

PREPARED BY:  
RICHARD D. DeBOEST II, ESQ.  
ATTORNEY AT LAW  
1415 HENDRY ST.  
FORT MYERS, FL 33901  
Tel: (239) 334-1381

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED being the President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Restrictive Covenants, originally recorded in O.R. Book 830, Page 1167 et seq. of the Public Records of Collier County, Florida, were duly approved, adopted and enacted by the required percentage of voting interests at a meeting called for that purpose at which a quorum was present held on the 6<sup>th</sup> day of January, 2000.

Dated this 31st day of January, 2005.

**WITNESSES:**

(Sign) [Signature] TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

(Print) SANDRA L. HAGDORN

(Sign) [Signature]

(Print) Christie Miellor

BY: [Signature]  
President of the Association

(Print) Ann A Jones

(Address) 5930 Cypress Hollow  
Naples, FL 34109.

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 31st day of January, 2005 by Ann A Jones, as President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me, or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

**NOTARY PUBLIC**

[Signature]  
STATE OF FLORIDA (SEAL)

My Commission Expires:

Suzanne Hoffman Perez  
Commission #DD146238  
Expires: Oct 07, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

REC FEB 18.50  
3557583 OR: 3733 PG: 0539  
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
02/11/2005 at 02:19PM DWIGHT B. BROCK, CLERK

REC'D:  
DEBOEST STOCKMAN ET AL  
1415 HENDRY ST  
FORT MYERS FL 33901



**AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS OF  
TALL PINES SUBDIVISION**

**The Declaration of Restrictive Covenants of Tall Pines Subdivison shall be amended as shown below:**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, ~~or~~ high quality asphalt shingles, metal or other suitable material first approved in writing by the Association as elsewhere provided herein.

23. PROCEDURE FOR ADOPTING AMENDMENTS. A resolution for the adoption of a proposed amendment may be proposed in writing by either the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the members, regular or special, of which due notice has been given according to the Bylaws, which notice shall include notice of the substance of the proposed amendment. Except as otherwise provided by law, this Declaration may be amended at anytime by affirmative vote of at least two-thirds (2/3rds) of the total voting interests of the Association, in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

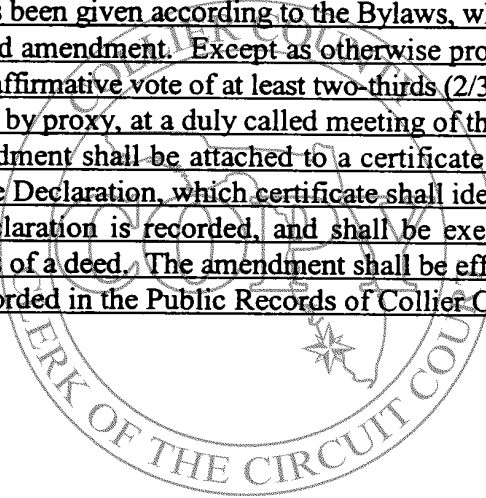


Exhibit "A"

\*\*\* OR: 3733 PG: 0540 \*\*\*

SEP 4 1 37 PM '78

DECLARATION OF RESTRICTIVE COVENANTS

GATH, INC., a Florida corporation, (hereinafter called "Declaror"), being the owner of all of the property described in Exhibit "A" attached hereto and made a part hereof, has established a general plan for the improvement and development of such property, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, and shall be binding for a period of forty (40) years from the date of recording of this instrument, at which time these covenants, conditions, restrictions, and other provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed by twothirds (2/3) of the then owners of lots in the subdivision (as determined by the Public Records of Collier County, Florida) has been recorded in said Public Records, agreeing to change or terminate the provisions of this instrument.

1. APPROVAL OF PLANS. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Declaror reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Declaror or Property Owners Association shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Declaror, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Property Owners Association hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Association exists or if the Association shall fail to approve or disapprove the plans and specifications with 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

2. PROPERTY OWNERS ASSOCIATION. The Declaror has established a Property Owners Association as a Non-Profit Corporation. All privileges, powers, rights, and authority

shall be exercised by and vested in the Property Owners Association. After ninety percent (90%) of the lots in the subdivision have been sold, or otherwise transferred by Declaror, the Property Owners Association shall be controlled by the owners of a majority of the lots in the subdivision. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Tall Pines Property Owners Association, Inc., a non-profit corporation.

