

Prepared by and return to:
Jessica R. Palombi, Esq.
Willis & Davidow
851 5th Ave. N., Suite 301
Naples, FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at the Annual Meeting of the members held on March 24, 2015, where a quorum was present, after due notice, the attached Amendments to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood Association, the Articles of Incorporation for Wedge Wood at Pelican Strand Neighborhood Association, Inc., and the Bylaws for Wedge Wood at Pelican Strand Neighborhood,, a Not-For-Profit Corporation, originally recorded in O.R. Book 2596, Page 1556 *et. seq.* of the Public Records of Collier County, Florida were duly approved, adopted, and ratified by the proper percentage of the outstanding votes of the Membership at a meeting called for that purpose.

Date: April 7, 2015

WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION, INC.

J. McLeod
Witness
Print Name: Jessica McLeod

John Lago
John Lago, President

Catherine Fischer
Witness
Print Name: Catherine Fischer

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by John Lago, President of Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida Not-For-Profit Corporation, on behalf of the Association. He is personally known to me or has produced N/A as identification.

Brigit Brennan
Notary Public
Printed Name: Brigit Brennan
My Commission Expires: 6/18/2016



**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
FOR
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD**

Additions are underlined
Deletions are ~~stricken through~~

Section 1.7 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 1.7 "Condominium Association" means ~~any condominium association, or other such entity, their successor and assigns for any particular Condominium, now or hereinafter existing~~ Wedge Wood at the Strand Condominium Association, Inc.

Section 1.11 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 1.11 "Neighborhood Association" means ~~Wedge Wood at Pelican the Strand~~ Wedge Wood at Pelican Strand Condominium Neighborhood Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 5.1 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 5.1 Function of the Neighborhood Association Generally. The Neighborhood Association shall be the entity responsible for the management, maintenance, operation and control of the Common Areas, Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. The Neighborhood Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Neighborhood Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration, and in all Declarations of Condominium and in the Architectural Standards. The Neighborhood Association shall perform its functions in accordance with this Declaration and the Declarations of Condominium, the Bylaws, the Articles of Incorporation and Florida Law. The Neighborhood Association is a multi-condominium association as defined in Chapter 718, Florida Statutes.

Section 5.2(i) is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 5.2(i) The Common Elements of Wedge Wood I at Pelican Strand, a Condominium, and Wedge Wood II at Pelican Strand, a Condominium.

Section 5.3(l) is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 5.3 (l) The Neighborhood Association's authority to manage the Condominiums and the Common Elements of the Condominiums shall include all of the foregoing powers enumerated as (a) through (k) above.

Section 5.4 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

~~Section 5.4 Each Condominium Association~~ The Association shall be responsible for maintaining or repairing said Condominium Associations the common elements of each Condominium in good condition and repair as provided in each Condominium's Declaration. In the event that the Condominium Association fails to maintain and repair said Condominium in good condition and repair, then the Neighborhood Association shall have the right, but not the obligation to maintain and repair the Condominium, and impose on each Unit Owner within the Condominium as Specific Assessment (as described in Article VII) for all costs and expenses incurred in maintaining or repairing said Condominium.

Section 5.5(a) of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

(a) The Neighborhood Association shall use reasonable efforts to maintain insurance on the Neighborhood Association property, the Common Areas, and the Exclusive Common Areas, and ~~may~~ shall maintain insurance on the Condominium(s) of such types, in such amounts and with such companies as required by law and as the Board deems appropriate. So long as the Declarant owns any portion of The Properties, all liability and hazard insurance policies shall name the Declarant as an additional insured.

Section 5.5(b) of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

(b) Any insurance award received for the damage or destruction to a specific Condominium, shall be ~~distributed directly to the Condominium Association of the Condominium which was so damaged or destroyed and shall be~~ disbursed in accordance with the procedures set forth in said Condominium's Declaration of Condominium. The named insured under any insurance policy shall be the Neighborhood Association, as agent for the Condominium Associations(s), its Unit Owners and their mortgagees to the extent of their respective interests.

Section 12.15 is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 12.15 Corporate Merger. Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc., upon approval of this amendment shall merge with and into Wedge Wood at the Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. which

shall be deemed the Surviving Corporation. In the event that the corporate merger is not approved, or the owners in one or more of the Condominiums in the effected Condominiums do not approve the requisite amendments to their Condominium Documents, then the amendments to this Declaration shall be void. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Condominiums or the Neighborhood, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation. The Board of Directors shall have the authority to adopt amendments to the Condominium Documents and the Neighborhood Documents to effectuate the corporate merger in the event that any necessary amendments are inadvertently omitted from those amendments voted on by the membership. It being the intent of the Neighborhood Association and Condominium Associations that the current budget structure remain the same.



Prepared by and return to:
Jessica R. Palombi, Esq.
Willis & Davidow
851 5th Ave. N., Suite 301
Naples, FL 34102

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at the Annual Meeting of the members held on March 24, 2015, where a quorum was present, after due notice, the attached Amendments to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood Association, the Articles of Incorporation for Wedge Wood at Pelican Strand Neighborhood Association, Inc., and the Bylaws for Wedge Wood at Pelican Strand Neighborhood,, a Not-For-Profit Corporation, originally recorded in O.R. Book 2596, Page 1556 *et. seq.* of the Public Records of Collier County, Florida were duly approved, adopted, and ratified by the proper percentage of the outstanding votes of the Membership at a meeting called for that purpose.

Date: ^{April} ~~March~~ 7, 2015

**WEDGE WOOD AT PELICAN
STRAND
ASSOCIATION, INC.**

J. McLeod

Witness
Print Name: *Jessica McLeod*

John Lago

John Lago, President

Catherine Fuzar

Witness
Print Name: *Catherine Fuzar*

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this ^{7th} ~~March~~ ^{April} day of ~~March~~ 2015, by John Lago, President of Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida Not-For-Profit Corporation, on behalf of the Association. He is personally known to me or has produced N/A as identification.

Brigit Brennan

Notary Public
Printed Name: *Brigit Brennan*
My Commission Expires: *6/18/2016*



**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
FOR
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD**

Additions are underlined
Deletions are ~~stricken through~~

Section 1.7 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 1.7 "Condominium Association" means ~~any condominium association, or other such entity, their successor and assigns for any particular Condominium, now or hereinafter existing~~ Wedge Wood at the Strand Condominium Association, Inc.

Section 1.11 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 1.11 "Neighborhood Association" means Wedge Wood at Pelican the Strand Condominium Neighborhood Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 5.1 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

Section 5.1 Function of the Neighborhood Association Generally. The Neighborhood Association shall be the entity responsible for the management, maintenance, operation and control of the Common Areas, Wedge Wood I at Pelican Strand, a Condominium and Wedge Wood II at Pelican Strand, a Condominium. The Neighborhood Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Neighborhood Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration, and in all Declarations of Condominium and in the Architectural Standards. The Neighborhood Association shall perform its functions in accordance with this Declaration and the Declarations of Condominium, the Bylaws, the Articles of Incorporation and Florida Law. The Neighborhood Association is a multi-condominium association as defined in Chapter 718, Florida Statutes.

Section 5.2(i) is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 5.2(i) The Common Elements of Wedge Wood I at Pelican Strand, a Condominium, and Wedge Wood II at Pelican Strand, a Condominium.

Section 5.3(l) is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 5.3 (l) The Neighborhood Association's authority to manage the Condominiums and the Common Elements of the Condominiums shall include all of the foregoing powers enumerated as (a) through (k) above.

Section 5.4 of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

~~Section 5.4 Each Condominium Association~~ The Association shall be responsible for maintaining or repairing said Condominium the common elements of each Condominium in good condition and repair as provided in each Condominium's Declaration. In the event that the Condominium Association fails to maintain and repair said Condominium in good condition and repair, then the Neighborhood Association shall have the right, but not the obligation to maintain and repair the Condominium, and impose on each Unit Owner within the Condominium as Specific Assessment (as described in Article VII) for all costs and expenses incurred in maintaining or repairing said Condominium.

Section 5.5(a) of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

(a) ~~The Neighborhood Association shall use reasonable efforts to maintain insurance on the Neighborhood Association property, the Common Areas, and the Exclusive Common Areas, and may shall maintain insurance on the Condominium(s) of such types, in such amounts and with such companies as required by law and as the Board deems appropriate. So long as the Declarant owns any portion of The Properties, all liability and hazard insurance policies shall name the Declarant as an additional insured.~~

Section 5.5(b) of the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is amended as follows:

(b) ~~Any insurance award received for the damage or destruction to a specific Condominium, shall be distributed directly to the Condominium Association of the Condominium which was so damaged or destroyed and shall be disbursed in accordance with the procedures set forth in said Condominium's Declaration of Condominium. The named insured under any insurance policy shall be the Neighborhood Association, as agent for the Condominium Associations(s), its Unit Owners and their mortgagees to the extent of their respective interests.~~

Section 12.15 is added to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood as follows:

Section 12.15 Corporate Merger. Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc., upon approval of this amendment shall merge with and into Wedge Wood at the Strand Neighborhood Association, Inc. hereafter to be known as Wedge Wood at the Strand Condominium Association, Inc. which

shall be deemed the Surviving Corporation. In the event that the corporate merger is not approved, or the owners in one or more of the Condominiums in the effected Condominiums do not approve the requisite amendments to their Condominium Documents, then the amendments to this Declaration shall be void. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Condominiums or the Neighborhood, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the surviving corporation. The Board of Directors shall have the authority to adopt amendments to the Condominium Documents and the Neighborhood Documents to effectuate the corporate merger in the event that any necessary amendments are inadvertently omitted from those amendments voted on by the membership. It being the intent of the Neighborhood Association and Condominium Associations that the current budget structure remain the same.



Exhibit A

PLAN OF MERGER

OF
WEDGE WOOD I AT PELICAN STRAND CONDOMINIUM ASSOCIATION, INC.
WEDGE WOOD II AT PELICAN STRAND CONDOMINIUM ASSOCIATION, INC.
AND
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION, INC.
To be known as
WEDGE WOOD AT THE STRAND CONDOMINIUM ASSOCIATION, INC.

