars ($500.00) for an ongoing violation and may not be levied until the homeowner has been given reasonable notice and an opportunity for a hearing before the Board of Directors and a committee as required by law. If a fine is levied at the hearing, if one has been requested, or levied without a hearing if no hearing is requested, the homeowner will be given a period of thirty (30) days in which to correct the violation, said period to begin at the date of the notice or at the date of the decision of the Board of Directors following a hearing, whichever is the latest. The homeowner may request from the Board of Directors, in writing, one extension of any additional thirty (30) days to correct the violation.

If after the period of time allowed for correction, the violation is not corrected, the fine will be levied and written demand for payment of the fine will be delivered to the homeowner, at the same address as the property subject to the fine. The homeowner will have thirty (30) days in which to pay the fine.

If the fine is not paid within the required thirty (30) days, the Board of Directors will file a lien with the Clerk of the Circuit Court of Lee County, State of Florida, against the property and the homeowner. The amount of the lien will be the fine plus all costs (including attorney's fees) of filing said lien. The lien may be foreclosed in the manner as the lien for assessments. The filing of the lien will not preclude another separate action under this Article to have the violation corrected.

This fine is provided to insure that the Association ownership can control the use and upkeep of the property under its stewardship, so that it may preserve the beauty and ambiance of the community.

ARTICLE XII MISCELLANEOUS

The matters contained in the Declaration of Restrictions and amendments thereto are hereby reaffirmed to the extent that they do not conflict with the provisions of this Amended and Restated Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Declaration of Restrictions or any amendments thereto, and such documents shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

WITNESSES: (TWO)

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

Robert B. Davison
Signature
Robert B. Davison
Printed Name

BY: Earl Sawin
Earl Sawin, President

Date: April 11, 2002

(CORPORATE SEAL)

Marilyn Gary
Signature
Marilyn Gary
Printed Name

ATTEST: Richard J. Gadzini
Richard J. Gadzini, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 11th day of April, 2002 by Earl Sawin as President of The Villages at the Dunes Homeowner's Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Bonnie S. Moore
Notary Public

Bonnie S. Moore
Printed Name

My commission expires: _____

174383_1.DOC

Bonnie S Moore
My Commission CC754990
Expires June 28, 2002

EXHIBIT "A"

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-For-Profit Corporation)

Pursuant to Chapter 617, Florida Statutes, the undersigned Florida not for profit corporation adopts the following Amended and Restated Articles of Incorporation:

ARTICLE 1

NAME

The name of this Corporation shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association exists is to provide an entity pursuant to the Declaration of Covenants and Restrictions ("Declaration") of THE VILLAGES AT THE DUNES, recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a not-for-profit corporation not in conflict with the terms of these Articles, including, but not limited to, the following:

a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the Common Areas.

d. To purchase insurance upon the Common Areas and insurance for the protection of the Association.

e. To reconstruct improvements after casualty and the further improvements of the Common Areas.

f. To make and amend reasonable regulations with respect to the use of the Common Areas and other business of the Association pursuant to the Declaration, provided, however that all such amendments to the regulations shall not become effective until approved by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire Membership of the Association.

g. To enforce by fines or by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, the Architectural Planning Criteria and the Regulations for use of the Common Areas.

h. To contract for the management of the Common Areas, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.

i. To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, and to lease portions of the Common Areas as may be required for the best interests of the Association.

j. To employ personnel to perform the services required for the proper operation of the Common Areas.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of Membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the Membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to voting rights as set forth in Article III, Section 2, of the Declaration.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

5.2 Directors of the Association shall be elected for a three (3) year term at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in a legal action to which he may be a party or in which he may become involved by reason of his being or having been a Director of Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance of or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which Director of Officer may be entitled pursuant to Florida law or by agreement with any other party.

ARTICLE 8

AMENDMENTS & RESTATEMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment or restatement is to be considered and such notice shall be delivered to each Member at least twenty (20) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment or restatement may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

a. Such approvals must be by not less than sixty six and two thirds percent (66 2/3%) of the votes of the entire Membership of the Association for adoption or as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members and the joinder of all record owners or mortgages upon all Lots. No amendment or restatement shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment or restatement shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

ARTICLE 10

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

10.1 Each Owner in THE VILLAGES AT THE DUNES shall pay to the Association his prorata share of: (1) annual assessments or charges, and (2) special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time as provided in the Declaration. Each such assessment, together with such interest thereon and costs of collection thereof as is provided in the Declaration shall also be the personal obligation of the Owners of each Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for improvements, maintenance or charges by the total number of Lots in the Properties.