3. RESIDENTIAL USE. Such lots, and each and every one thereof, are for single family residential purposes only. Each residence must include a minimum of one thousand five hundred (1,500) feet of enclosed livable floor area. Each residence must have an enclosed garage capable of accomodating at least two (2) but no more than three (3) automobiles. Each garage must be attached to and form an integral part of the residence.

4. OUTBUILDINGS. No garage or other outbuilding (such as utility buildings) shall be placed, erected, or maintained upon any part of such premises. Nothing herein shall be construed to prevent the incorporation or construction of a garage as part of such residence, or construction of a screened swimming pool enclosure.

5. OCCUPANCY. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from the start thereof, provided, that the Property Owners Association may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot unless approved by the Property Owners Association.

6. NUISANCE. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property, or adversely affect the quality of the water retained or discharged from the subdivision.

7. SIGNS. No signs of any character shall be displayed or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed two square feet in size and one sign to a property.

8. PETS. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds (except parrots) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

9. CLOTHES LINES. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.

10. GARBAGE RECEPTACLES. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.

11. TRAILERS, CAMPERS, AND BOATS. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. No boat may be parked or stored on any lot except in an enclosed garage. All garage doors shall be closed. Boats powered by internal combustion engines shall not be operated upon the waters of the subdivision.

12. WEEDS. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Brazilian Pepper (Florida Holly), Malelucia, Ficus or Australian Pine shall be planted or permitted to grow upon the premises.

13. LAND ELEVATIONS. No substantial changes in the elevations of the land shall be made on the premises which will interfere with the drainage of or otherwise cause undue hardship to adjoining properties.

14. SEPTIC TANKS. All septic tanks and drain fields shall be at the front of the residence, it being the intent that such units be between the residence and the street. When a sewage collection system is available it shall be used as the sole means of sewage disposal for such premises.

15. NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Property Owners Association. In the event such growth is removed, except as stated above, the TPPOA may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.

16. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead but this restriction may be waived by the TPPOA. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises, but this restriction may be waived by the Property Owners Association. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

17. COMMERCIAL VEHICLES. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the Property Owners Association and kept in a garage completely enclosed.

18. DIVISION OF LOTS. No lot shall be resubdivided.

19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, or high quality

asphalt shingles.

20 DRIVEWAYS. Driveways must be either concrete paved, poured gravel, or asphalt.

21. FENCES. All fences must be approved by the Property Owners Association.

22. WATER MANAGEMENT AREAS. No structure of any kind shall be constructed or erected, nor shall lot owners in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarator to be reserved for drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record without the prior written approval of the South Florida Water Management District and the specific written permission of Declarator or Tall Pines Property Owners Association.

Lot owners shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by Declarator, Tall Pines Property Owners Association, or any appropriate governmental agency that may reasonably require any rights of ingress and egress, and easements therefor are hereby specifically reserved and created.

No lot shall be increased in size by filling in any water or retention and drainage areas on which it abuts. Lot owners shall not fill, dike, rip-rap, block, divert or change the established water or retention and drainage areas that have been or may be created by easement without the prior written approval of the South Florida Water Management District and the prior written consent of Declarator or Tall Pines Property Owners Association.

Provided that the breach of any of these covenants, conditions, reservations, and restrictions or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by Tall Pines Property Owners Association, Inc., or by the owner of another lot in the subdivision but by no other person.

Provided, further, that should the Property Owners Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the TPPOA shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of TPPOA or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations,

or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against TPPOA for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

Provided, further, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall be effective under the laws of the State of Florida.

Provided, further, that such premises shall be subject to any and all rights and privileges which Collier County, Florida, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any County Zoning Ordinance or Law.

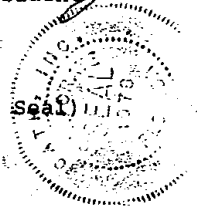
GATH, INC.