WHEREAS, Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida not-for-profit corporation, is the corporate entity responsible for the operation, management, and maintenance of certain common properties serving the development known as "Wedge Wood", as more particularly described in the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood, recorded at Official Records Book 2596, Page 1556 *et. seq.*, of the Public Records of Collier County; and

WHEREAS, Wedge Wood I at Pelican Strand Condominium Association, Inc., a Florida not-for-profit corporation, is the corporate entity responsible for the operation, management, and maintenance of Wedge Wood I at Pelican Strand, a Condominium, as more particularly described in the Declaration of Condominium of Wedge Wood I at Pelican Strand, a Condominium, recorded at Official Records Book 2596, Page 1630 *et. seq.*, of the Public Records of Collier County; and

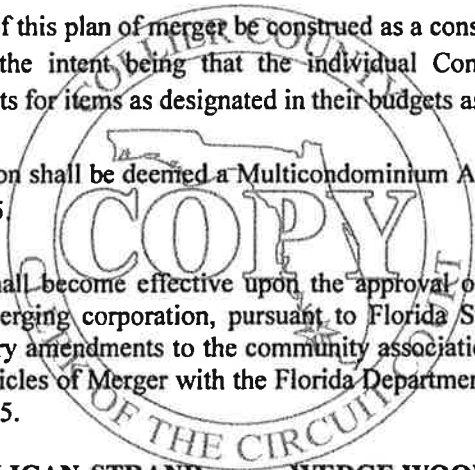
WHEREAS, Wedge Wood II at Pelican Strand Condominium Association, Inc., a Florida not-for-profit corporation, is the corporate entity responsible for the operation, management, and maintenance of Wedge Wood II at Pelican Strand, a Condominium, as more particularly described in the Declaration of Condominium of Wedge Wood II at Pelican Strand, a Condominium, recorded at Official Records Book 2655, Page 2649 *et. seq.*, of the Public Records of Collier County; and

WHEREAS, the Boards of Directors of the above-named corporations have met and determined that simplicity and economy of operation of the condominiums and communities will be enhanced by the merger of the aforementioned corporations into a single operating entity.

THEREFORE BE IT RESOLVED that pursuant to Florida Statutes sections 617.1101 through 617.1103, the following plan of merger is hereby adopted.

1. Wedge Wood I at Pelican Strand Condominium Association, Inc., a Florida not-for-profit corporation, and Wedge Wood II at Pelican Strand Condominium Association, Inc., a Florida not-for-profit corporation, shall be the merging corporations and Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida not-for-profit corporation, to become known as Wedge Wood at the Strand Condominium Association, Inc. a Florida not-for-profit corporation shall be the surviving corporation that will operate and manage Wedge Wood I at Pelican Strand, a Condominium, Wedge Wood II at Pelican Strand, a Condominium, and the Wedge Wood Neighborhood, through its Board of Directors;

2. Subsequent to the merger, Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. shall be subject to the Articles of Incorporation and By-Laws of Wedge Wood at the Strand Condominium Association, Inc., as amended;
3. The Wedge Wood at Pelican Strand Neighborhood Association, Inc., hereafter known as Wedge Wood at the Strand Condominium Association, Inc., shall, upon the merger, assume all the powers, rights, duties, assets and liabilities of Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc.;
4. The adoption of this plan of merger shall not be construed as a consolidation of the individual condominiums and separate properties operated by the merging corporations;
5. Nor shall the adoption of this plan of merger be construed as a consolidation of all budgets of the merging corporations, the intent being that the individual Condominiums will continue to maintain separate budgets for items as designated in their budgets as of the date of this merger;
6. The surviving corporation shall be deemed a Multicondominium Association pursuant to Florida Statutes Section 718.405.
7. This Plan of Merger shall become effective upon the approval of the Board of Directors and membership of each merging corporation, pursuant to Florida Statutes section 617.1103, the adoption of the necessary amendments to the community association documents attached hereto and the filing of the Articles of Merger with the Florida Department of State pursuant to Florida Statutes section 617.1105.



WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD ASSOCIATION, INC.,
 a Florida not-for-profit corporation,
 By: _____

_____, President
 Dated this ____ day of March, 2015

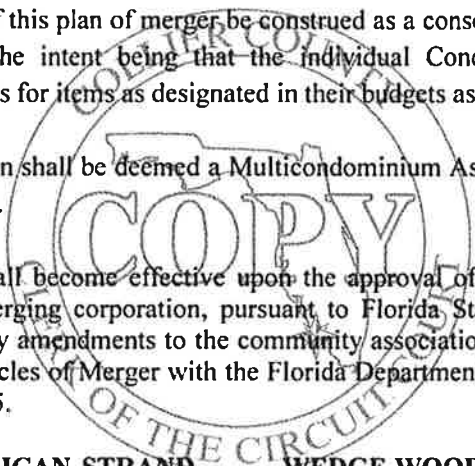
WEDGE WOOD I AT PELICAN STRAND CONDOMINIUM ASSOCIATION, INC.,
 a Florida not-for-profit corporation,
 By: _____

_____, President
 Dated this 17th day of April, 2015

WEDGE WOOD II AT PELICAN STRAND CONDOMINIUM ASSOCIATION, INC.,
 a Florida not-for-profit corporation,
 By: _____

_____, President
 Dated this ____ day of March, 2015

2. Subsequent to the merger, Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc. shall be subject to the Articles of Incorporation and By-Laws of Wedge Wood at the Strand Condominium Association, Inc., as amended;
3. The Wedge Wood at Pelican Strand Neighborhood Association, Inc., hereafter known as Wedge Wood at the Strand Condominium Association, Inc., shall, upon the merger, assume all the powers, rights, duties, assets and liabilities of Wedge Wood I at Pelican Strand Condominium Association, Inc. and Wedge Wood II at Pelican Strand Condominium Association, Inc.;
4. The adoption of this plan of merger shall not be construed as a consolidation of the individual condominiums and separate properties operated by the merging corporations;
5. Nor shall the adoption of this plan of merger be construed as a consolidation of all budgets of the merging corporations, the intent being that the individual Condominiums will continue to maintain separate budgets for items as designated in their budgets as of the date of this merger;
6. The surviving corporation shall be deemed a Multicondominium Association pursuant to Florida Statutes Section 718.405.
7. This Plan of Merger shall become effective upon the approval of the Board of Directors and membership of each merging corporation, pursuant to Florida Statutes section 617.1103, the adoption of the necessary amendments to the community association documents attached hereto and the filing of the Articles of Merger with the Florida Department of State pursuant to Florida Statutes section 617.1105.



**WEDGE WOOD AT PELICAN STRAND
NEIGHBORHOOD ASSOCIATION, INC.,**
a Florida not-for-profit corporation,
By: _____

_____, President
Dated this ____ day of March, 2015

**WEDGE WOOD I AT PELICAN STRAND
CONDOMINIUM ASSOCIATION, INC.,** a
Florida not-for-profit corporation,
By: _____

_____, President
Dated this ____ day of March, 2015

**WEDGE WOOD II AT PELICAN
STRAND CONDOMINIUM
ASSOCIATION, INC.,** a Florida not-for-
profit corporation,
By: Stoddard W. J. J. J.

Ronald Gauch, President
Dated this 10 day of March, 2015
april

Prepared by and return to:

> C. Perry Peeples, Esq.
Annis, Mitchell, Cockey, Edwards & Roehn
8889 Pelican Bay Blvd., Suite 300
Naples, Florida 34108

Retn:

ANNIS MITCHELL ET AL
PICK UP

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF RESTRICTIONS FOR
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD**

THIS AMENDMENT to the Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood is made this 16th day of February, 2000, by Parker-Strand III, Inc., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has recorded that certain Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood (hereinafter referred to as "Declaration"), which Declaration is recorded at Official Records Book 2596, Page 1556, as amended, of the Public Records of Collier County, Florida; and

WHEREAS, section 12.4 of the Declaration states that ". . . until Declarant transfers control of the Neighborhood Association, Declarant may, at its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions, and other provisions of this Declaration. . ."; and

WHEREAS, the Declarant owns land in the Properties for development or for sale in the ordinary course of business and has not transferred control of the Neighborhood Association; and

WHEREAS, upon the original recording of the Declaration, a scrivener's error in the legal description of the Neighborhood Association pool area and adjacent parking facilities included, in error, lands not intended by the Declarant to be included in the Common Areas of the Neighborhood Association; and

WHEREAS, the Declarant desires to amend the Declaration to remove such property from the Common Areas; and

WHEREAS, upon the original recording of the Declaration, a scrivener's error in the legal description of the Neighborhood Association pool area and adjacent parking facilities omitted, in error, lands intended by the Declarant to be included in the Common Areas of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to include such property in the Common Areas; and

WHEREAS, Declarant desires to amend Exhibit "B" of the Declaration for purposes of correcting the legal description of the Wedge Wood Neighborhood Association Common Areas.

NOW, THEREFORE, the Declarant hereby amends Exhibit "B" of the Declaration, and declares that the real property described in Schedule "A", attached hereto, is included in the Common Areas of the Neighborhood Association, and the real property described in Schedule "B", attached hereto, is hereby removed from the Common Areas of the Neighborhood Association.

IN WITNESS WHEREOF, Parker-Strand III, Inc., a Florida corporation, does hereby execute this Amendment to Declaration of Restrictions for Wedge Wood at Pelican Strand Neighborhood by its duly authorized officers as of the date and year first above written.

Witnesses:

Declarant:

PARKER-STRAND III, INC., a Florida corporation

Elaine C. Sparling
Printed Name: ELAINE C. SPARLING

By: [Signature]
Printed Name: DAVID KNIZNER
Its: VICE PRESIDENT

Jacqueline M. White
Printed Name: Jacqueline M. White

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16th day of February, 2000, by DAVID KNIZNER, as vice President of Parker-Strand III, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced N/A as identification.

(Seal)

Christina Lee Chappell
Notary Public
Print Name: CHRISTINA LEE CHAPPELL
My Commission Expires: _____



Christina Lee Chappell
MY COMMISSION # CC730336 EXPIRES
May 18, 2002
BONDED THRU TROY FAIN INSURANCE, INC

SCHEDULE "A"

Description of Parcel 2 – a portion of Tract 14, Pelican Strand Replat – 1C, according to the plat thereof as recorded in Plat Book 31, pages 54-57, of the Public Records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly sideline of Pelican Strand Boulevard;
Thence S $68^{\circ}02'16''$ E along the northerly side of said Tract 14 125.71 feet;
Thence S $36^{\circ}12'23''$ W 27.92 feet to the Point of Beginning;
Thence continue S $36^{\circ}12'23''$ W 61.84 feet;
Thence N $67^{\circ}26'41''$ E 31.33 feet;
Thence N $11^{\circ}20'33''$ E 39.11 feet to the Point of Beginning.

Description of Parcel 4 – a portion of Tract 14, Pelican Strand Replat – 1C, according to the plat thereof as recorded in Plat Book 31, pages 54-57, of the Public Records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly sideline of Pelican Strand Boulevard;
Thence S $68^{\circ}02'16''$ E along the northerly side of said Tract 14 125.71 feet;
Thence S $36^{\circ}12'23''$ W 95.43 feet to the Point of Beginning;
Thence continue S $36^{\circ}12'23''$ W 100.29 feet;
Thence S $53^{\circ}47'37''$ E along the northerly line of Sand Wedge Lane 21.80 feet;
Thence 13.25 feet southeasterly along the arc of a curve to the left, having a radius of 51.00 feet, a central angle of $14^{\circ}53'09''$ and being subtended by a chord bearing S $61^{\circ}14'12''$ E for 13.21 feet;
Thence S $68^{\circ}40'46''$ E along the northerly line of Sand Wedge Lane 4.51 feet;
Thence N $13^{\circ}03'52''$ E 102.99 feet to the Point of Beginning.