10.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners' uses and enjoyment of the Common Areas and any structures thereon, including but not limited to the payment of taxes and insurance thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

10.3 The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year.

10.4 Special Assessments for Capital Improvements. In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Membership as provided for in the Declaration.

10.5 Date of Commencement of Annual and Special Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment as provided by the Board of Directors.

10.6 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien: Remedies of the Association. If the assessments are not paid on the date when due, then such

assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the Lot which shall run with the land. Such lien for unpaid assessments shall be subordinate and interior to a mortgage executed and recorded in the public records prior to a notice or a claim of lien being filed in the public records by the Association. The personal obligation of the then Owner to pay such assessment shall not be affected by any conveyance or transfer of title to said Lot.

If the assessment remains unpaid thirty (30) days after its due date, the assessment shall bear interest from the due date at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of collecting the same or foreclosing the lien thereof, including reasonable counsel fees.

CERTIFICATE DESIGNATING PLACE OF BUSINESS

OF DOMICILE FOR THE SERVICE OF PROCESS

WITHIN FLORIDA, NAMING AGENT

UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 617.023, FLORIDA STATURES, THE FOLLOWING IS SUBMITTED:

FIRST: THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS AT SANIBEL, STATE OF FLORIDA, HAS NAMED **CAROL PAPPAS**, LOCATED AT 703 TARPON BAY ROAD, SANIBEL FLORIDA 33957, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

DATED: APR. 11, 2002

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

DATED: APR. 11, 2002

Carol Pappas

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EXHIBIT "B"

BY-LAWS

OF

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-for-Profit Corporation)

ARTICLE ONE

ORGANIZATION

Section 1. The name of this organization shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

Section 2. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

Section 3. The organization may at its pleasure, by a vote of the membership body, change its name.

Section 4. All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration of Covenants and Restrictions ("Declaration") recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto.

Section 5. The principal office of the Association shall be located at 703 Tarpon Bay Road, Sanibel, Florida 33957, unless changed by the Board.

ARTICLE TWO

MEMBERSHIP AND VOTING

Any voting rights of the Membership of the Association shall be determined by the provisions of the Declaration and the Articles of Incorporation ("Articles").

ARTICLE THREE

MEETINGS

The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed to every Member in good standing at his address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fifteen (15) days prior to the meeting.

Unless otherwise provided in the Declaration or the Articles, the presence of not less than thirty percent (30%) of the votes of the Membership either in person or by proxy shall constitute a quorum and shall be necessary to conduct the business of the Association, but a lesser number may adjourn the meeting for a period or not more than ninety (90) days from the date scheduled and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed to all Members at their addresses as they appear in the Membership roll book at least fifteen (15) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of eighty percent (80%) of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing at least twenty (20) days before the requested meeting date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

ARTICLE FOUR

ORDER OF BUSINESS

1. Roll Call
2. Reading of the minutes of the preceding meeting
3. Reports of Committees
4. Reports of Officers
5. Old and Unfinished Business
6. New Business
7. Adjournment

ARTICLE FIVE

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors.

Section 1. In the event that a majority of the votes of the Membership does not provide otherwise, the business of the Association shall be managed by the Board of Directors of the Association. The use of the phrase "whole Board" herein refers to the total number of Directors which the Association would have if there were not vacancies.

Section 2. A Director shall be a member but need not be a citizen of the United States, or a resident of the State of Florida. The number of Directors constituting the whole Board shall be fixed from time to time by action of the Membership.

Section 3. In the interim, between annual meetings of the Membership or special meetings of the Membership called for the election of Directors and/or for the removal of one or more Directors and for the filling of any vacancy in that connection, newly created Directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the vote of a majority of the remaining Directors then in office, although less than a quorum, or by the sole remaining Director. Directors who are seated to fill vacancies and newly created Directorships, shall hold office for the unexpired term of the seat they are filling, and shall be appointed by the Board.

Section 4. Any Director of the Association may resign at any time by giving his written resignation to the President or Vice President or Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper. The Board shall have the power to contract for service for and on behalf of some or all members of the Association and cause assessments to be charged to some or all members of the Association for payment of the services as contracted.

(a) Meetings shall be held at such time as the Board of Directors shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

(b) The meetings shall be held at such place within or out of the State of Florida as shall be fixed by the Board.

(c) No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President, or of a majority of the Directors in office.

(d) No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other manner of notice of the time and place shall be given for special meetings at least two (2) days in advance, except in the event of an emergency. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein, or who attend the meeting.

