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RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY: HELEN CARROLL, D.C.

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC., ("Amendment") is entered this 15<sup>th</sup> day of November, 1995, by Sanctuary Residential Properties, Ltd., a Florida limited partnership, its successors and assigns (the "Single Family Developer"); Wulfert Point Properties, Ltd., a Florida limited partnership, its successors and assigns (the "Multifamily Developer") and The Sanctuary at Wulfert Point Community Association, Inc., a Florida corporation (the "Association").

WHEREAS, the Single Family Developer and the Multifamily Developer are known hereinafter, individually and collectively, as the "Developer"; and

WHEREAS, the Developer and the Association have determined to amend and modify that Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point Community Association, Inc., recorded at O.R. Book 2328, Page 54 of the Public Records of Lee County, Florida ("Declaration") to add certain covenants and restrictions pertaining to the maintenance of certain portions of the property governed by the Declaration as reflected by amendment, from time to time; and

WHEREAS, the Developer and the Association have determined to concurrently amend and modify the Declaration such that the property legally described on Exhibit "A" attached hereto and which is commonly known as The Villas ("The Villas One") is so governed; and

WHEREAS, all conditions precedent to such amendment and modification have been met, have otherwise occurred or have been waived; and

NOW THEREFORE, the Developer and the Association, after receiving all required authorizations from the Class "A" Members and the Class "B" Members of the Association and from the Owners, as such terms are defined within the Declaration, the terms of which are hereby incorporated into this Agreement, hereby amend and modify the Declaration as follows:

I. Article I

A. The following language is added to Article I as Section 1.1.1:

1.1.1 "Amendment" means that Amendment to Declaration of Covenants and Restrictions for the Sanctuary at Wulfert Point Community Association, Inc., dated as of 11-15, 1995.

B. The following language is added to Article I as Section 1.31.1:

1.31.1 "The Villas One" means that portion of the Properties legally described in Exhibit "A" to the Amendment, together with any and all improvements constructed thereon from time to time. That portion of the Properties legally described in Exhibit "A-1" to the Amendment (in whole or in part, "Potential Additional Villas One"), together with any and all improvements constructed thereon from time to time, shall be added to and be included within the definition of "The Villas One," provided that such Potential Additional Villas One or any portion thereof, shall be designated as villas by plat amendment on which a "v" precedes, follows or is included in the separate numerical designation of the Potential Additional Villas One or any portion thereof, effective no later than five (5) years after the date of the Amendment (the "Designation Date"). However, such Potential Additional Villas One shall not be added to or be included within the definition of "The Villas One" in the event that an instrument ("Release") releasing the ability to so designate the Potential Additional Villas One, signed by the President and attested to by the Secretary of the Association (or signed by Developer, provided that the Association has granted such power to Developer pursuant to an instrument signed by the President and attested to by the Secretary of the Association and recorded within the Public Records of Lee County, Florida), is recorded among the Public Records of Lee County, Florida on or before the Designation Date.

C. The following language is added to Article I as Section 1.35:

1.35 "Villas Project" means any grouping of Units within the Properties designated as such by the Developer, its successors or assigns, adopted as such by amendment hereto, and to which Article VIIIA applies.

II. The following language is added to the Declaration as Article VIIIA:

ARTICLE VIIIA

COVENANTS AND RESTRICTIONS EXCLUSIVE TO VILLAS PROJECTS

In addition to all other maintenance obligations set forth in this Declaration, but notwithstanding anything contained in this Declaration to the contrary, certain maintenance responsibilities with respect to Villas Projects, and Units situated therein shall be performed and governed as follows:

8A.1 The Villas Committee. The Villas Committee ("TVC") shall be that committee consisting of 3 members which shall govern all Villas Projects as provided in this Article VIIIA. The initial members of TVC for all Villas Projects shall consist of persons designated by the Developer, and, at Developer's option, may include the Developer.