SCHEDULE "B"

Description of Parcel 1 – a portion of Tract 14, Pelican Strand Replat – 1C, according to the plat thereof as recorded in Plat Book 31, pages 54-57, of the Public Records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly sideline of Pelican Strand Boulevard;
Thence S 68°02'16" E along the northerly side of said Tract 14 113.77 feet to the Point of Beginning;
Thence continue S 68°02'16" E along said northerly line 11.94 feet;
Thence S 36°12'23" W 27.92 feet;
Thence N 11°20'33" E 27.53 feet to the Point of Beginning.

Description of Parcel 3 – a portion of Tract 14, Pelican Strand Replat – 1C, according to the plat thereof as recorded in Plat Book 31, pages 54-57, of the Public Records of Collier County, Florida, being more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly sideline of Pelican Strand Boulevard;
Thence S 68°02'16" E along the northerly side of said Tract 14 125.71 feet;
Thence S 36°12'23" W 89.76 feet to the Point of Beginning;
Thence continue S 36°12'23" W 5.67 feet;
Thence N 13°03'52" E 3.62 feet;
Thence N 67°26'41" E 2.74 feet to the Point of Beginning.

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

C. Perry Peeples, Esquire
Annis, Mitchell, Cockey,
Edwards & Roehn, P.A.
8889 Pelican Bay Blvd.
Suite 300
Naples, Florida 34108

Retn:
HERITAGE TITLE
PICK UP

DECLARATION OF RESTRICTIONS
FOR
WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD

THIS DECLARATION OF RESTRICTIONS FOR WEDGE WOOD AT PELICAN STRAND NEIGHBORHOOD (the "Declaration") is made this 2nd day of SEPT., 1999, by PARKER-STRAND III, INC., a Florida corporation (the "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a portion of Wedge Wood at Pelican Strand, a neighborhood located in the planned residential community known as Pelican Strand in Collier County, Florida;

WHEREAS, Declarant desires to impose certain covenants, conditions and restrictions on the land and all improvements, in Wedge Wood at Pelican Strand, to protect and enhance the property values therein;

WHEREAS, Declarant may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without The Properties (as hereinafter defined) to the Neighborhood Association (as hereinafter defined), and the Neighborhood Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members (as defined herein).

NOW, THEREFORE, Declarant, and the Neighborhood Association, declare that The Properties described in Exhibit "A", attached hereto and incorporated herein by reference together with any and all additions as may hereafter be made thereto, is and shall be owned, used and conveyed subject to the covenants, conditions, restrictions

and all other provisions of this Declaration, which shall run with The Properties and be binding on and inure to the benefit of all parties having any right, title or interest in The Properties or any part thereof and their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1.1 "Area of Common Responsibility" means the Common Areas, together with those areas, including, but not limited to the Condominium(s), which by the terms of this Declaration, any Supplemental Declaration (as hereinafter defined), other applicable covenants, or by contract become the responsibility of the Neighborhood Association.

Section 1.2 "Base Assessment" means the assessments levied on all Units subject to assessment under Section 7.1 to fund the Common Expenses for the general benefit of all Units, as more particularly described in Article VII.

Section 1.3 "Board of Directors" or "Board" means the body responsible for administration of the Neighborhood Association, selected as provided in this Declaration and the By-Laws.

Section 1.4 "Common Areas" means the real and personal property within Wedge Wood at Pelican Strand which is declared herein or in any Supplemental Declaration to be the "Common Areas" or on any recorded subdivision plat of The Properties and improvements thereto or shown on any Declaration of Condominium, if any, which are designated for the use and enjoyment of all Members of the Neighborhood Association, or which are otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Neighborhood Association and which are intended to be devoted to the common use and enjoyment of some or all of the Members of the Neighborhood Association, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Neighborhood Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Neighborhood Association. As used herein, "Common Areas" shall include, among other things, (i) the improvements and equipment located in or on the Common Areas, including, without limitation, any private roadways, signage, entry gate, ~~entry~~ features, swales and berms, structures, street lights, pedestrian paths and irrigation systems; (ii) special grading, landscaping, lighting or improvements of common benefit to Wedge Wood at Pelican Strand located near, but not within, the land constituting the Common Areas and areas declared as such in a Supplemental

Declaration; (iii) any utility facilities located in The Properties which serves more than one condominium; (iv) any parking facilities designated as Common Areas in this Declaration or any Supplemental Declarations; recreational facilities, clubhouse, road, utilities, wall and entry features, street lights and irrigation equipment, if any, for the use of the Neighborhood Association, shall be located in Common Areas. The Declarant hereby dedicates as Common Areas the property legally described on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Neighborhood Association. A separate single family Unit may be located adjacent to the recreational facilities, or in the Common Areas, but shall expressly not be a part of the Common Areas, notwithstanding the description contained in Exhibit "B," and the Declarant shall retain the right to sell, lease or otherwise convey or encumber the Unit.

Section 1.5 "Common Expenses" means all expenses incurred by the Neighborhood Association in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.6 "Condominium" means any portions of Wedge Wood at Pelican Strand declared to be a Condominium herein or by appropriate Supplemental Declaration, and may consist of one or more Units. Each Condominium is set aside for the exclusive use and enjoyment of the Owners (as defined herein) and occupants of said Condominium, to the exclusion of others by this Declaration or by appropriate Supplemental Declaration and includes the Common Elements of a Condominium (as defined by the Condominium Act, Chapter 718, Florida Statutes), if any, located within said Condominium.

Section 1.7 "Condominium Association" means any condominium association, or other such entity, their successor and assigns for any particular Condominium, now or hereinafter existing.

Section 1.8 "Declarant" means Parker-Strand III, Inc., a Florida corporation, and its successor(s) or assign(s) of any or all of its rights under this Declaration who takes title to any portion of the Properties described in Exhibit "A" for the purpose of development and/or resale in the ordinary course of business and who is designated as a Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 1.9 "Exclusive Common Areas" means any portion of the Common Areas which is set aside for the exclusive use and enjoyment of certain Members and their families, tenants, and guests, to the exclusion of other Members, by this Declaration or by an appropriate Supplemental Declaration.

Section 1.10 "Member" means a Person entitled to membership in the Neighborhood Association as provided in Section 3.1.

Section 1.11 "Neighborhood Association" means Wedge Wood at Pelican Strand Neighborhood Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.12 "Owner" means a record holder of fee simple title to any Unit located within The Properties, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

Section 1.13 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.14 "Special Assessments" means the assessments levied in accordance with Section 7.6 of this Declaration.

Section 1.15 "Specific Assessment" means the assessments levied in accordance with Section 7.7 of this Declaration.

Section 1.16 "Street" means any street or other thoroughfare constructed within Wedge Wood at Pelican Strand whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.17 "Supplemental Declaration" means an instrument executed by the Declarant, for so long as it owns any portions of Wedge Wood at Pelican Strand or thereafter by the Neighborhood Association, and recorded in the Public Records of Collier County for the purpose of adding to Wedge Wood at Pelican Strand, withdrawing any portions thereof from the effect of this Declaration, designating a portion of Wedge Wood at Pelican Strand as a Common Area or Exclusive Common Area, identifying a Condominium or for any other purpose contemplated in this Declaration.

Section 1.18 "The Properties" means all real property described in Exhibit "A" which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article IV hereof.

Section 1.19 "Unit" means (i) a condominium unit together with the undivided share of the common element which is appurtenant to the unit, (ii) an apartment or townhome, (iii) a single family residential home, (iv) duplex, or (v) any quantity of land located within the Properties (including any fixtures and improvements thereon) capable of being described with such definiteness that its location and boundaries may be established, which may be independently owned and conveyed, or which is intended for development, use and/or occupancy by a Member; provided, however, Unit shall not include the Common Areas or any portion thereof. For

purposes of this Declaration, a Unit shall come into existence when a Certificate of Occupancy is issued by the appropriate governmental entity.

ARTICLE II
PROPERTY RIGHTS

Section 2.1 Common Areas. The Common Areas, excluding the portions thereof designated as Exclusive Common Areas, and further excluding a single-family Unit located adjacent to or above the clubhouse, are hereby dedicated to the joint and several non-exclusive use in common of the Members in the manner specified in this Declaration and all Members' respective permitted lessees, guests, families, and invitees, all as provided and regulated in this Declaration or otherwise by the Neighborhood Association. Every Member shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, excluding the portions thereof designated as Exclusive Common Areas, subject to:

(a) This Declaration, the Bylaws of the Neighborhood Association and any other applicable covenants;

(b) Any restriction or limitations contained in any deed conveying such property to the Neighborhood Association; and

(c) The rights of the Neighborhood Association pursuant to Section 5.3 hereof and the rights of the Declarant pursuant to Section 4.3 hereof;

Any Member may extend his or her right of use and enjoyment to the members of his or her family, lessees, and invitees, subject to reasonable Board regulation. A Member who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

Section 2.2 Exclusive Common Areas. Certain portions of the Common Areas are or may be designated as Exclusive Common Areas reserved for the exclusive use or benefit of certain Members. The Declarant shall assign the exclusive use thereof in the instrument dedicating, designating, granting, leasing or conveying the Exclusive Common Areas to the Neighborhood Association; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Areas to additional Members, including Condominiums, so long as the Declarant has the right to subject additional property to this Declaration pursuant to Section 4.1. At the time of recording this Declaration, there are none, although the Declarant reserves the rights to subsequently add Exclusive Common Areas pursuant to a Supplemental Declaration.

Section 2.3 Condominiums. Certain portions of The Properties shall contain Condominiums, as such term is defined in Chapter 718, *Florida Statutes*, and said portions of The Properties shall be reserved for the exclusive use and benefit of the Owners of Units in said Condominium. No amendment shall be made which would materially adversely affect the rights of a specific Condominium without the unanimous consent of all owners of Units within the Condominium, and the mortgagees of Units in such Condominium, if such mortgagee's lien encumbers said Condominium or any portion thereof.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership.

(a) Every Owner, including the Declarant, shall be a Member of the Neighborhood Association. Membership is mandatory and automatic with ownership of a Unit and shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Neighborhood Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Neighborhood Association.

(b) Members' rights, powers, duties, and privileges shall be as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Neighborhood Association. A copy of the Articles of Incorporation of the Neighborhood Association is attached hereto and incorporated herein by reference and a copy of the Bylaws is attached hereto and incorporated herein by reference.