By Joseph J. Gelleny  
JOSEPH J. GELLENY, President

Attest:

Helen Gelleny  
HELEN GELLENY, Secretary

(Corporate Seal)



STATE of FLORIDA )  
County of Collier )

BEFORE ME, the undersigned authority, personally appeared JOSEPH J. GELLENY and HELEN GELLENY, President and Secretary, respectively, of GATH, INC., and acknowledged before me that they signed the foregoing instrument and the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Naples, Florida, this 22d day of April, 1979.

James M. ...  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA BY EXPIRES MY COMMISSION EXPIRES DECEMBER 18, 1988



---The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), less the South 60 feet and less the West 100 feet for right-of-way; and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), less the North 60 feet and the West 100 feet for right-of-way; located in Section 12, Township 49 South, Range 25 East, Collier County, Florida.---

EXHIBIT "A"

28.00

OCT 30 3 46 PM '79

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 11, 1979, as shown by the records of this office.

The charter number for this corporation is 748048.



CSR 101  
12-78

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of July, 1979.

*LeRoy Fu*  
Secretary of State

FILED

JUL 11 2 48 PM '79

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

839 1833

OF

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

(A Corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be TALL PINES PROPERTY OWNERS ASSOCIATION, INC. This corporation shall hereinafter be referred to as TPPOA.

II.

The purpose for which TPPOA is organized is to provide an entity; to acquire, own, operate, manage, maintain, and preserve that certain common property designated as TRACT "C" and TRACT "D" of that certain TALL PINES SUBDIVISION, a subdivision of the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 12, Township 49 South, Range 25 East, Collier County, Florida, hereinafter called the "Property"; to own, operate, maintain, and control all water management facilities associated with the subdivision; to implement, effectuate, and enforce the covenants, restrictions, reservations, and servitudes on the Property and the subdivision as set forth by that "Declaration of Restrictive Covenants" applicable to the subdivision, as recorded in the Public Records, Collier County, Florida.

III.

TPPOA shall have the following powers:

1. TPPOA shall have all of the powers and privileges granted to corporations not for profit.

2. TPPOA shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to:

(a) To make and establish and enforce rules and regulations governing the use of the Property.

(b) To levy and collect assessments against members of TPPOA to pay all the expenses of TPPOA, including but not limited to the provision of insurance, the acquiring, operating, leasing, managing and otherwise dealing with the property of TPPOA, whether real or personal, which may be necessary or convenient for the operation and management of TPPOA, and to do all things necessary to accomplish the purposes set forth in this charter, and the by-laws of TPPOA.

(c) To manage, maintain, insure, equip, improve, repair, reconstruct, pay taxes and expenses, replace and operate the Property and to contract with others for such purposes.

(d) To enforce the provisions of TPPOA, these Articles of Incorporation, the by-laws of TPPOA, the rules and regulations governing the use of the Property, and Declaration of Restrictive Covenants.

(e) To enter into agreements for the use of the Property with such persons or entities as it deems proper.

(f) To grant easements, licenses, etc. over and across the Property.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon TPPOA.

(h) To enter into agreements whereby TPPOA acquires the Property for the enjoyment, recreation or other use or benefit of its members residing in that development known as Tall Pines Subdivision, Collier County, Florida.

#### IV.

The qualification of members, the manner of their admission, termination of such membership, and voting by members

(member) shall be as follows:

1. The owners of all residential lots in Tall Pines Subdivision, Collier County, Florida, and the Subscribers to this Certificate of Incorporation shall be Members of TPPOA, and no other persons or entities shall be entitled to membership.

2. The membership of any party shall be automatically terminated upon his being divested of title to all lots owned by such Member provided, however, that said membership shall run with the land and shall automatically transfer to the grantee thereof as an appurtenance to such lot. Membership is non-transferable except as an appurtenance to such lot.

3. On all matters on which the membership shall be entitled to vote, each Member shall have one vote for each lot owned by such Member. Such vote may be exercised or cast by the owner or owners of each lot in such manner as is provided for in the by-laws hereinafter adopted by TPPOA.

4. A membership in TPPOA, including both the benefits and obligations thereof, shall run with a Member's lot and shall, without further instrument, be deemed transferred automatically as an appurtenance thereto to any subsequent transferee of said lot and said subsequent transferee shall be entitled to the benefits and be bound by the obligations of such membership.

V.

TPPOA shall have perpetual existence.

