

Recording: 10.50

1209.0018 LFS

This Instrument Prepared By:
LOUIS F. SISSON, III, ESQUIRE
SISSON & ANDREASEN, P.A.
6225 Presidential Court
Fort Myers, Florida 33919

3517091

FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF THE COMMUNITY ASSOCIATION
FOR
THE VINES COUNTRY CLUB

This First Amendment To Amended And Restated Declaration of
The Community Association For The Vines Country Club is dated this
9TH day of December, 1993.

WHEREAS, PHH HOMEQUITY CORPORATION D/B/A PHH ASSET MANAGEMENT
("Developer") is the successor in interest to 41 DEVELOPMENT
CORPORATION, which was the "Declarant" under that certain Amended
and Restated Declaration of the Community Association For The Vines
Country Club ("Declaration") as recorded in Official Records Book
2088, at Page 3269, et. seq. of the Public Records of Lee County,
Florida;

WHEREAS, Tracts D and E of Vintage Golf and Country Club, a
Planned Unit Development lying in Part of Sections 20 and 21,
Township 46 South, Range 25 East, Lee County, Florida as recorded
in Plat Book 37, Pages 41 through 50, Public Records of Lee County,
Florida (said Tracts D and E are hereinafter jointly called the
"Commercial Tracts") are intended to be used for commercial real
estate purposes rather than for residential purposes;

WHEREAS, the Commercial Tracts are encumbered by the
Declaration;

WHEREAS, it is the intention of the Developer to remove from
the Commercial Tracts the restrictions contained in the Declaration
which limit use of the property to residential purposes; and

WHEREAS, pursuant to Article 15 of the Declaration, the
Developer has the unrestricted right to amend the Declaration so
long as the Developer, as successor in title to the Declarant, owns
any property in The Vines Country Club other than a unit;

NOW THEREFORE, the Developer hereby amends the Declaration as
follows:

1. Assessments For Common Expenses: With respect to
Paragraph 4.02 of the Declaration the regular assessments for
common expenses of Vines Community Association ("Association")
applicable to Tract D shall be equal to two (2) times the amount of
such assessments applicable from time to time to one unit in the
Community, and the regular assessments applicable to Tract E shall
be equal to four (4) times the amount of such assessments
applicable from time to time to one unit in the Community. Such
assessments shall be payable annually on December 1 of each year,
in arrears. The foregoing notwithstanding, assessments for Tract
D shall not accrue or be due and payable until the owner of Tract
D shall have obtained a building permit to construct improvements
on Tract D, and assessments for Tract E shall not accrue or be due
and payable until the owner of Tract E shall have obtained a
building permit to construct improvements on Tract E. The owner(s)
of Tracts D and E shall provide a copy of building permits to the
Association within ten (10) days of the issuance of the permit(s)
by applicable governmental authority.

2. Architectural Control of Commercial Tracts: With regard
to paragraph 6 of the Declaration, the architectural control and
limitations applicable to the Commercial Tracts shall be as
described in those certain unrecorded contracts concerning Tracts
D and E respectively between Developer, as Seller, and Starboard
Development Corporation, as Buyer, having an effective date of May
20, 1993.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: C.J. KOHLER, D.C.

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3. General Permitted And Prohibited Uses: The Commercial Parcels are hereby released from the restrictions, obligations and limitations contained in paragraph 10 (including all subsections thereof other than paragraph 10.23) of the Declaration, and may hereafter be used for commercial purposes.

Witnesses:

✓ [Signature]

✓ Steven Annis
Printed Name of Witness

✓ Ruth McDonald

✓ RUTH McDONALD
Printed Name of Witness

STATE OF CONNECTICUT
:ss Wilton

COUNTY OF LEE
Fairfield

Before me personally appeared Robert F. Stanzione, as SVP & Gen Mgr. of PHH HOMEQUITY CORPORATION D/B/A PHH ASSET MANAGEMENT, who is personally known to me or who has presented

as identification and who is known to me to be the person described in and who did take an oath this 9th day of December, 1993, and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

PHH HOMEQUITY CORPORATION D/B/A
PHH ASSET MANAGEMENT

By: [Signature]
Name: Robert F. Stanzione
Title: Sr. Vice President & Gen. Mgr.

[Signature]
Notary Public
[Signature]
Printed Name of Notary:
Notary Commission No.
My Commission Expires: 3-31-94

JOINDER AND CONSENT

VINES COMMUNITY ASSOCIATION, INC. does hereby join in and consent to the foregoing First Amendment To Amended And Restated Declaration of The Community Association For The Vines Country Club.

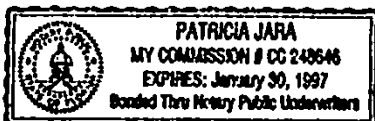
VINES COMMUNITY ASSOCIATION, INC.
By: [Signature]
Joseph A. Heffernan, President
Date: 12/23/93

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23 day of December, 1993, by JOSEPH A. HEFFERNAN, PRESIDENT of VINES COMMUNITY ASSOCIATION, INC., a corporation, on behalf of the corporation. He is personally known to me or who has produced as identification and who did take an oath.

[Signature]
Notary Public
Printed Name of Notary:
PATRICIA JARA
Notary Commission No:

My Commission Expires:



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CHARLE GREEN LEE CIV. PL.