(c) The Neighborhood Association shall at all times maintain a register setting forth names of the Owners of all of the Units and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Neighborhood Association in writing of his interest in such Unit together with such recording information as shall be pertinent to identify the instrument by which purchaser or transferee has acquired his interest in the Unit. Further, the Owner of each Unit shall at all times notify the Neighborhood Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may, if he or it so desires, notify the Neighborhood Association of the existence of any mortgage or mortgages held by such party on any Unit and, upon receipt of such notice, the Neighborhood Association shall register in its records all pertinent information pertaining to the same.

Section 3.2 Multiple Owners of a Unit.

(a) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit, which vote shall be cast by the voting member. If any Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Neighborhood Association, as the voting member for that Unit. Failure by all Owners of a Unit (except in the case of a husband and wife who are the sole owners of the Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Neighborhood Association. In the case a husband and wife are the sole owners of the Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Unit. The appearance at any meeting of any co-owner of a Unit shall constitute that Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Unit may be designated as a voting member for each Unit which he or it owns, and may cast one (1) vote for each such Unit.

(b) There shall be one (1) voting member for each Unit pursuant to this Declaration and amendments hereto.

Section 3.3 Condominium. In the discretion of the Owner(s) and developer(s) of each Condominium, the Units within a particular Condominium may be subject to additional covenants and/or the Owners may all be members of a Condominium Association in addition to being members of the Neighborhood Association. Any Condominium may request that the Neighborhood Association provide a higher level of service

or special services for the benefit of Units in such Condominium and upon the affirmative vote, written consent, or a combination thereof, of the Owner(s) of a majority of the Units within the Condominium, the Neighborhood Association may provide the requested services, upon Board approval of the request. The cost of such services shall be assessed to the Units within such Condominium and as a Condominium Assessment pursuant to Article VII.

Section 3.4 Board of Directors. All the affairs, policies, regulations and property of the Neighborhood Association shall be controlled and governed by the Board of Directors of the Neighborhood Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board. The election of the Directors is prescribed in the Articles attached hereto.

ARTICLE IV
DECLARANT'S RIGHTS AND POWERS

Section 4.1 Additions to The Properties.

(a) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands to The Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF UNITS, THE NUMBER OF POTENTIAL MEMBERS OF THE NEIGHBORHOOD ASSOCIATION AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE NEIGHBORHOOD ASSOCIATION.

At the time any additional lands are made subject to this Declaration, Declarant may also record an instrument which:

- (1) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or
- (2) creates new provisions applicable only to such additional lands; or
- (3) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
- (4) does any, all, or none of the above.

(b) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 4.2 Withdrawal of Property and Allotment. The Declarant reserves the right to amend this Declaration so long as Declarant owns land in The Properties for development or for sale in the ordinary course of business, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Neighborhood Association from coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plan for The Properties. In order to remove property from the coverage of this Declaration, the Declarant shall record in the Public Records of Collier County, Florida, a Supplemental Declaration describing the property to be removed from the coverage of this Declaration.

Section 4.3 Common Areas.

(a) So long as the Declarant owns land in The Properties for development or for sale in the ordinary course of business:

- (1) Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Neighborhood Association or to any other person or association within or without The Properties for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Neighborhood Association must accept from Declarant any such conveyance, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are dedicated, conveyed, leased, licensed or a use right is granted to the Neighborhood Association.
- (2) The Neighborhood Association shall not accept from any person other than Declarant a conveyance, dedication, lease, grant of license,

or grant of use right except upon the prior written consent of the Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

- (3) Declarant shall have the right, and the power, to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of The Properties as a place to live.
- (4) Any type use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.
- (5) Declarant shall have the right in its sole discretion to grant easements, licenses, or use rights for the Common Areas to persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(b) Prior to any conveyance, dedication, lease or grant of easement, license or other use right by Declarant to the Neighborhood Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Neighborhood Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

(c) Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Neighborhood Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant. The Common Areas shall be conveyed to the Neighborhood Association, less and except the single-family Unit located adjacent to or above the clubhouse.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in The Properties for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Neighborhood Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Neighborhood Association or other entity, nor the recordation of any other instrument subjecting any land in The Properties to protective covenants, and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Neighborhood Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Declarant, its assigns and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of Wedge Wood at Pelican Strand for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, and/or alteration of any improvements or facilities on the Common Areas or elsewhere in Wedge Wood at Pelican Strand as the Declarant, its assigns and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant, its assigns and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within Wedge Wood at Pelican Strand, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Neighborhood Association holds title to the applicable Common Areas as of any relevant time.

Section 4.4 Condominiums.

So long as the Declarant owns land in The Properties for development, or for sale in the ordinary course of business, Declarant shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Condominiums without amending those provisions with respect to all Condominiums and to supplement this Declaration by recording separate covenants,

conditions, restrictions, and other provisions applying to any specific Condominium. Such amendments or separate instruments may or may not create property associations or condominium associations or entities other than the Neighborhood Association.

Section 4.5 Enforcement and Inaction.

(a) So long as the Declarant owns land in The Properties for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Neighborhood Association, or to any Condominium Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Neighborhood Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Neighborhood Association or by a Condominium Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in The Properties for development or sale in the ordinary course of business, the Neighborhood Association shall have the right and power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Neighborhood Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VII.

ARTICLE V

NEIGHBORHOOD ASSOCIATION'S RIGHTS AND POWERS

Section 5.1 Function of the Neighborhood Association Generally. The Neighborhood Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Neighborhood Association shall be the primary entity responsible

for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Neighborhood Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Architectural Standards. The Neighborhood Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law.

Section 5.2 Maintenance, Operation and Repair of the Area of Common Responsibilities.

The Neighborhood Association shall be responsible for maintenance, operation and repair of the following, regardless of whether the following are Common Areas:

(a) Such security systems, if any, and facilities, if any, and signage areas, if any, which shall be operated and maintained for the benefit of the Members within The Properties;

(b) All bike paths, if any, promenades, if any, sidewalks, if any, walkways, streets and crossovers within any portion of The Properties which are not publicly dedicated. All Streets in The Properties may be publicly dedicated;

(c) The surface and subsurface water and stormwater management systems;

(d) The areas, if any, in which entrance signs are placed identifying The Properties and the entrance signs located in such areas;

(e) Any Common Areas or other areas conveyed, dedicated, or leased to or used by the Neighborhood Association, including any improvements on such Common Areas;

(f) The landscaping throughout The Properties, including (i) all or any part of the landscaped areas which have been conveyed to an Owner, (ii) such landscaped areas that are part of the Common Areas, and (iii) such landscaped areas which are part of the Condominium(s) which the Neighborhood Association, in its sole discretion, elects to maintain. The landscaping shall be maintained and operated in a first class condition. The Neighborhood Association so that the grounds are consistently maintained; and

(g) Property not owned by the Neighborhood Association and/or subject to this Declaration, when the Board has determined that such maintenance would benefit all Owners; and

(h) The Exclusive Common Areas.

Section 5.3 Management of Neighborhood Association Property and Common Areas.

The Neighborhood Association's authority to manage Neighborhood Association Property and Common Areas, shall include:

(a) The right to establish rules and regulations governing the use of the Neighborhood Association Property, Common Areas, and Exclusive Common Areas;

(b) The right to charge reasonable admission and other fees or assessments for the use of Neighborhood Association Property and Common Areas;

(c) The right to suspend a Member's right to use Neighborhood Association Property and Common Areas for any period during which any assessments against the Member's Unit or any obligation of the Member to the Neighborhood Association remains unpaid, and for a reasonable period during or after any infraction of the Neighborhood Association's rules and regulations;

(d) The right to dedicate or transfer all or any part of Neighborhood Association Property and Common Areas to any governmental agency, public authority, or utility;

(e) The right to borrow money for the purpose of improving Neighborhood Association Property and Common Areas or property which is to be publicly dedicated but required to be upgraded or maintained by any local, state or federal government agency, and in aid thereof to mortgage the same;

(f) The right to take such steps as are reasonably necessary to protect The Properties and Common Areas against foreclosure;

(g) Subject to the limitations contained in this Declaration, the right to grant easements to all or any part of The Properties covered by this Declaration and Common Areas;

(h) The right and obligation to establish a budget for its fiscal operations and to establish the assessments needed for such fiscal year;

(i) The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Neighborhood Association, including the Articles of Incorporation and Bylaws of the Neighborhood Association, and any rules and regulations governing use and enjoyment of Neighborhood Association Property and Common Areas, adopted by the Neighborhood Association; and

(j) The right to enter into contracts for the maintenance of the landscaped areas and roadways which are part of The Properties and Common Areas; and

(k) The right to enter into a management agreement with a licensed community association manager, for purposes of retaining the manager to perform all management bookkeeping, and administrative services for the Neighborhood Association.

Section 5.4 Maintenance of Condominiums.

Each Condominium Association shall be responsible for maintaining or repairing said Condominium Association's Condominium in good condition and repair. In the event that the Condominium Association fails to maintain and repair said Condominium in good condition and repair, then the Neighborhood Association shall have the right, but not the obligation to maintain and repair the Condominium, and impose on each Unit Owner within the Condominium a Specific Assessment (as described in Article VII) for all costs and expenses incurred in maintaining or repairing said Condominium.

Section 5.5 Insurance.

(a) The Neighborhood Association shall use reasonable efforts to maintain insurance on the Neighborhood Association property, the Common Areas, and the Exclusive Common Areas, and may maintain insurance on the Condominium(s) of such types, in such amounts and with such companies as the Board deems appropriate. So long as Declarant owns any portion of The Properties, all liability and hazard insurance policies shall name the Declarant as an additional insured.

(b) Any insurance award received for the damage or destruction to a specific Condominium, shall be distributed directly to the Condominium Association of the Condominium which was so damaged or destroyed and shall be disbursed in accordance with the procedures set forth in said Condominium's Declaration of Condominium. The named insured under any insurance policy shall be the Neighborhood Association, as agent for the Condominium

Association(s), its Unit Owners and their mortgagees to the extent of their respective interests.

Section 5.6 Conveyances to Neighborhood Association.

Declarant may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without The Properties to the Neighborhood Association, and the Neighborhood Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members.

**ARTICLE VI
MEMBERS' RIGHTS**

Section 6.1 Members' Rights and Easements.

Subject to the terms and conditions of this Declaration, every Member shall have a right of enjoyment and use in and an easement to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Unit.

Section 6.2 Delegation of Right.

(a) A Member may delegate his right of use and easement to Common Areas to the members of his family, to residential tenants who reside on the Member's Unit, and to the Member's guests and invitees, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in this Declaration, the Bylaws and in accordance with the Neighborhood Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Neighborhood Association's rules and regulations by such Person shall be deemed to be an infraction by such Member.

**ARTICLE VII
ASSESSMENTS**

Section 7.1 Assessments and Personal Obligation.