VI.

The principal office of TPPOA shall be located at Suite 5, 1207 Third Street, South, Naples, Florida.

VII.

The affairs of TPPOA will be managed by a Board of Directors (Board) consisting of not less than three but not more than five directors who, except those individuals named

as the first board and substitutions thereon, must be Members of TPPOA.

Directors of TPPOA shall be elected in the manner provided by the by-laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the by-laws. The first election of directors, except the Board named herein, by the Members shall not be held until ninety percent (90%) of the lots comprising Tall Pines Subdivision have been sold or otherwise transferred from the developer. The directors named in these Articles shall serve until the first election of directors by the membership and any vacancies in their number occurring before the first election shall be filled by the remaining directors as provided for in the by-laws of TPPOA.

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

NAME	ADDRESS
Kenneth G. Hadcock	Suite 5, 1207 Third Street, South Naples, Florida
Allan V. Roseman	3502 Radio Road Naples, Florida
Michael F. Stephen	3502 Radio Road Naples, Florida

VIII.

The officers of TPPOA shall serve at the pleasure of the Board of Directors and shall be deemed valid officers until replaced by the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	OFFICE
Kenneth G. Hadcock	President
Allan V. Roseman	Vice President
Michael F. Stephen	Secretary and Treasurer

The Board shall have the power to create such additional officerships as authorized in the by-laws.

IX.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of TPPOA, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article VII above.

X.

The original by-laws of TPPOA shall be adopted by a majority vote of the Board and thereafter, such by-laws may be altered or rescinded only in such manner as said by-laws provide.

XI.

TPPOA shall indemnify its officers and directors as provided in the by-laws.

XII.

Amendments to these Articles of Incorporation may be proposed and adopted in the manner set forth as follows, and all rights conferred upon Members herein are granted subject to this reservation and its lawful exercise, to wit:

1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the directors.

2. CALL FOR MEETING. Upon any amendment or amendments to these Articles being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to

give each Board member written or printed notice of such meeting.

3. VOTE NECESSARY: FILING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six percent (66%) of the entire membership of the Board of Directors and seventy-five percent (75%) of the membership of TPPOA. Such amendment or amendments shall be filed within ten (10) days from said approval with the Department of State for approval, along with the appropriate filing fee.

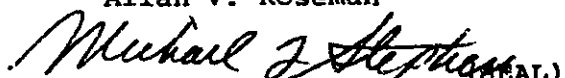
Notwithstanding the provisions of this paragraph, no amendment shall be effective in contravention of the purpose of TPPOA as set forth in paragraph II, above.

XIII.

The share of a member in the funds and assets of TPPOA cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of TPPOA shall belong solely to TPPOA, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in this Charter and in the by-laws of TPPOA and its contractual commitments. TPPOA shall issue no stock, no dividend shall be paid, and no part of the income of TPPOA shall be distributed to its members, directors or officers.

 (SEAL)  
Kenneth G. Hadcock

 (SEAL)  
Allan V. Roseman

 (SEAL)  
Michael F. Stephen



FILED  
JUL 11 2 43 PM '79  
TALLAHASSEE, FLORIDA

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT TALL PINES PROPERTY OWNERS ASSOCIATION, INC.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Naples  
(CITY)

STATE OF Florida, HAS NAMED Kenneth G. Hadcock  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT Suite 5, 1207 Third Street, South  
(STREET ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Naples, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT  
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]  
(CORPORATE OFFICER)

TITLE President

DATE 7/5/79

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

SIGNATURE [Signature]  
(RESIDENT AGENT)

DATE 7/5/79

OCT 30 3 47 PM '79

617683

839 1841

BY-LAWS

OF

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

The purpose of Tall Pines Property Owners Association, Inc., hereinafter referred to as TPPOA, is as set forth in Article II of the Charter.

ARTICLE I  
Officers

Section 1. Executive Officers: The Executive Officers of the Corporation shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. Other than the first President or his successor as appointed by the Board of Directors, the President shall be elected annually by the Board of Directors (Board). All other officers shall be elected as the President is elected. They shall take office immediately after election. After the first officers all officers shall be members of the Board and Members of the Corporation.

Section 2. The President: Subject to the direction of the Board, the President shall be the chief executive of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio a member of all committees.