(e) A majority of the whole Board shall constitute a quorum except when a vacancy or vacancies prevent such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that such majority shall constitute at least one third (1/3) of the whole Board. A majority of the Directors present, may adjourn a meeting to another time and place. Except as herein otherwise provided by the laws of the State of Florida, the act of the Board shall be the act by vote of a majority of the Directors present at a meeting of such Board or committee or in a conference telephone call if persons participating in the meeting can hear each other. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the laws of the State of Florida and these Bylaws which govern a meeting of Directors held to fill the vacancies and newly created Directorships in the Board.

(f) Notice of Board meetings, and those committee meetings required by statute, shall be open to all Members and subject to the prosing requirements of law. Notice of regular scheduled meetings need not be mailed or posted if the schedule of meetings has been published to the Members by Newsletter or other similar notice, in compliance with law.

(g) The Chairman of the Board, if any, and if present and acting, shall preside at all meetings. Otherwise, the Vice Chairman of the Board, if any, and if present and acting, or the President, if present and acting, or any other Director chosen by the Board, shall preside.

Section 6. Any or all of the Directors may be removed for cause at any time by vote of the Membership owning a majority of the lots, at any special meeting called for that purpose.

Section 7. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors in the management of the business and affairs of the Association, may authorize the seal of the Association to be affixed to all papers which may require it. In the absence of any disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 8. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE SIX

OFFICERS

The Directors shall elect a President, a Secretary, and a Treasurer, and may elect a Chairman of the Board of Directors, a Vice Chairman thereof, and one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers, and may elect or appoint such other officers and agents as are desired. Any number of offices may be held by the same person and failure to elect a President, Secretary or Treasurer shall not affect the existence of this Association.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of Membership and until his successor has been elected and qualified. Any officer may resign at any time and upon written notice.

Section 1. The President shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association, except as otherwise prescribed by the Board. He shall preside at all meetings of the Membership and the Board of Directors, except that if there shall be a Chairman of the Board, such Chairman shall preside at meetings of the Board of Directors.

Section 2. Each Vice President shall have the powers and duties as may be prescribed from time to time by the President. In the event of incapacity of the President, a Vice President designated by the Board of Directors shall perform such duties of the President as the Board of Directors shall prescribe.

Section 3. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Membership and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice to the members of the Board of Directors of all meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Secretary shall keep in safe custody the seal of the corporation.

Section 4. The Treasurer shall have the custody of the corporate funds and securities and shall keep full an accurate account of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the

financial condition of the Association. He shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of this office, and for the restoration to the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE SEVEN

SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees or independent contractors which they in their discretion may determine to be necessary in the conduct of the business of the Association.

ARTICLE EIGHT

COMMITTEES

All committees of the Association shall be appointed by the Board of Directors and their term of office and duties shall be as prescribed by the action of the Board of Directors.

ARTICLE NINE

AMENDMENTS

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. These Bylaws may be altered, amended, restated, repealed or added to by an alternative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote of the Members voting, in person, by proxy or in writing, setting forth the items of these Bylaws to be amended.

ARTICLE TEN

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Annual assessments or charges, and special assessments for repairs and improvements, all such assessments or charges to be fixed, established and collected from time to time are as provided in the Declaration. The annual and special assessments, together with such interest thereon and costs of collection thereof as is hereinafter provided, shall be a charge and continuing lien upon

the Lot against which such assessment is made. Such lien for unpaid assessments shall be subordinate and inferior to a mortgage and executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association. Each such assessment, together with interest thereon and cost of collection thereof as is provided in the Declaration, shall also be the personal obligation of the persons owning such Lot at the date when the assessment becomes payable. Assessments shall be prorated to each Lot by dividing the total assessment to be collected for the improvements, maintenance or charges by the total number of Lots in the Properties.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners use and enjoyment of the Common Areas and any structures thereon, and the improvement, maintenance, repair, replacement, and additions thereon and thereto.

In addition to annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a vote of the Members as provided in the Declaration.

The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period.

Effect of nonpayment of assessment shall be as described in the Declaration and Articles of Incorporation of the Association.

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EXHIBIT "C"

OFF REC 1440 PG 507

EXHIBIT "D"

RESTATEMENT OF THE

ARCHITECTURAL PLANNING CRITERIA

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

The Association has appointed a committee to be known as the Architectural Review Board ("ARB") to act in accordance with the duties and obligations imposed upon said committee by the Restatement of the Declaration of Covenants and Restrictions for THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. The Board of Directors of the Association upon recommendation of the ARB does hereby adopt the following Architectural Planning Criteria:

1. **Building Construction:** No building shall be erected, altered or placed on any lot in THE VILLAGES AT THE DUNES other than either one detached single family dwelling containing not less than 1,200 square feet of livable enclosed floor area, or one duplex unit containing not less than 750 square feet (per side) of livable enclosed area. Livable enclosed floor area shall be exclusive of garages, carports, terraces, decks or porches (unless screened in and covered by a roof which is any integral part of the roof line of the main dwelling). This size limitation may be raised or lowered as deemed necessary with approval of the ARB.