(a) The Neighborhood Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments, specific assessments, and such other assessments

as are provided for by any applicable law, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Neighborhood Association for operation, maintenance and management of The Properties, assessments payable to any other homeowners, or condominium association or other association for the maintenance, repair and/or replacement of roads, boardwalks, utilities or other improvements benefiting The Properties or any part thereof, property taxes and assessments against The Properties (until such time as any of such taxes and assessments are made against the Units individually and thereafter only as to such taxes or assessments, if any, as may be assessed against The Properties as a whole), insurance premiums as described in Section 5.5, legal and accounting fees, management fees and operating expenses of The Properties and the Neighborhood Association, maintenance, repairs and replacement (but only as to the Common Areas and Exclusive Common Areas, except for emergency repairs or replacements to individual Units deemed necessary to protect the Common Areas and if properly chargeable to the individual Unit concerned the Neighborhood Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility and water used in common for the benefit of The Properties, and other associations, cleaning and janitorial services for the Common Areas and Exclusive Common Areas, for special services provided to specific Unit Owners as more particularly described on Section 7.7, and the creation of reasonable contingency or reserve requirements for the protection of the members and The Properties (i.e., reserves for replacements, operating reserves to cover deficiencies and unforeseen contingencies), and all other expenses declared by the Board of Directors of the Neighborhood Association to be Common Expenses from time to time, and any and all other sums due from the Neighborhood Association under any lease, contract or undertaking for recreational facilities.

(c) All notices of assessments from the Neighborhood Association to the Unit Owners shall designate when they are due and payable.

Section 7.2 Declarant's Duties and Obligations With Respect to Assessments.

(a) The Declarant shall not be liable for the payment of assessments on Units that it owns during the period that the Declarant has guaranteed the budget since the Declarant guarantees to each Unit Owner that assessment of Common Expenses of the Neighborhood Association imposed upon the Unit Owner other than the Declarant, not including any Condominium Association assessment or

Master Association assessment, will not exceed \$817.44 per Unit per year, without reserves, for the period commencing with the recording of this Declaration and continuing until the expiration of twenty four (24) months from the date of conveyance of the first Unit to be conveyed to a Unit Owner other than the Declarant or turnover of control of the Neighborhood Association, whichever occurs earlier ("Initial Termination Date"). During such period, the Declarant will pay to the Neighborhood Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Declarant will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board.

Section 7.3 Lien.

(a) The Neighborhood Association has a lien on each Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest which are incident to the collection of the assessment with respect to said Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of Collier County, Florida, and provide for the description of the Unit, the name of the record owner, the name and address of the Neighborhood Association, the amount due and the due dates.

Section 7.4 Priority and Extinguishment of the Lien.

(a) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

- (1) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding

the acquisition of title and for which payment in full has not been received by the Neighborhood Association; or

- (2) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Neighborhood Association as a defendant in the foreclosure action. Joinder of the Neighborhood Association is not required if, on the date the complaint is filed, the Neighborhood Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the Mortgagee.

The person acquiring title shall pay the amount owed to the Neighborhood Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Neighborhood Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(b) In addition to the lien rights set forth above, the Neighborhood Association shall be entitled to collect interest at a rate determined by the Neighborhood Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Neighborhood Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Fifty and No/100 Dollars (\$50.00) or ten percent (10%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Neighborhood Association shall be applied first to any interest accrued by the Neighborhood Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(c) The Neighborhood Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

Section 7.5 Computation of Base Assessment.

(a) The Neighborhood Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne equally by all Unit Owners. Assessments shall be payable quarterly or in such other installments and at such other times as may be fixed by the Board of Directors.

Section 7.6 Special Assessments.

(a) Should the Neighborhood Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Neighborhood Association.

Section 7.7 Specific Assessment. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties or within a Condominium, as follows:

(a) To cover the costs, including overhead and administrative costs for providing benefits, items, maintenance or services to the Units entitled to use the Exclusive Common Areas;

(b) To cover the costs, including overhead and administrative costs, of providing benefits, items, maintenance or service to the Unit or occupants thereof upon request of the Owner pursuant to a menu of Special Services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest controls, etc.) which assessments may be levied in advance of the provisions of the requested benefit, item, maintenance or service as deposit against charges to be incurred by the Owner; and

(c) To cover costs incurred in bringing a Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of a Unit, their licensees, invitees, or guests; provided the Board shall give the Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection.

The Neighborhood Association may also levy a Specific Assessment against any Condominium to reimburse the Neighborhood Association for costs incurred in bringing the Condominium into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, the Rules, and Resolutions, provided the Board gives the Condominium prior written notice and an opportunity to be heard before levying any such assessment.

Section 7.8 Exempt Property. The following property shall be exempt from payment of all Assessments:

- (a) All Common Areas, including the Exclusive Common Areas;
- (b) Any property dedicated to and accepted by any governmental authority or public authorities; and
- (c) Any property designated as a conservation easement.

ARTICLE VIII
RESTRICTIONS

Except as otherwise provided herein, the following use restrictions apply to all Units in The Properties.

(a) Commercial Activity. So long as Declarant owns any Unit in The Properties for development or for sale in the ordinary course of business Declarant may permit one or more Units to be used or maintained as a sales and/or leasing office and/or construction office or for model homes. The Declarant may operate a commercial real estate sales business or construction business out of said office. No other commercial activity or professional business shall be permitted on any Unit without the prior consent of Declarant, which the Declarant is entitled to give, so long as Declarant owns any Unit in The Properties for development or for sale in the ordinary course of business and thereafter without the prior consent of the Neighborhood Association. Once the Declarant has granted its consent to any request to permit a Unit to be used for commercial activity, the Neighborhood Association may not subsequently revoke or terminate the Declarant's consent. It is expressly understood and agreed that Declarant, in its sole discretion, may permit one or more of the Units to be used for commercial activity or as a professional business.

(b) Landscaping. All areas shall be maintained by the Neighborhood Association and the expense of such maintenance shall be a Common Expense of the Neighborhood Association. No Member may alter the landscaping without the prior written consent of the

Declarant so long as Declarant owns any Unit within Wedge Wood at Pelican Strand.

(c) Vehicles. Except as set forth below, only conventional passenger automobiles and motorcycles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, pick-up trucks or mini-vans and utility vehicles, such as a Ford Bronco, Chevrolet Blazer, Jeep and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like. Motor vehicles designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles, shall be prohibited from parking in any area.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit, but in no event overnight; and (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded.

No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The Owners, their employees, servants, agents, visitors, licensees, and the Owners' families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Properties for more than 24 hours, and no repair of vehicles shall be made within the Properties.

Guests only are allowed to park in visitors' spaces. Anyone with more than two vehicles must park the additional vehicle in the unassigned parking spaces located on the Properties.

No parking is permissible on the lawns, common ground or streets at any time, other than service vehicles and then only if necessary to service a Unit within the Properties.

Any and all vehicles parked or stored on the Properties which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Neighborhood Association at the owner's expense.

All automobiles shall be parked only in the parking spaces so designated for that purpose by the Neighborhood Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on The Properties. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Neighborhood Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Neighborhood Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Neighborhood Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on the Land.

No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on The Properties as a domicile or residence, either permanent or temporary.

(d) Temporary and Accessory Structures. No tents, metal sheds, nor temporary structures shall be permitted on the Properties.

(e) Outdoor Equipment. No gasoline or other hazardous materials, as defined by any state or federal regulation or judicial interpretation thereof, shall be stored in any of the Units.

(f) Solar Collectors. The Neighborhood Association shall approve the location of, color and materials used in the construction of solar collectors.

(g) Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any Unit or structure, including but not limited to "For Sale", "Open House" or "For Rent" signs. Notwithstanding the forgoing, the Declarant may display any sign advertising sales of the Units occurring in the ordinary course of its business. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by Declarant and the Neighborhood Association shall have the right to remove any unapproved sign.

(h) Pets and Animals.

- (1) In order to keep a pet on The Properties, prior approval of the Board of Directors must be obtained. Pets of Owners or occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage, and tropical fish to be kept in an aquarium.
- (2) All dogs and cats shall be contained in the Owner's Unit and when not within the Unit must be kept on a leash and not allowed to run free. Further, all Pet Owners are responsible for cleaning up and removing any wastes made by their pets in The Properties. The Board of Directors of the Neighborhood Association can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet becomes a nuisance or the Owner does not abide by the Rules and Regulations established by the Board of Directors of the Neighborhood Association pertaining to pets. All such animals shall be licensed by the appropriate state or local authorities.
- (3) No horses, cows, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of The Properties.

(4) Commercial activities involving pets are not allowed.

(i) Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to any reasonable person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Declarant as long as it owns any Unit in The Properties for development or for sale in the ordinary course of business and thereafter the Neighborhood Association whose decision shall be final.

(j) Declarant's and the Neighborhood Association's Exculpation. The Neighborhood Association and Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to Owner or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

(k) Owner and Member Compliance.

(1) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, and persons to whom an Owner has delegated his right to use of any Common Areas, but also to any other person occupying an Owner's Unit under lease from the Owner or by permission or invitation of the Owner or his tenants, licensees, invitees or guests.

(2) Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant, the Neighborhood Association, the Neighborhood Association or any Condominium Association to enforce the provisions of this Declaration. The Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

(l) Fines. The Neighborhood Association, in its sole discretion, may impose a fine or fines upon any Owner for failure

to comply with the foregoing restrictions, or any other rules and regulations adopted by the Board or the Neighborhood Association, in accordance with the following procedures and those set forth in Article VI, Section 2 of the Bylaws:

- (1) Notice. The Neighborhood Association shall notify the Owner of the non-compliance and advise the Owner that it shall have three (3) days to cure said non-compliance, unless said non-compliance cannot be cured within three (3) days, in which case the Owner shall diligently pursue curing the non-compliance and shall have a reasonable period of time to effectuate said cure.
- (2) Fines. The Neighborhood Association may impose fines up to \$50.00 for each violation.
- (3) Payment of Fines. Fines should be paid no later than thirty (30) days after notice of the imposition.
- (4) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(m) Solicitations. Soliciting is strictly forbidden. Unit Owners should notify the Neighborhood Association if a solicitor appears, and appropriate action will be taken.

(n) No Antennas, etc. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

ARTICLE IX
EASEMENTS

The respective rights and obligations of the Members, the Neighborhood Association, the Declarant, and others concerning

easements affecting Wedge Wood at Pelican Strand shall include the following:

Section 9.1 Easement For Utilities, Etc. Declarant hereby reserves for the benefit of itself, its successors and assigns, the Clubside at Pelican Strand Neighborhood Association, and the Neighborhood Association, perpetual blanket easements upon, across, above and under all The Properties, which easements shall be for access, ingress, egress, installation, construction, repair, maintenance and replacement of utility services of The Properties or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways and security systems. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or to the occupant of the Unit. This reserved easement may be assigned by Declarant by written instrument to the Neighborhood Association, and the Neighborhood Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Neighborhood Association, the Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service.