Section 3. The Vice President: The Vice President shall have such power and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. Payment therefor shall be made by the Corporation.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Removal: The officers of the Corporation shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or replaced by the Board. Vacancies shall be filled by a majority of the Board as such vacancies arise.

ARTICLE II  
Board of Directors

Section 1. Number of Members: The business and affairs of the Corporation shall be managed by a Board of Directors which shall consist of not less than three nor more than five members. The first Board and persons filling vacancies thereon need not be members of the Corporation. Thereafter, the Board shall be comprised of members of the Corporation. At the inception of the Corporation, the Board shall consist of the three members named in the Articles of Incorporation, and thereafter the number of directors shall be fixed by the Board.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three members of the Board, which committee shall have all the powers of the Board between meetings, regular or special. The President of the Corporation shall be a member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Board for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Terms of Members of the Board: The first Board named in the Charter of the Corporation shall serve until ninety percent (90%) of the lots comprising Tall Pines Subdivision have been sold or otherwise transferred by the developer. Thereafter, and not before, they shall be elected by the members of the Corporation. Until after said time, the Directors may not be removed by the members for any reason whatsoever.

Section 9. Annual Report: After the Board is elected

by the members, the Board shall, after the close of each fiscal year, submit to the members of the Corporation a report as to the condition of the Corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 10. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select anyone to serve the unexpired term of the vacancy. During the term of the first Board the individuals filling said vacancies need not be members of the Corporation.

ARTICLE III  
Meetings of Members

Section 1. Annual Meetings: Subsequent to the election of the first Board of Directors by the members, there shall be an annual meeting of the members of the Corporation at such place as may be designated, on the first Tuesday in January of each year if not a legal holiday under the laws of the State of Florida, and if a legal holiday then on the next succeeding business day, at 11:00 a.m., for the transaction of such business as may come before the meeting. No notice shall be required for such meeting. Prior to the conveyance of ninety percent (90%) of the lots by the developer these annual meetings of the members are deemed waived.

Section 2. Special Meetings: Special meetings of the members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be given.

Section 3. Proxy: Subject to the qualifications hereafter specified, every member may cast one vote either in person or by proxy, for each lot for which the individual or corporation is a member, solely or jointly. There shall be one vote for each lot and a member may be entitled correspondingly to more than one membership or vote.

Section 4. Quorum: At any meeting of the members, a quorum shall consist of members representing twenty-five percent (25%) of the total voting membership, present either in person or by proxy, and a majority in amount of such quorum decide any question that may come before the meeting.

ARTICLE IV  
Membership

Section 1. Qualifications: The owners of residential lots in Tall Pines Subdivision, Collier County, Florida, and the Subscribers to the Certificate of Incorporation shall be Members of this Corporation.

Where two or more persons are the joint owners of lots, both shall become members. Where two or more persons are stockholders in a corporation owning lots, the corporation shall become the member; provided, however, that the vote of the owners of a lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the members of such lot or the proper corporate officer, filed with the Secretary of the Corporation, and shall be valid until revoked by subsequent certificate. If such a

certificate is not so filed, the vote of such members shall not be considered in determining a quorum or for any other purpose.

Only members shall be entitled to vote.

Whenever a member shall cease to own a lot, or shall cease to own stock in a corporation that owns a lot, or upon such other occurrences determined by the Board concerning the privilege of membership, such member shall automatically be dropped from the membership roll of the corporation. Each member shall notify the Corporation of a transfer of ownership as previously specified.

Sect on 2. Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to his lot) or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Membership Certificates; Memberships Not Transferable: The issuance of membership certificates or identification cards, if any, shall be governed by the Board. No membership or certificate of membership may be sold, assigned, or transferred, voluntarily or by will or by operation of law except as hereinafter specified.

For all members who own lots in the subdivision, although such membership is personal, it shall also attach to said lot and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said lot who shall be bound by such membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said lot shall be entitled, by virtue thereof to membership in the Corporation or to any of the rights or privileges of such membership. Such transfer of membership shall be confirmed by the acceptance of a deed from said member.

Section 4. Termination of Membership: Whenever any member shall cease to have all of the qualifications necessary for admission to membership in TPPOA, as determined by the charter, by-laws or the Board, then such membership shall terminate.