2. **Driveways:** All dwellings shall have a paved driveway of stable and permanent construction of either concrete, asphalt, shell, stone or similar suitable material at the entrance to the parking area, unless exempted by the ARB. There must be room for two cars to park in the driveway.

3. **Games and Play Structures:** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the comer lots within the set back lines. No platform, doghouse, playhouse, or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon.

4. **Fences and Walls:** The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any.

5. **Swimming Pools and Tennis Courts:** Any swimming pool, spa, hot tub or tennis court to be constructed on any lot shall be subject to requirements of the ARB, which include but are not limited to the following:

A. The outside edge of any pool wall cannot be closer than 4 feet to a line extended and aligned with the side wall of the dwelling unless approved by the ARB.

B. Location and construction of tennis or badminton courts must be approved by the ARB.

C. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

D. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both front and side as required by the ARB. It shall be the intent of the ARB that any such area be screened from public view.

6. **Sight Distances at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot, nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines as per City of Sanibel Ordinance.

7. **Utility Connections:** Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner acceptable to the governing utility.

8. **Compliance With Governmental Regulations:** It should be noted that the ARB assumes no liability for insuring compliance with any applicable governmental regulations or requirements.

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EXIBIT "E"

OR BOOK 03630 PAGE 1909

OR2151 PG1161

CHARLIE GREEN CLK CIR CT FL

90 MAY 24 AM 8:55

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION

PART OF LOT "B"

PHASE II, THE DUNES AT SANIBEL ISL

PLAT BOOK 33, PAGE 69, LEE COUNTY RECORDS

SECTION 19, TWP. 46 S., RGE. 23 E.

CITY OF SANIBEL, LEE COUNTY, FLORIDA

EXHIBIT "F"

OFF REC 1629 PG 980

PARTY WALL SECTION

NOTE: CONTINUE PARTYWALL INTO ATTIC TO FACE

SEP 11 14 PM '87
RECORDED
LEE COUNTY
RECORD VERIFIED

Prepared by and return to:
Heather W. Hawkins
Henderson, Franklin, Starnes & Holt, P.A.
1648 Periwinkle Way, Suite B
Sanibel, FL 33957

INSTR # 6496433
OR BK 04472 Pgs 4280 - 4284; (5pgs)
RECORDED 10/22/2004 08:55:02 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 44.00
DEPUTY CLERK P Haywood

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

THE DUNES AT SANIBEL ISLAND A/K/A/ THE VILLAGES AT THE DUNES

THE UNDERSIGNED, being the duly elected and acting President and Secretary of THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, do hereby certify that the Proposed Amendments to the Amended and Restated Declaration of Covenants and Restrictions for The Dunes at Sanibel Island a/k/a The Villages at the Dunes, attached hereto, were duly adopted by the Association membership by written consent of a sufficient percentage of voting interests of the Association. The original Declaration of Covenants and Restrictions for THE DUNES AT SANIBEL ISLAND was recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197, and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 recorded in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161; and was amended on April 11, 2002 recorded in Official Records Book 3630, Page 1875, all in the Public Records of Lee County, Florida.

The Property encompassed by the Declaration of Covenants and Restrictions is described at Plat Book 29, Pages 7 through 12; Plat Book 33, Pages 89 through 90, Plat Book 34, Pages 39 through 40 and 104-114, Public Records of Lee County, Florida.

The Amendments to the Amended and Restated Declaration of Covenants and Restrictions are attached hereto.

IN WITNESS WHEREOF, this Certificate of Amendment is executed this _____ day of April, 2004.

IN THE PRESENCE OF:

Linda Kurowski
Witness Linda Kurowski
(Type/Print Name of Witness)

Linda Kurowski
Witness Linda Kurowski
(Type/Print Name of Witness)

THE VILLAGES AT THE DUNES HOMEOWNERS ASSOCIATION, INC.

By: Charles R. York
, President

Date: 6/22/04

ATTEST:

Secretary

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 22nd day of June, 2004, by Charles R. York as President of THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Bonnie S. Moore
Notary Public

Bonnie S. Moore
Print/Type Name of Notary

Commission No. _____

BONNIE S. MOORE
MY COMMISSION # DD 095812
EXPIRES: June 28, 2006
Bonded Thru Notary Public Underwriters

PROPOSED AMENDMENTS

THE DUNES AT SANIBEL ISLAND
A/K/A THE VILLAGES AT THE DUNES

AMENDED AND RESTATED DECLARATIONS
OF COVENANTS AND RESTRICTIONS

Proposed Amendment No. 1: Article 1. Amended and Restated Declaration of Covenants and Restrictions

ARTICLE 1. DEFINITIONS

(Sections 1 through 8 unchanged).
Add the following:

Section 9. **"Commercial Sign":** A sign displaying a "for profit" business, or offering property other than that upon which it is placed for sale or rent.