Section 9.2 Easement For Maintenance. The Declarant and Neighborhood Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Properties within Wedge Wood at Pelican Strand, including the Common Areas and Condominium(s), at reasonable hours to perform its responsibilities of maintenance, inspection, and repair, including, without limitation, the right to enter upon any Condominium for the purpose of maintenance and landscaping the Condominium(s). This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling on a Unit, and any damage to a Unit resulting from the exercise of this Easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or an Owner's occupant. The Board shall, upon

written request, grant a specific license or easement to a party furnishing any such maintenance or service.

Section 9.3 Encroachments. Declarant hereby reserves for the benefit of itself, its successors and assigns, the Neighborhood Association, and all Owners, upon, across, above, and under The Properties, an easement of up to three feet from Unit lines or Common Area boundaries for the actual extent of encroachments created by construction as designed or constructed by the Declarant or any Owner and for settling, shifting and movement of any portion of The Properties, except that no such easement is created for an encroachment which is the result of wilful misconduct on the part of Declarant, and Owner, a tenant, the Neighborhood Association, or any other person. Such encroachments shall not be considered to be encumbrances upon any part of The Properties. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of improvements constructed on any Unit, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of any improvements on the Properties.

Section 9.4 Easement for Irrigation, Collection for Stormwater Runoff and Flood Water. The Declarant reserves for itself, its successors and assigns, and the Neighborhood Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of The Properties to (a) install, keep, maintain, operate and replace pumps and transmission lines in order to provide water for the irrigation of any of The Properties; (b) construct, maintain and repair any structure designed to transmit, divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under, or through any existing residential dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Properties; provided, no persons shall alter the natural drainage on any Unit so as to materially increase the drainage of stormwater onto adjacent portions of the Properties without the consent of the Owner of the affected Property.

Section 9.5 Access. Perpetual easements are hereby granted to the Neighborhood Association for the purpose of access to each

Unit for the purpose of providing necessary maintenance of the Unit as determined by the Neighborhood Association. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or the Owner's occupant.

Section 9.6 Restriction on Owner Easements. No Owner, except for the Declarant so long as it owns any Unit in The Properties for development or for sale in the ordinary course of business, shall grant any easement upon any portion of The Properties to any Person or entity, without the prior written consent of the Declarant. Once Declarant no longer owns any Unit in the Properties for development or for sale in the ordinary course of business, the prior written consent of the Neighborhood Association shall be required in order for an Owner to grant an easement upon any portions of the Properties.

Section 9.7 Sign, Entryway and Gate Easement. The Declarant hereby reserves for itself, its successors and assigns, the Neighborhood Association, and any Condominium Association, the non-exclusive right and easement, upon any part of The Properties to install, keep, maintain, operate and replace all signs, entryway and gate features identifying any Condominiums located on The Properties. The exercise of this easement shall not unreasonably interfere with the use of any Unit nor entitle the holders to construct nor install any sign, entryway or gate feature over, under or through any existing residential dwelling on a Unit.

ARTICLE X **SECURITY**

Section 10.1 Security. The Neighborhood Association, may, but shall not be obligated to maintain or support certain activities within The Properties designed to make The Properties safer than otherwise might be. NEITHER THE NEIGHBORHOOD ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OF DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTIES IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEM OR SECURITY MEASURES UNDERTAKEN WILL, IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE NEIGHBORHOOD

ASSOCIATION, ITS BOARD OF DIRECTORS AND ASSOCIATIONS, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, UNITS AND TO THE CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES. EACH OWNER FURTHER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO HOLD DECLARANT, AND ANY SUCCESSOR DECLARANT(S), HARMLESS FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO PERSON(S), UNIT(S) AND TO OTHER CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES AND FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

ARTICLE XI
PELICAN STRAND

Section 11.1 Ownership in Pelican Strand. The Unit is located within Pelican Strand, a master planned community, which includes other residences and common areas, and is subject to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand, as amended (the "Master Declaration"). The Master Declaration provides, among other things, that an Owner shall become a member of the Pelican Strand Master Property Owners Association, Inc. ("Master Association"), and shall be subject to the assessments of the Master Association. For the assessment rights of the Master Association and for membership and voting rights in the Master Association, please refer to the Master Declaration.

Section 11.2 Construction. In the case of any inconsistencies between the terms of this Declaration and the Master Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Master Declaration and, in that event, the terms of the Master Declaration shall control. The Neighborhood Association shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration and the Neighborhood Association shall take no action in derogation of the rights of, or contrary to, the interest of the Master Association.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Utility Facilities. The Declarant, or its affiliate, is developing an additional project within Pelican Strand to be known as the Clubside at Pelican Strand Neighborhood. This neighborhood is adjacent to the Wedge Wood at Pelican Strand Neighborhood, and the two neighborhoods will share water and sewer facilities and service. The water and sewer lines from both neighborhoods will be owned by the Wedge Wood at Pelican Strand Neighborhood Association, Inc. All fees and service charges due the

utility provider will be paid directly by the Wedge Wood at Pelican Strand Neighborhood Association, Inc. The Clubside at Pelican Strand Neighborhood Association, Inc., and all property owners within the Clubside at Pelican Strand Neighborhood shall be responsible for paying their prorata share of water and sewer fees and service charges. The Declaration of Restrictions for Clubside at Pelican Strand Neighborhood, to be recorded in the Public Records of Collier County, Florida, shall provide for the necessary easements and lien rights to allow the Wedge Wood at Pelican Strand Neighborhood to properly maintain and pay for the utility facilities. In the event Wedge Wood at Pelican Strand Neighborhood Association, Inc. fails to properly perform its duties with regard to the utility facilities, the Neighborhood Association hereby grants to Clubside at Pelican Strand Neighborhood Association, Inc. the right to enter into Neighborhood Association property for the purpose of maintaining such utility facilities for the benefit of both associations, and further indemnifies the Clubside at Pelican Strand Neighborhood Association, Inc. for the proportionate share of the costs involved with such maintenance or continuation of service attributable to the Wedge Wood at Pelican Strand Neighborhood Association, Inc.

Section 12.2 Declaration of General Protective Covenants Run With the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the Declarant or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then Owners of seventy five percent (75%) of the Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 12.3 Nonliability of Declarant. The Declarant shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

Section 12.4 Amendment. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, until Declarant transfers control of the Neighborhood Association, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. Notwithstanding any provision to

the contrary, the prior consent of any mortgagee who has only a mortgage on any Unit(s) sold to a third party is not required in order to amend or modify this Declaration. In addition to any other rights of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the of the Members at a meeting duly called for such purpose pursuant to the Bylaws of the Neighborhood Association; provided, however, that no amendment shall be made which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any one or more of the Units, or any other record owners of liens thereon; except if such amendment is for the purpose to correct any error or omission in this Declaration or in other documentations required by law. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant without the written consent of such Declarant to any such amendment.

Section 12.5 Consent by Institutional Mortgagees. The approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Units in The Properties shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Neighborhood Association which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) subordination of assessment liens;
- (c) insurance or fidelity bonds;
- (d) boundaries of any Unit which is security for a mortgage of record; and
- (e) any provisions which are for the express benefit of the mortgagees or insurers or guarantors of recorded first mortgages on individual Units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Neighborhood Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Neighborhood Association within thirty (30) days shall be deemed to have approved such addition or amendment.

Section 12.6 Notice to Institutional Mortgagees.

(a) Upon written request to the Neighborhood Association, Institutional Mortgagees will be entitled to timely written notice:

- (1) Any condemnation or casualty loss that affects either a material portion of The Properties or the Unit securing its mortgage.
- (2) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.
- (4) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(b) In the event that any Owner or Institutional Mortgagee furnishes a written request to the Neighborhood Association specifying the name and address of the Institutional Mortgagee and of the Unit in which it holds an interest, the Neighborhood Association shall give written notice to the Institutional Mortgagee of any default of the Owner of such Unit in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Institutional Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Neighborhood Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of a defaulting owner, unless the default remains in remedy for a period of thirty (30) days after the Institutional Mortgagee's receipt of the written notice.

Section 12.7 Additional Rights of Institutional Mortgagees.
Institutional Mortgagees shall have the following rights:

(a) Upon written request by an Institutional Mortgagee to the Neighborhood Association. The Institutional Mortgagee is entitled to a copy of the financial statements of the Neighborhood Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Neighborhood Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Neighborhood Association, current copies of

the Declaration, Bylaws, other rules concerning The Properties, and the books, records and financial statement of the Neighborhood Association.

Section 12.8 Other Documents. Declarant, the Neighborhood Association, any Condominium Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 12.9 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 12.10 Dissolution. In the event of dissolution of the Neighborhood Association, in accordance with the terms of its Articles of Incorporation, each Unit shall continue to be subject to the Base Assessment specified in Article VII and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Neighborhood Association as the case may be, for Assessments to the extent that such assessments are required to enable Declarant or any such successor or assign acquiring any real property previously owned by the Neighborhood Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used, as otherwise provided for in Article V for the common use, enjoyment and benefit of the Owners.

Section 12.11 Gender. Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 12.12 Notices.

(a) To Declarant. Notice to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Declarant.

(b) To Neighborhood Association. Notice to the Neighborhood Association as may be required herein or the Bylaws of the Neighborhood Association shall be in writing and delivered or mailed to the Neighborhood Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Neighborhood Association.

(c) To Owner. Notice to any Owner of a violation of any of these restrictions, notice of Assessments or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Collier County, Florida, or, if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Collier County, Florida. In the event the Unit is owned in a condominium form of ownership, notice may be mailed to the principal place of business of the Condominium Association.

Section 12.13 Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein, including the Preamble.

Section 12.14 Arbitration of Claims. In the event that there are any warranty, negligence or other claims against the Declarant or any party having a right of contribution from, or being jointly and severally liable with, the Declarant which claim is in excess of One Thousand Dollars (\$1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of The Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

(a) The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Declarant in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.

(b) Within thirty (30) days of receipt of the notice of the Claims, the Declarant will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Declarant and the Claimant, not having any then-current business relationship with the Declarant or Claimant, other than by virtue of being the Arbitrator.

Upon selecting the Arbitrator, the Declarant shall notify the Claimant of the name and address of the Arbitrator.

(c) Within thirty (30) days after the Declarant notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Declarant shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

(d) Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect The Properties and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Declarant and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Declarant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Declarant that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Declarant shall be entitled to representation by their attorneys and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this Section 12.13(d) shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Declarant and Claimant as to when the Final Report shall be issued.

(e) The Declarant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 12.13(d) above.

(f) As to those matter the Declarant elects to correct, upon completion of all corrective work the Declarant will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Declarant and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

(g) For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09

of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.

(h) The Arbitrator shall not be liable to the Association, the Claimant or the Declarant by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

(i) The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Declarant's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

(j) In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Declarant, which arbitrator shall be independent of the Declarant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration of Restrictions in its name by the undersigned authorized officer as of the day and year first above written.