8A.2 Terms of Office. Initial members of TVC shall hold office for a period of five (5) years from the date of appointment ("Initial Term"), or for a shorter term at the option of Developer. Thereafter, generally, members of TVC shall serve a term of one (1) year each and shall be Owners of Dwelling Units within the Villas Projects ("Villa Owners") and, provided that Developer has relinquished its rights of appointment under Section 8A.4, shall be elected by a plurality of the Villa Owners from all Villas Projects at an annual meeting of such Villa Owners. However, the members of TVC shall serve until their successors are elected and qualify and may be re-elected for additional terms. In the event of a vacancy upon TVC, whether occasioned by the resignation or removal of a member or the creation of a new directorship, provided that Developer has relinquished its right of appointment under Section 8A.4, the vacancy will be filled by the person elected by the remaining members of TVC, who shall be a Dwelling Unit Owner within the Villas Projects, and the newly appointed member will serve until the next election of members.

8A.3 Election by Members. After the expiration of the term of the initial members, and annually thereafter, new members of TVC shall be elected by a majority of Villa Owners as set forth in Section 8A.2 above and shall hold

office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Except for members appointed by Developer, members of TVC can be removed at any time by a plurality of the Villa Owners without cause. Members appointed by Developer can be removed by plurality vote of the Villa Owners for cause and may be removed by Developer without cause. All elections will be by plurality of votes, and the member of TVC receiving the largest number of votes shall be the Chairman of TVC.

**8A.4 Initial Control by Developer.** In any event, for a period of five (5) years after the date of the Amendment ("Developer Appointment Period"), Developer will appoint all of the members of TVC, whether or not such appointees are Villa Owners, unless Developer relinquishes such right of appointment in writing. Developer shall appoint three (3) initial members of TVC within ten (10) days after the date of the Amendment. In the event that any of the initial members are removed or die before serving the entire Initial Term, provided that such death or removal occurs prior to the expiration of the Developer Appointment Period, Developer shall appoint a successor for each such member, which successor shall serve as a member of TVC for the remainder of the Initial Term, and Developer, if necessary due to such removal or death, shall appoint successors to such successors in the same manner throughout that portion of said Initial Term which falls within the Developer Appointment Period, and the members so appointed by the Developer shall serve as members of TVC for the remainder of the Initial Term.

**8A.5 Meetings of TVC.** TVC shall meet from time to time as necessary to perform its duties hereunder. TVC may, from time to time, by resolution unanimously adopted in writing, designate a TVC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of TVC. In the absence of such designation, the vote of any 2 members of TVC shall constitute an act of TVC.

**8A.6 Responsibility.** TVC, by majority vote of its members, shall select and make recommendations to the Board from time to time of a contractor or contractors (the "Villa Contractors") who, if approved and accepted by the Board, shall be hired to regularly maintain the following items at all of the Villas Projects: (i) swimming pools and (ii) landscaping (the "Villa Work"). With their recommendations of such Villa Contractors, TVC shall submit to the Board an annual budget for hiring such Villa Contractors ("Villa Budget"), which Villa Budget shall include, without limitation, the proposed assessment or assessments to be made upon each Unit within The Villas One in connection with the Villa Work ("Villa Assessments") and which Villa Budget shall be included in the Budget. The Villa Assessments shall be in addition to and not in substitution for all other assessments assessed against any of the Units within the Villas Projects,

provided, however, that, subject to the terms of Section 8A.7 hereof, such other assessments shall not include any portion of the costs or expenses assessed or to be assessed as Villa Assessments, where such inclusion would cause a duplication of the Villa Assessments, whether in whole or in part.

**8A.7 Acceptance of TVC Recommendations.** Notwithstanding anything contained in this Declaration to the contrary, the Board shall accept and implement TVC's recommendations as to the hiring of Villa Contractors and the Villa Budget, provided that such Villa Contractors are reasonably qualified to do the Villa Work and are reasonably bonded or insured and provided that the Villa Budget, as proposed to the Board is reasonable for the performance of the Villa Work. In the event that the Board does not accept and implement TVC's recommendations, within five (5) days of the Board's rejection of such recommendations, the Board shall (1) notify TVC in writing that its recommendations have been rejected, which notice shall set forth the reasons for such rejection, and shall (2) direct TVC to submit new recommendations to the Board within ten (10) days of receipt by TVC of such notice. If TVC's recommendations are again rejected, the Board shall itself identify Villa Contractors to perform the Villa Work and shall itself prepare the Villa Budget. Nothing contained in this Declaration shall be construed to preclude or limit the Board's right to enter upon any Unit not properly maintained to perform such maintenance work or the right to assess costs as Special Assessments in such event, all as described in Section 8.1 hereof.