Section 10. **"Non-Commercial Sign":** A sign offering the property upon which it is placed for sale or rent.

Section 11. **"Application for Variance":** A form containing information as required by the Architectural Review Board (ARB) from any applicant prior to any review and/or approval of any variance.

Section 12. **"Billboard":** Any sign relating in its subject matter to information on premises or lots other than the premises upon which the sign is located.

Section 13. **"Temporary Sign":** A sign designed, constructed, and intended to be used on a short-term basis.

Section 14. **"Dunes Approved Signage":** Signage approved by the Villages at the Dunes Homeowners Association for display within the subdivision.

Proposed Amendment No. 2: Article V111, section 15, Amended and Restated Declaration of Covenants and Restrictions

ARTICLE V111. RESTRICTIONS

(Sections 1 through 14 and 16 through 22 remain unchanged).
Section 15 to read as follows:

Section 15. **"Signs":** No commercial or non-commercial sign of any kind may be visible on any lot except the following:

a. One single-faced, non-commercial and temporary "For Sale" or "For Rent" ground sign per lot within the Villages of the Dunes Subdivision shall be allowed provided the property upon which the sign is placed is for sale or rent.

b. Signs erected under authority and requirement of municipal, federal, or state law. Legal notices, official instruments, official notices, and warning signs posted by public utilities, officers, or employees in the performance of their duties.

c. Temporary open house, political, or garage sale signs, authorized by the applicable municipal law.

The appearance of all Temporary and Non-Commercial signs shall only be that of Dunes Approved Signage. The face area of the sign shall not exceed one and one-half (1 ½) square feet, nor be placed more than 36 inches above the ground upon which it sits.

The ARB shall have the authority to review and approve any application for variance to **Section 15: "Signs"**

Proposed Amendment No. 3: ARTICLE X1. Amended and Restated Declaration of Covenants and Restrictions

ARTICLE X1. FINES AGAINST HOMEOWNERS OR ITS OCCUPANT, LICENSEE, OR INVITEE.

The Board of Directors of the Association may levy fines against a homeowner for the failure of said homeowner, its occupant, licensee, or invitee to comply with any provision of the Declaration of Covenants and Restrictions, or By-Laws of the Village at the Dunes Homeowner's Association, Inc. (hereinafter referred to as "owner in violation") as attached and incorporated as part of this Declaration. The Board of Directors of the Association may fine an owner in violation an amount not to exceed One Hundred Dollars ($100) per violation. Each day of a continuing violation shall be considered a separate violation not to exceed One Thousand Dollars ($1000) for an ongoing violation.

The owner in violation shall be given a single written notice and the opportunity to attend a hearing before a committee appointed by the Board of Directors. A hearing may be held with or without a request to attend by the owner in violation.

The hearing committee shall be composed of at least three members appointed by the Board who are not officers or employees of the Association, or the spouse, parent, child, brother, or sister of an officer or employee. Said notice shall be given to the owner in violation no less than fourteen (14) days prior to the hearing date set by the Board of Directors. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Any fines approved by the committee shall be paid in full within thirty (30) days from the date imposed.

If the fine is not paid within the required thirty (30) days, the Board of Directors may file a lien against the property and owner in violation with the Clerk of the Circuit Court of Lee County, State of Florida. The amount of the lien shall include the fine, attorney's fees, and all other costs of filing said lien.

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DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
LOTS 2 AND 3 AND 4, BLOCK D, OF THAT
CERTAIN SUBDIVISION KNOWN AS THE
DUNES AT SANIBEL ISLAND

RAYMOND K. JENSEN and VIRGINIA W. JENSEN, husband and wife, and DON P. LAZENBY and MADELEINE F. LAZENBY, husband and wife, hereinafter referred to as "OWNERS", own Lots 2, 3 and 4, Block D, THE DUNES, AT SANIBEL ISLAND, according to the map or plat thereof recorded in Plat Book 29, at Page 7, Public Records of Lee County, Florida, hereinafter referred to as the "LAND". The OWNERS desire to create and establish restrictions, covenants and easements in addition to those set forth in the Deed of Restriction recorded in Official Record Book 1028, at Page 1551 and amended in O. R. Book 1137, Page 1197.