Witnesses:

PARKER-STRAND III, INC., a Florida corporation

By: [Signature]
Print Name: John Reisman
Its: Vice President
Address: 9400 Gladiolus Drive
Suite 250
Ft. Myers, Florida 33908

[Signature]
Print Name: C. Perry Peoples
[Signature]
Print Name: STACIE L. STOLZ

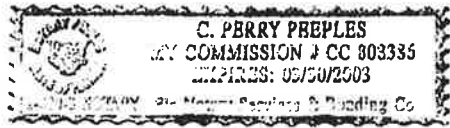
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 2nd day of SEPTEMBER, 1999, by John Reisman, as Vice President of Parker-Strand III, Inc., a Florida corporation, on behalf of the corporation. He ~~is~~ is personally known to me or provided _____ as identification.

[Handwritten Signature]

NOTARY PUBLIC
Print Name: C. Perry Peoples
My Commission Expires:



5838v1



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors

24831 Old 41 Road
BONITA SPRINGS, FL 34135

Phone (941) 947-0266
Fax (941) 947-1323

CERTIFICATE OF AUTHORIZATION #LD99217

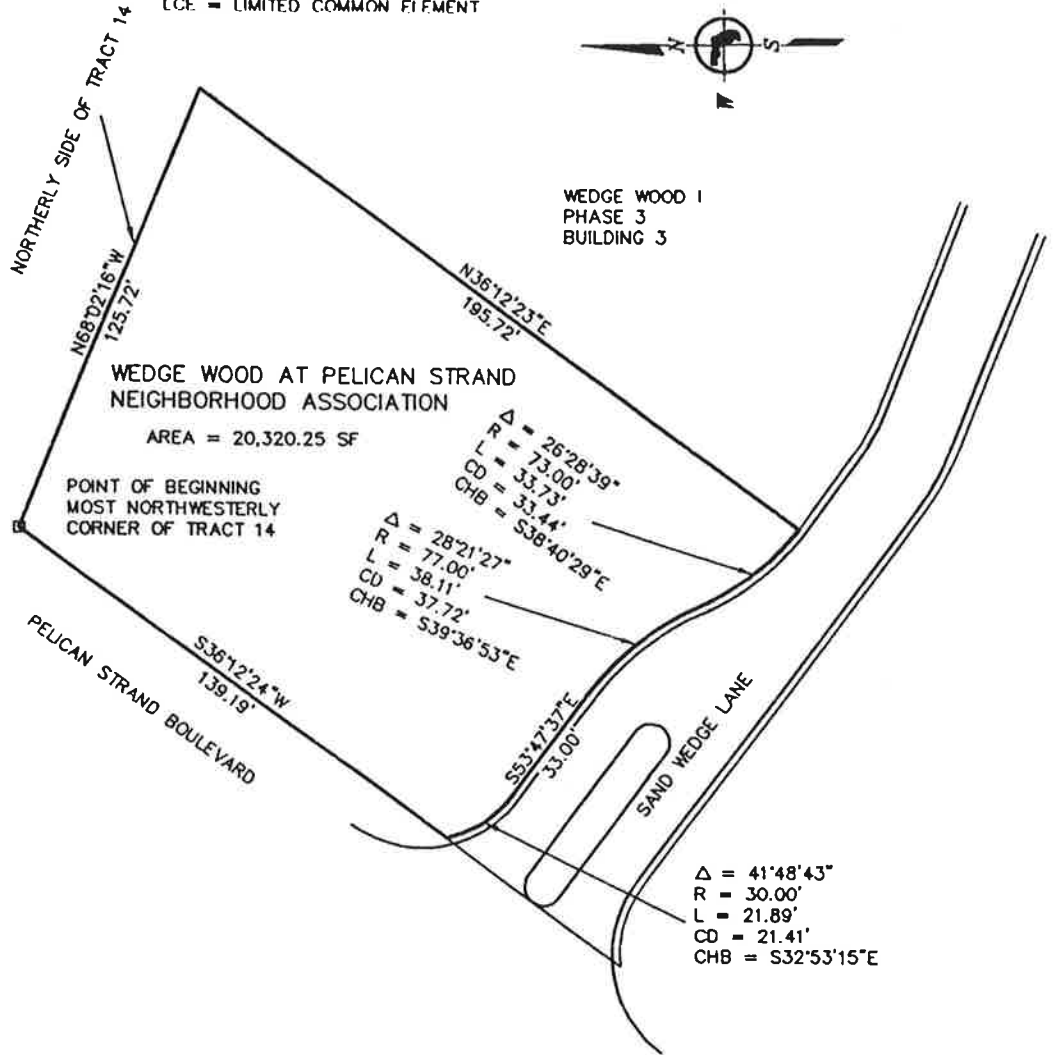
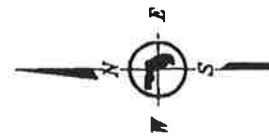
LEGAL DESCRIPTION SCETCH - NOT A BOUNDARY SURVEY

GRAPHIC SCALE



THIS EXHIBIT MAY BE REDUCED

- LEGEND
- Δ = CENTRAL ANGLE
 - R = RADIUS
 - L = LENGTH
 - CD = CHORD
 - CHB = CHORD BEARING
 - SF = SQUARE FEET
 - CE = COMMON ELEMENT
 - LCE = LIMITED COMMON ELEMENT



ROBERT J. DILLS
PROFESSIONAL SURVEYOR AND MAPPER No. 11626
STATE OF FLORIDA

UR: 2096 PG: 1397


CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors

 24891 Old Al Road
 DONITA SPRINGS, FL 34135

Phone (941) 947-0166

Fax (941) 947-1323

CERTIFICATE OF AUTHORIZATION #LD9527

LEGAL DESCRIPTION SCETCH - NOT A BOUNDARY SURVEY

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - JC, to be recorded in the Public Records of Collier County, Florida in Plat Book 31 pages 54-57 more particularly bounded and described as follows:

Beginning at the most Northwesterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.
 Thence S36°12'24"W along the Easterly side of Pelican Strand Boulevard 346.45 feet;
 Thence Southwesterly 14.55 feet along the Easterly side of Pelican Strand Boulevard and the arc of a curve to the left having a radius of 270.00 feet, a central angle of 03°05'18" and being subtended by a chord bearing S34°39'45"W 14.55 feet;
 Thence S68°02'16"E along Tract FD11, 775.65 feet;
 Thence N29°06'32"E along Wedge Wood II, A Condominium, 168.28 feet;
 Thence N48°25'03"E along Wedge Wood II, A Condominium, 24.50 feet;
 Thence N12°22'02"E along Wedge Wood II, A Condominium, 163.36 feet;
 Thence N68°02'16"W along the Northerly side of said Tract 14, 691.81 feet to the point of beginning.

EXHIBIT "A"



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors

2489 Old 41 Road

DONITA SPRINGS, FL. 34135

Phone (941) 947-0166

Fax (941) 947-1925

CERTIFICATE OF AUTHORIZATION #D9927

ND. 2506 PG. 159F

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, to be recorded in the Public Records of Collier County, Florida in Plat Book 31, pages 54-57, more particularly bounded and described as follows:

Commencing at the most Northwestern corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.

Thence S68°02'16"E along the Northerly side of Tract 14, 691.81 feet to the point of beginning;

Thence continue S68°02'16"E along the Northerly side of Tract 14, 755.44 feet;

Thence Southeasterly 103.57 feet along the Northerly side of Tract 14 and the arc of a curve having a radius of 90.00 feet, a central angle of 65°55'54" and being subtended by a chord bearing S35°04'19"E 97.94 feet; ✓

Thence S02°06'22"E along the Easterly side of Tract 14, 162.07 feet; ✓

Thence S87°53'38"W along Clubside III, A Condominium, 196.72 feet; ✓

Thence S76°10'01"W along Clubside III, A Condominium 156.55 feet; ✓

* Thence N02°06'22"W along Tract FD11, 189.56 feet;

Thence N68°02'16"W along Tract FD11, 51.23 feet;

Thence S38°45'19"W along Tract FD11, 156.68 feet;

Thence N68°02'16"W along Tract FD11, 427.92 feet;

Thence N29°06'32"E along Wedge Wood I, A Condominium, 168.28 feet;

Thence N48°25'03"E along Wedge Wood I, A Condominium, 24.50 feet;

Thence N12°22'02"E along Wedge Wood I, A Condominium, 163.36 feet to the point of beginning.

← 170.68 + 26.04 ✓

UPDATES/REVISIONS	DATE	BY	CKD

NOTE: The undersigned and CONSUL-TECH ENGINEERING, INC. make no representations or guarantees as to the completeness of the information reflected hereon pertaining to easements, right-of-way, set-back lines, reservations, agreements or other matters of record. This instrument is intended to reflect or set forth only those items shown in the references above. CONSUL-TECH ENGINEERING, INC. did not research the public records for matters affecting the lands shown.

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Job No.	Dwg #:	Drawn By:	Checked By:	P.D.	P.B.	Scale:
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CONSUL-TECH ENGINEERING, INC.
 Consulting Engineers Land Planners Land Surveyors
 24831 Old 41 Road Phone (941) 947-0166
 DONITA SPRINGS, FL 34135 Fax (941) 947-1323
 CERTIFICATE OF AUTHORIZATION #L05517

LEGAL DESCRIPTION SCETCH - NOT A BOUNDARY SURVEY

WEDGE WOOD AT PELICAN STRAND
 NEIGHBORHOOD ASSOCIATION

Wedge Wood Neighborhood Association
Pool Area

A certain lot or parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, to be recorded in the Public Records of Collier County, Florida in Plat Book 31, pages 54-57, more particularly bounded and described as follows:

Beginning at the most Northwesterly corner of said Tract 14 at the Easterly sideline of Pelican Strand Boulevard.
 Thence S36°12'24"W along the Easterly side of Pelican Strand Boulevard 139.19 feet;
 Thence Southeasterly 21.89 feet along the Northerly side of Sand Wedge Lane and the arc of a curve to the left having a radius of 30.00 feet, a central angle of 41°48'43" and being subtended by a chord bearing S32°53'15"E 21.41 feet;
 Thence S53°47'37"E along Sand Wedge Lane 33.00 feet;
 Thence Southeasterly 38.11 feet along Sand Wedge Lane and the arc of a curve to the right having a radius of 77.00 feet, a central angle of 28°21'27" and being subtended by a chord bearing S39°36'53"E 37.72 feet;
 Thence Southeasterly 33.73 feet along Sand Wedge Lane and the arc of a curve to the left having a radius of 73.00 feet, a central angle of 26°28'39" and being subtended by a chord bearing S38°40'29"E 33.44 feet;
 Thence N36°12'23"E along Wedge Wood I, Phase 3, 195.72 feet;
 Thence N68°02'16"W 125.72 feet along the Northerly side of Tract 14 to the point of beginning.

Containing 20,320.25 square feet.
 Subject to easements, restrictions and reservations of record.