**8A.8 Assessment of Costs.** The Board shall levy the Villa Assessments against the Dwelling Units within the Villas Projects such that each Dwelling Unit pays an equivalent share of the Villa Assessments for all Villas Projects. Villa Assessments shall not be levied upon or attributed to Units within the Villas Projects upon which no Dwelling Units are constructed. Villa Assessments shall be levied in addition to and not in substitution for all other assessments levied against any of the Units within the Villas Projects, provided, however, that, subject to Section 8A.7, such other assessments shall not include any portion of the costs or expenses assessed or to be assessed as Villa Assessments where such inclusion would cause a duplication of the Villa Assessments, whether in whole or in part. Villa Assessments shall be used exclusively to pay for the Villa Work and may be levied by the Board with such frequency as is determined by the Board from time to time, provided that Villa Assessments shall be levied no more frequently than monthly and no less frequently than annually. Except as would conflict with the provisions of this Article VIII A, in all other respects, Villa Assessments shall be enforced by the Board as provided in and shall be governed by those provisions within this Declaration governing Periodic Assessments, including, without limitation, the provisions of Article V (Covenant for Assessments) hereof, and with respect to Units, all references to Periodic

Assessments shall constitute a reference to Periodic Assessments and Villa Assessments.

8A.9 Access at Reasonable Hours. For the sole purpose of performing the Villa Work authorized by this Article VIII A, the Villa Contractors and TVC and the Association, through their respective duly authorized agents or employees, shall have the right, after reasonable notice to the Villa Owner thereof, to enter upon the exterior of any Unit at reasonable hours on any day except Sunday.

8A.10 Application to Villas Projects. It is the intent that, by written reference to this Article VIII A contained in an appropriate supplement or amendment to this Declaration, the Developer, its successors and assigns, may cause any grouping of Units within the Properties to be governed by the terms of this Article VIII A as an individual Villas Project. Accordingly, as of the date of such supplement or amendment, the terms of this Article VIII A shall individually govern any grouping of Units so designated as a Villas Project.

III. Application to The Villas One. The following language is added to the Declaration as Section 2.2:

2.2. Application to The Villas One. The Villas One is hereby designated as a Villas Project. Accordingly, without limiting the application of the remainder of this Declaration to The Villas One, the terms of Article VIII A shall apply to and govern The Villas One as a Villas Project. Accordingly, all references in Article VIII A to a Villas Project shall constitute a reference to The Villas One.

IV. Grant to Developer. Pursuant to Article I, Section 1.31.1 of the Declaration, the Association hereby designates Developer as its duly authorized agent with the power to execute and record a Release as contemplated by Section 1.31.1.

V. No other Modification or Amendment. Except as expressly set forth herein, the Declaration is and remains unmodified and unaffected by this Amendment and in full force and effect.

VI. Developer's Consent. By affixing its signature hereto, Developer hereby expresses and grants its consent to this Amendment and the terms and conditions set forth within this Amendment.