WHEREAS, the OWNERS have constructed eight duplex apartments on the LAND and will convey with each duplex apartment a parcel of land; these eight parcels, hereinafter referred to as "HOMESITES", being more completely described as Parcels A thru H, both inclusive, on Schedule "A" attached hereto. The balance of the LAND shall constitute the swimming pool parcel and tennis court parcel, more completely described below, and shall be owned jointly by the owners of the eight HOMESITES.

NOW, THEREFORE, the OWNERS declare that the land shall be held and conveyed subject to the following easements, covenants and restrictions which shall inure to the interest of and be binding on all parties acquiring any right, title or interest in the LAND.

1. Non-exclusive easements for ingress and egress and all other roadway or utility purposes are created over the parcels described on Schedule "B" attached hereto for the benefit of all present and future parties holding title to the HOMESITES previously described.

2. Each owner of a HOMESITE shall acquire as an appurtenance to his HOMESITE ownership an undivided one-eighth interest in and to the parcel

RECORD VERIFIED - SAL CERACI CLERK
BY H. FENSTROM D.C.

This Instrument was prepared by:
RONALD W. SMALLEY, Attorney at Law
2100 Second St. Fort Myers, Fla. 33902

of land on which the swimming pool and tennis court is constructed; this parcel being more completely described on Schedule "C" attached hereto and hereafter referred to as the "POOL AND TENNIS COURT PARCEL". The undivided interests to the POOL AND TENNIS COURT PARCEL and the easements described in Schedule "B" are conveyed subject to the following restrictions, covenants and easements:

(a) All owners of HOMESITES are granted a non-exclusive easement for the use of the entire POOL AND TENNIS COURT PARCEL. This easement shall be an appurtenance to and run with LAND and pass with the title to each HOMESITE.

(b) HOMESITE owners shall be responsible for a one-eighth share of all expenses for the maintenance, repair, reconstruction or any other expenses incurred in connection with the use and operation of the POOL AND TENNIS COURT PARCEL. HOMESITE owners of Parcel A thru D, both inclusive, shall be equally responsible for costs of maintaining the roadway providing access to said parcels. Similarly, HOMESITE owners of Parcels E thru H, both inclusive, shall be equally responsible for costs of maintaining the roadway providing access to said parcels.

(c) Each HOMESITE owner shall be responsible for carrying liability insurance to protect himself from any liability incurred in connection with his ownership interest in the POOL AND TENNIS COURT PARCEL and roadway easements.

(d) The HOMESITE owners may form an incorporated or unincorporated non-profit association for the purpose of maintaining and regulating the use of the POOL AND TENNIS COURT PARCEL and roadway easement parcels. In any event, a majority vote (5) of the HOMESITE owners shall be determinative of all issues except the alienation or encumbrance of the POOL AND TENNIS COURT PARCEL which shall require a unanimous vote. Decisions affecting roadway parcels shall be by unanimous vote of those HOMESITE owners responsible for maintaining such roadway, as described in paragraph 2 (b) above.

(e) The HOMESITE owners' association shall have the right to promulgate reasonable rules for the use of the POOL AND TENNIS COURT PARCEL, and shall have the right to assess HOMESITE owners for their respective share of expenses incurred pursuant to Paragraph (b) above. The association shall have the authority to impress a lien on a HOMESITE for unpaid assessments. No lien rights shall be created until a lien is recorded in the Public Records containing the name of the HOMESITE owner, the legal description of the HOMESITE and the amount of the lien claimed. No owner may exempt himself from any assessment by non-use or waiver of the use of the POOL AND TENNIS COURT PARCEL or roadway easement parcels.

3. Each wall which is built as a part of the original construction of the homes upon the LAND and placed on the dividing line between HOMESITES shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared 50-50 by the users of that wall. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall my restore it, and if the other owner thereafter makes use of the wall, he shall contribute 50 percent of the cost of restoration thereof unless one can call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. These party wall covenants shall run with the LAND, shall be appurtenant to the LAND and shall pass to such owners successors in title.

IN WITNESS WHEREOF, the undersigned, being the owners of the property described herein, have hereunto set their hands and seals this 8th day of June, 1976.

In the Presence of:

Alma L. Wyatt
Virginia E. McKhom

Raymond K. Jensen
Raymond K. Jensen

Virginia W. Jensen
Virginia W. Jensen

Alma L. Wyatt
Virginia E. McKhom

Don P. Lazenby
Don P. Lazenby

Madeleine F. Lazenby
Madeleine F. Lazenby

STATE OF FLORIDA)
)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorites to administer oaths and take acknowledgments, RAYMOND K. JENSEN and VIRGINIA W. JENSEN, husband and wife, and DON P. LAZENBY and MADELEINE F. LAZENBY, husband and wife, to me well known and known to me to be the individuals described in and who executed the foregoing, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, and State of Florida, this 8th day of June, A.D. 1976.