EXHIBIT "B"

NR 2596 PG 1596



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road
BONITA SPRINGS, FL. 34135
Phone (941) 947-0286
Fax (941) 947-1323

SAND WEDGE LANE

certain parcel of land being a portion of Tract 14, Pelican Strand Replat - 1C, to be recorded in the Public Records of Collier County, Florida, in Plat Book 31, Pages 54-57 more particularly bounded and described as follows:

Commencing at the most northwesterly corner of said Tract 14 at the easterly side line of Pelican Strand Boulevard;

Thence along the northerly side of said Tract 14, S68°02'16"E 691.81 feet;

Thence leaving said northerly side, S12°22'02"W 163.36 feet to the Point of Beginning of the parcel herein described;

Thence S53°09'19"E 3.90 feet;

Thence 14.46 feet along the arc of a circular curve concave to the northeast, having a radius of 25.00 feet, through a central angle of 33°08'02" and being subtended by a chord which bears S69°43'20"E 14.26 feet;

Thence S86°17'21"E 58.25 feet;

Thence 71.35 feet along the arc of a circular curve concave to the southwest, having a radius of 224.00 feet, through a central angle of 18°15'05" and being subtended by a chord which bears S77°09'49"E 71.05 feet;

Thence S68°02'16"E 212.67 feet;

Thence 6.43 feet along the arc of a circular curve concave southwesterly, having a radius of 34.00 feet, through a central angle of 10°50'02" and being subtended by a chord which bears S62°37'15"E 6.42 feet;

Thence S57°12'15"E 61.29 feet;

Thence 12.75 feet along the arc of a circular curve concave northeasterly, having a radius of 25.00 feet, through a central angle of 29°13'27" and being subtended by a chord which bears S71°48'58"E 12.61 feet;

Thence 71.35 feet along the arc of a circular curve concave southwesterly, having a radius of 224.00 feet, through a central angle of 18°15'02" and being subtended by a chord which bears S77°18'11"E 71.05 feet;

Thence 200.22 feet along the arc of a circular curve concave southwesterly, having a radius of 750.00 feet, through a central angle of 15°17'46" and being subtended by a chord which bears S60°18'50"E 199.63 feet;

Thence 41.47 feet along the arc of a circular curve concave southwesterly, having a radius of 47.00 feet, through a central angle of 50°33'35" and being subtended by a chord which bears S27°23'08"E 40.14 feet;

Thence S02°06'21"E 19.03 feet;

Thence 147.65 feet along the arc of a circular curve concave northerly, having a radius of 47.00 feet, through a central angle of 180°00'00" and being subtended by a chord which bears S87°53'39"W 94.00 feet;

Thence N02°06'21"W 41.57 feet;

Thence 76.43 feet along the arc of a circular curve concave southwesterly, having a radius of 73.00 feet, through a central angle of 59°59'24" and being subtended by a chord which bears N32°06'03"W 72.99 feet;

OR: 2596 PG: 1600



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL 34135 Fax (941) 947-1323

Thence 73.75 feet along the arc of a circular curve concave southwesterly, having a radius of 726.00 feet, through a central angle of 05°49'14" and being subtended by a chord which bears N65°00'22"W 73.72 feet;

Thence 82.09 feet along the arc of a circular curve concave southwesterly, having a radius of 198.00 feet, through a central angle of 23°45'14" and being subtended by a chord which bears N79°47'35"W 81.50 feet;

Thence S88°19'48"W 69.18 feet;

Thence 50.16 feet along the arc of a circular curve concave northeasterly, having a radius of 125.00 feet, through a central angle of 22°59'26" and being subtended by a chord which bears N80°10'29"W 49.82 feet;

Thence N68°40'46"W 183.29 feet;

Thence 54.19 feet along the arc of a circular curve concave northeasterly, having a radius of 200.00 feet, through a central angle of 15°31'27" and being subtended by a chord which bears N60°55'03"W 54.02 feet;

Thence N53°09'19"W 90.82 feet;

Thence N48°25'03"E 24.50 feet to the Point of Beginning of the Parcel herein described;

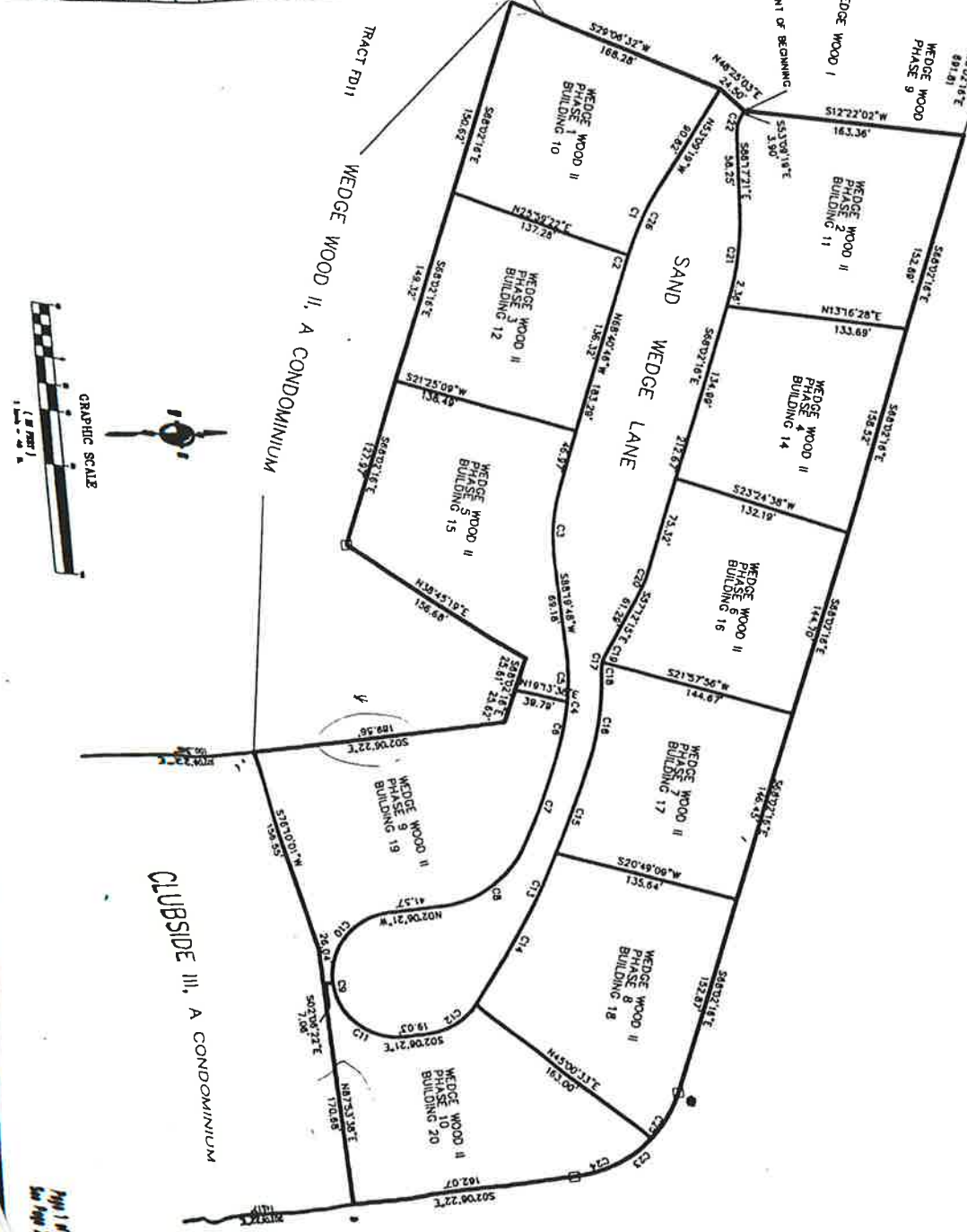
Subject to easements, restrictions, and reservations of record.

Robert J. Bills
Professional Surveyor and Mapper No. 4698
State of Florida

POINT OF COMMENCEMENT
 POINT OF INTERSECTION
 MOST W. CORNER OF TRACT 14

WEDGE WOOD II AT PELICAN STRAND A CONDOMINIUM

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	14.56.05"	200.00'	52.13'	51.98'	N60.37.22"W
C2	00.35.22"	200.00'	2.06'	2.06'	N68.23.05"W
C3	22.59.26"	125.00'	50.16'	49.82'	N80.10.29"W
C4	23.45.14"	198.00'	82.09'	81.50'	N79.47.35"W
C5	11.56.02"	198.00'	41.24'	41.17'	N85.42.12"W
C6	11.49.12"	198.00'	40.85'	40.78'	N73.49.36"W
C7	05.49.14"	726.00'	73.75'	73.72'	N65.00.22"W
C8	59.59.24"	47.00'	76.43'	72.99'	N32.06.03"W
C9	18.00.00"	47.00'	147.65'	94.00'	S87.53.39"W
C10	89.59.38"	47.00'	73.83'	66.47'	N47.06.10"W
C11	90.00.22"	47.00'	73.83'	66.47'	S42.53.50"W
C12	50.33.35"	47.00'	41.47'	40.14'	S27.23.08"E
C13	15.17.46"	750.00'	200.22'	199.63'	S60.18.50"E
C14	09.44.35"	750.00'	127.54'	127.38'	S57.32.14"E
C15	05.33.11"	750.00'	72.69'	72.66'	S65.11.07"E
C16	18.15.02"	224.00'	12.75'	12.61'	S71.48.58"E
C17	28.13.27"	25.00'	6.60'	6.58'	S78.51.56"E
C18	15.07.31"	25.00'	6.15'	6.14'	S64.15.13"E
C19	14.05.58"	25.00'	6.43'	6.42'	S62.37.15"E
C20	10.50.02"	34.00'	7.135'	7.105'	S77.09.48"E
C21	18.15.05"	224.00'	14.46'	14.28'	S69.43.20"E
C22	33.08.04"	25.00'	10.357'	9.794'	N55.04.19"W
C23	65.55.54"	90.00'	63.34'	62.04'	N22.16.05"W
C24	40.19.25"	90.00'	40.22'	39.89'	N55.14.02"W
C25	25.36.29"	90.00'	54.19'	54.02'	N60.55.03"W
C26	15.31.27"	200.00'	54.19'	54.02'	N60.55.03"W



THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY SECURITY. THE INVESTOR SHOULD CONSULT WITH AN ATTORNEY AND A FINANCIAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISION. THIS DOCUMENT IS NOT A CONTRACT. THE OFFICIAL RECORD OF THIS DOCUMENT IS THE RECORD OF THE COUNTY OF MARICOPA, ARIZONA.

Wedge Wood II at Pelican Strand,
 a Condominium

APPROVED BY THE BOARD OF DIRECTORS OF THE DEVELOPER



Page 1 of 2
 See Page 2 for details