**EXHIBIT "A"**

**Lots V1, V2, V3 and V4, according to The Sanctuary at Wulfert Point Phase 2A Replat of Lots 21C through 26C, recorded on November 1, 1994 in Plat Book 56, Pages 5-8, of the Public Records of Lee County, Florida; and Lots V5, V6, V7, V8 and V9, according to The Sanctuary at Wulfert Point Phase 2A Replat of Lots 23C and 24C, recorded on June 27, 1995 in Plat Book 56, Pages 92-94, of the Public Records of Lee County, Florida.**

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**EXHIBIT "A-1"**

**Lots 21C and 22C, according to The Sanctuary at Wulfert Point Phase 2A Replat of Lots 21C through 26C, recorded on November 1, 1994, in Plat Book 56, Pages 5-8, of the Public Records of Lee County, Florida.**

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STATE OF MARYLAND  
COUNTY OF MONTGOMERY

THE FOREGOING instrument was acknowledged before me this 13th day of July, 1995, by Jeffrey J. Milton, as President of The Sanctuary at Wulfert Point Community Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced n/a personally known as identification.

Carolyn Bethea-Smith  
Print Name: Carolyn Bethea-Smith  
Notary Public, State of Maryland at Large

My Commission Expires: \_\_\_\_\_

CAROLYN BETHEA-SMITH  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires September 18, 1995



OR2656 PG2415

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

THE FOREGOING instrument was acknowledged before me this 13th day of July, 1995, by Gregory M. Kapfer, as Secretary of The Sanctuary at Wulfert Point Community Association, Inc., on behalf of the corporation. He/she is personally known to me or has produced n/a personally known as identification.

Carolyn Bethea-Smith  
Print Name: Carolyn Bethea-Smith  
Notary Public, State of Maryland at Large

My Commission Expires: \_\_\_\_\_

CAROLYN BETHEA-SMITH  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires September 18, 1995



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IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the date hereof.

Witnesses:

Sanctuary Residential Properties, Ltd.,  
a Florida limited partnership

Rhonda A. Henning  
Print Name: Rhonda A. Henning

By: Sanctuary Development Corporation,  
a Florida corporation,  
its general partner

Denise Kramer  
Print Name: DENISE KRAMER

By: John J. Naumann  
John J. Naumann, President

[SEAL]

Wulfert Point Properties, Ltd.,  
a Florida limited partnership

Rhonda A. Henning  
Print Name: Rhonda A. Henning

By: Sanctuary Development Corporation,  
a Florida corporation,  
its general partner

Denise Kramer  
Print Name: DENISE KRAMER

By: John J. Naumann  
John J. Naumann, President

[SEAL]

The Sanctuary at Wulfert Point Community  
Association, Inc., a Florida corporation

Janice B. Nunes  
Print Name: Janice B. Nunes

By: Jeffrey Milton  
Print Name: Jeffrey Milton  
its President

L.R. Klieforth  
Print Name: L.R. KLIEFORTH

[SEAL]

L.R. Klieforth  
Print Name: L.R. KLIEFORTH

Attest: Gregory M. Kapter  
Print Name: Gregory M. Kapter  
its Secretary

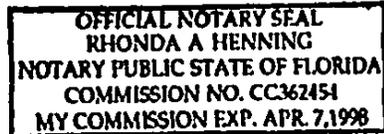
Janice B. Nunes  
Print Name: Janice B. Nunes

95 DEC -4 PM 3:00

STATE OF Florida  
COUNTY OF Lee

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of July, 1995, by John J. Naumann, as President of Sanctuary Development Corporation, a Florida corporation, as the general partner of Sanctuary Residential Properties, Ltd., a Florida limited partnership, on behalf of the corporation, as the general partner of the limited partnership. He is personally known to me or has produced na (personally known) as identification.

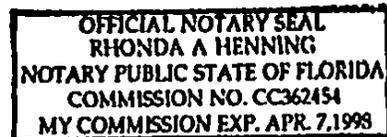
Rhonda A Henning  
Print Name: Rhonda A. Henning  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_



STATE OF Florida  
COUNTY OF Lee

THE FOREGOING instrument was acknowledged before me this 13<sup>th</sup> day of July, 1995, by John J. Naumann, as President of Sanctuary Development Corporation, a Florida corporation, as the general partner of Wulfert Point Properties, Ltd., a Florida limited partnership, on behalf of the corporation, as the general partner of the limited partnership. He is personally known to me or has produced na personally known as identification.

Rhonda A Henning  
Print Name: Rhonda A Henning  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_



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