Alma L. Wyatt
Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 28, 1979
Bonded by American Fire & Casualty Co.

SCHEDULE "A"

PARCEL "A"

Part of Lot 2, Block D, The Dunes at Sanibel Island. From the point of beginning at the Southwest corner of Lot 2, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 13° 35' 10" East, along the East right-of-way (25 feet from centerline) of Sand Castle Road for 66.37 feet to a point of curvature of a curve to the left, having a radius of 125 feet; thence Northerly, along the arc of said curve for 15.67 feet; then South 76° 24' 50" East for 51.98 feet; thence South 13° 35' 10" West for 82 feet; thence North 76° 24' 50" West, along the South line of said Lot 2 for 51 feet to the point of beginning.

PARCEL "B"

Part of Lot 2, Block D, The Dunes at Sanibel Island. From the Southwest corner of Lot 2, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence South 76° 24' 50" East, along the South line of said Lot 2 for 51 feet to the point of beginning; thence North 13° 35' 10" East for 82 feet; thence South 76° 24' 50" East for 34 feet; thence South 13° 35' 10" West for 42 feet; thence South 76° 24' 50" East for 7.5 feet; thence South 13° 35' 10" West for 40 feet; thence North 76° 24' 50" West along the South line of said Lot 2 to the point of beginning.

PARCEL "C"

Part of Lot 2, Block D, The Dunes at Sanibel Island. From the point of beginning at the Southeast corner of Lot 2, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 13° 35' 10" East, along the West right-of-way of Bailey Road (25 feet from centerline) for 82 feet; thence North 76° 33' 10" West for 75 feet; thence South 13° 35' 10" West for 41.82 feet; thence North 76° 24' 50" West for 7.5 feet; thence South 13° 35' 10" West for 40 feet; thence South 76° 24' 50" East, along the South line of said Lot 2 for 82.5 feet to the point of beginning.

PARCEL "D"

Part of Lots 2 & 3, Block D, The Dunes at Sanibel Island. From the Southeast corner of Lot 2, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 13° 35' 10" East, along the West right-of-way of Bailey Road (25 feet from the centerline) for 82 feet to the point of beginning; thence North 76° 33' 10" West for 75 feet; thence North 13° 35' 10" East for 46.18 feet; thence South 76° 24' 50" East for 75 feet, thence South 13° 35' 10" West, along said West right-of-way of Bailey Road for 46 feet to the point of beginning.

PARCEL "E"

Part of Lot 3, Block D, The Dunes at Sanibel Island. From the Northeast corner of Lot 3, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 53° 33' 40" West, along the Southwesterly right-of-way (50 feet from centerline) of Bay Road for 124.90 feet to the point of beginning; thence continue North 53° 33' 40" West, along said Southwesterly right-of-way for 44.0 feet; thence South 36° 26' 20" West for 24.0 feet; thence South 13° 35' 10" West for 66.0 feet; thence South 61° 24' 42" West for 57.22 feet to a curve, concave Southwesterly and having a radius of 125 feet; thence Southeasterly, along the Northeasterly right-of-way (25 feet from centerline) of Sand Castle Road and the arc of said curve for 16.71 feet; thence North 69° 04' 13" East for 43.77 feet; thence South 76° 24' 50" East for 31.55 feet; thence North 13° 35' 10" East for 63.80 feet; thence North 36° 26' 20" East for 36.82 feet to the point of beginning.

PARCEL "F"

Part of Lots 3 & 4, Block D, The Dunes at Sanibel Island. From the Northeast corner of Lot 3, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 53° 33' 40" West, along the Southwesterly right-of-way (50 feet from centerline) of Bay road for 168.90 feet to the point of beginning; thence continue North 53° 33' 40" West, along said Southwesterly right-of-way for 44.0 feet; thence South 36° 26' 20" West for 24.0 feet; thence South 13° 35' 10" West for 80.0 feet; thence South 50° 34' 49" West for 32.04 feet to a curve, concave Southwesterly and having a radius of 125 feet; thence Southeasterly, along the Northeasterly right-of-way (25 feet from centerline) of Sand Castle Road and the arc of said curve for 23.63 feet; thence North 61° 24' 42" East for 57.22 feet; thence North 13° 35' 10" East for 66.0 feet; thence North 36° 26' 20" East for 24.0 feet to the point of beginning.

