

This Instrument is Prepared By:
Douglas A. Wood, Esquire
SIESKY, PHILON & WOOD
1000 Tamiami Trail North #201
Naples, Florida 34102

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RECORDED BY
SUSAN THOMPSON, D.C.

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

This Second Amendment to Amended and Restated Declaration of the Community Association for The Vines Country Club is dated this 27th day of January, 1999.

WHEREAS, CENDANT MOBILITY SERVICES, INC. ("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; 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. Paragraph 10.05 is deleted and replaced with the following:

"PARKING. No vehicle may be parked overnight anywhere on common areas. No property owner or resident shall park or permit to be parked, anywhere within the confines of the subject property, any vehicle used for commercial purposes, any swamp buggy, stock car, or other vehicle not normally used for highway travel, or any boat, trailer, or recreational vehicle, except when such vehicles are parked within an enclosed garage. No trailer, motor home, boat or boat trailer, tent, shack, or other outbuilding may be used as a temporary residence nor may the same be parked on said property either temporarily or permanently.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Community Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Community Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting."

2. Paragraph 10.12 is deleted and replaced with the following:

“LOT AND UNIT MAINTENANCE. Each owner shall maintain his or her lot and all structures (including the unit) located on the lot, in a neat, orderly and attractive manner and consistent with the general appearance of both the subject property and The Vines Country Club as a whole. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the subject property and the Vines Country Club as initially constructed and otherwise improved by the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Committee).

In the event an owner fails to maintain his or her Lot or Unit in accordance with this Article, the Community Association shall notify the Owner in writing at the address last appearing in the records of the Association of the deficient maintenance and the Owner shall have thirty (30) days to correct the deficiency. If after written notice and the thirty (30) day period to comply, the deficient maintenance has not been corrected the Association shall have the right to enter upon the Owner’s Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. The remedies provided for herein shall be cumulative with all other remedies available to the Community Association under this Declaration (including, without limitation, the imposition of fines or the filing of legal or equitable actions).

In the event that the Community Association performs any remedial work on a Unit or Lot pursuant to this Article, the costs and expenses thereof shall be deemed an assessment against the Owner and may be immediately imposed by the Board of Directors. The Community Association shall not be required to obtain any bids for any of the work performed pursuant to this Article, and the person(s) or company performing such work may be selected by the Community Association in its sole discretion.

There is hereby created an easement in favor of the Community Association and its applicable designees over each Lot for the purpose of entering onto the Lot to perform the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.”

- 3. Paragraph 10.14 is deleted and replaced with the following:

“PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property except that dogs, cats and birds may be kept provided that they are not used for any commercial purpose and they do not constitute a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any common areas. The Pet Owner shall be responsible for cleaning up pet excretions by disposing of them in a sealed container on the Pet Owner’s property. Pets shall also be subject to all applicable rules and regulations.”

- 4. Paragraph 15.01 is deleted and replaced with the following:

“15.01 This Declaration may be amended upon the approval of not less than a majority of the votes of the entire membership of the Community

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Association. In addition, this Declaration may be amended from time to time, by DECLARANT and without the consent of the Community Association, its members or any owner, so long as DECLARANT owns any property, or holds any mortgage encumbering any property other than a unit. In order to be effective, any Amendment to this Declaration must first be recorded in the Public Records of the county in which the subject property is located, and in the case of an Amendment made by the members of the Board, such Amendment shall contain a certification by the President and Secretary of the Community Association that the Amendment was duly adopted, shall certify which Neighborhood Association or members, if any, approved the amendment, and shall be executed by not less than a majority of the Board of Directors of each Neighborhood Association which approved the Amendment.

Witnesses:

[Signature]
Print Name of Witness

[Signature]
Print Name of Witness

CENDANT MOBILITY SERVICES, INC.

By: [Signature]

Name: JOSEPH A. HEFFERNAN

Title: AUTHORIZED SIGNATORY/
SUBJECT TO POA

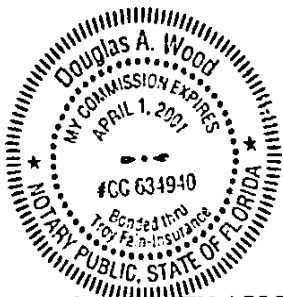
STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 27 day of January, 1999 by Joseph A. Heffernan, Authorized Signatory of CENDANT MOBILITY SERVICES, a Delaware Corporation.

on behalf of and as the act and deed of the corporation.

[Signature]
Notary Public, State of Florida
Print or Type Name: DOUGLAS A WOOD
My Commission Expires: 4/1/2001



JOINDER AND CONSENT

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

VINES COMMUNITY ASSOCIATION, INC.

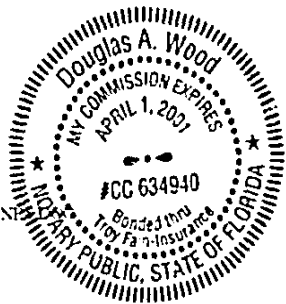
By: [Signature]
Joseph A. Heffernan
Date: January 27, 1999

STATE OF FLORIDA

COUNTY OF CLLCKER

The foregoing instrument was acknowledged before me on the 27 day of January, 1999 by Joseph A Heffernan, President of Vines Community Association, Inc., a Florida Corporation, on behalf of and as the act and deed of the corporation.

[Signature]
Notary Public, State of Florida
Print or Type Name: DOUGLAS A WOOD
My Commission Expires: 4/1/2001



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CHARLIE GREEN, CLERK
LEE COUNTY, FL