PARCEL "G"

Part of Lot 4, Block D, The Dunes at Sanibel Island. From the Northeast corner of Lot 3, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 53° 33' 40" West, along the Southwesterly right-of-way (50 feet from centerline) of Bay Road for 212.90 feet to the point of beginning; thence continue North 53° 33' 40" West, along said Southwesterly right-of-way for 44.0 feet; thence South 36° 26' 20" West for 24.0 feet; thence South 13° 35' 10" West for 77.0 feet; thence South 36° 26' 20" West for 30.04 feet; thence South 53° 33' 40" East, along the Northeasterly right-of-way (25 feet from centerline) of Sand Castle Road for 6.80 feet to the point of curvature of a tangent curve to the right, having a radius of 125 feet; thence Southeasterly, along the arc of said curve for 30.85 feet; thence North 50° 34' 49" East for 32.04 feet; thence North 13° 35' 10" East for 80.0 feet; thence North 36° 26' 20" East for 24.0 feet to the point of beginning.

PARCEL "H"

Part of Lot 4, Block D, The Dunes at Sanibel Island. From the Northeast corner of Lot 3, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 53° 33' 40" West, along the Southwesterly right-of-way (50 feet from centerline) of Bay Road for 256.90 feet to the point of beginning; thence continue North 53° 33' 40" West, along said Southwesterly right-of-way for 40.0 feet; thence South 36° 26' 20" West, along the Northwesterly line of said Lot 4 for 125.0 feet; thence South 53° 33' 40" East, along the Northeasterly right-of-way (25 feet from centerline) of Sand Castle Road for 69.91 feet; thence North 36° 26' 20" East for 30.04 feet; thence North 13° 35' 10" East for 77.0 feet; thence North 36° 26' 20" East for 24.0 feet to the point of beginning.

HENDERSON, FRANKLIN, STARNES & HOLT P. O. BOX 280 FORT MYERS, FLORIDA 33902

SCHEDULE "B"

Easement for ingress, egress and utility purposes for Parcels A, B, C and D as described on Schedule "A" herein.

Part of Lots 2 & 3, Block D, The Dunes at Sanibel Island. From the Southwest corner of Lot 2, Block D of said subdivision as recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 13° 35' 10" East, along the East right-of-way (25 feet from centerline) of Sand Castle Road for 66.37 feet to the point of curvature of a curve to the left, having a radius of 125 feet; thence Northerly, along the arc of said curve for 15.67 feet to the point of beginning; thence South 76° 24' 50" East for 85.98 feet; thence South 13° 35' 10" West for 42 feet; thence South 76° 24' 10" East for 15 feet; thence North 13° 35' 10" East for 88.0 feet; thence North 76° 24' 50" West for 15.0 feet; thence South 13° 35' 10" West for 34.0 feet; thence North 76° 24' 50" West for 88.10 feet to a curve concave Southwesterly and having a radius of 125 feet; thence Southeasterly, along the Easterly right-of-way of Sand Castle Road and the arc of said curve for 12.19 feet to the point of beginning.

Easement for ingress, egress and utility purposes for Parcels E, F, G and H as described on Schedule "A" herein.

From the Southwest corner of Lot 2, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 13° 35' 10" East, along the Easterly right-of-way (25 feet from centerline) of Sand Castle Road, for 66.37 feet to the point of curvature of a tangent curve to the left, having a radius of 125 feet; thence Northwesterly, along the arc of said curve for 75.30 feet to the point of beginning; thence continue Northwesterly along said right-of-way and the arc of said curve for 40.34 feet; thence North 33° 13' 50" West for 39.82 feet; thence North 36° 26' 20" East for 20.0 feet; thence South 35° 25' 25" East for 92.27 feet; thence South 69° 04' 13" West for 25.0 feet to the point of beginning.

SCHEDULE "C"

Pool and Tennis Court Parcel

From the point of beginning of the Northeast corner of Lot 3, Block D, The Dunes at Sanibel Island, a subdivision recorded in Plat Book 29, page 7 of the Lee County, Florida Public Records; thence North 53° 33' 40" West, along the Southwesterly right-of-way (50 feet from centerline) of Bay Road for 124.90 feet; thence South 36° 26' 20" West for 36.82 feet; thence South 13° 35' 10" West for 63.80 feet; thence North 76° 24' 50" West for 31.55 feet; thence South 69° 04' 13" West for 43.77 feet to a curve, concave Southwesterly and having a radius of 125 feet; thence Southeasterly, along the Easterly right-of-way (25 feet from centerline) of Sand Castle Road and the arc of said curve for 47.44 feet; thence South 76° 24' 50" East for 88.10 feet; thence North 13° 35' 10" East for 34.0 feet; thence South 76° 24' 50" East for 90.0 feet; thence North 13° 35' 10" East, along the West right-of-way of Bailey Road (25 feet from centerline) for 83.23 feet to the point of beginning.

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA
JUL 16 3 57 PM '76
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