Section 5. Waiver. No member may avoid his obligations as such by waiver of the use and enjoyment of the Property or by an attempted termination of membership, it being understood that the Corporation shall act in reliance of the performance of the obligations of the membership.

Section 6. Annual Dues: Every member shall be required to pay annual dues, the amount of which shall be determined by the Board and may be changed from year to year by the Board; provided, however, that the annual dues are collectively not in excess of such amount to defray the actual expenses of operating TPPOA and its property and to provide for the replacement, maintenance, enlargement, improvement and repair thereof.

ARTICLE V  
Loss of Property

Section 1. The Board shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI  
Maintenance Charges

Section 1. The Board of TPPOA shall have the right and power to subject the property of its members to an annual maintenance charge as follows:

Commencing upon acquisition of a lot in the subdivision, each member in TPPOA shall pay to TPPOA, in advance, the maintenance charges attributable to his membership, and such payments shall be used by TPPOA to create and continue a Maintenance Fund for the purposes of paying the expenses of TPPOA to be used as hereinafter stated. The charge will be delinquent when not paid within ten (10) days after it becomes due, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law.

In the event that such member does not pay such assessments when due, the Corporation may assess and the member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a member's default, the member shall pay all costs of enforcing all obligations of members to be performed including court costs and reasonable attorneys' fees.

Each member shall, upon acceptance of a deed to a lot in the subdivision of Tall Pines confirm a lien on the owner's lot for the purpose of securing sums of money due hereunder and each member recognizes that such lien is essential for the orderly and efficient operation of the Corporation.

The lien against the lot of the member in favor of TPPOA may be foreclosed in the manner in which statutory liens on real and/or personal property may be foreclosed.

The annual charge may be adjusted from year to year by the Board as the needs of the Corporation in its judgment may require. Maintenance charges shall be assessed equally against all members, notwithstanding the fact that the members may own or lease different lots except in those cases where a special assessment is levied against certain members because of their actions or special use of the Property.

Section 2. The Board shall, on behalf of the Corporation, have the following powers:

(a) Operate, maintain and control all water quality and management facilities within the subdivision.

(b) To take such action as may be necessary to comply or cause all persons using the Property to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities.

(c) To take all such action as may be necessary to comply or cause all persons using the Property to comply with all Rules and Regulations governing the Property (and the provisions of these by-laws).

(d) To take such action as may be necessary to comply or cause lot owners to comply with the Declaration of Restrictive Covenants.

(e) To cause to be placed or kept in force all insurance in respect to the Property including casualty and liability; to act as Agent for the Corporation, each member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(f) To maintain TPPOA's financial record books, accounts and other records; to issue certificates of account to members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of the Corporation and shall be available for inspection by the members at such reasonable time as the Corporation shall agree. As standard procedure, the Corporation shall render to each member such statement as it deems advisable, if any, for each calendar year no later than April 1st of the following year. The Corporation shall perform a continuous internal audit of the Corporation's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(g) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of the Corporation and shall be available for inspection in accordance with the provisions of the foregoing.

(h) In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the members will vary from those previously collected, the Board will notify the members thereof and the same shall be thereupon paid, as specified in said notice, until further notice of another change in assessments is given as herein provided.

(i) To deposit all funds collected from all sources in a special bank account or accounts of the Corporation in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

(j) TO SUPERVISE, OPERATE, CONTROL AND MANAGE THE TPPOA PROPERTY; PROMULGATE, ADOPT AND AMEND RULES AND REGULATIONS AS IT DEEMS ADVISABLE, IN ITS SOLE DISCRETION, FOR THE USE OF THE TPPOA PROPERTY.

(k) In the event of a violation (other than non-payment of an assessment) by a member of any of the provisions of the charter, by-laws or rules and regulations adopted pursuant thereto, or the Declaration of Restrictive Covenants, the Board shall have all the rights and powers of the Corporation to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(l) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(m) THE BOARD SHALL HAVE THE POWER TO FIX, DETERMINE AND COLLECT, FROM TIME TO TIME, THE SUMS NECESSARY AND ADEQUATE TO PROVIDE FOR THE OPERATION AND MAINTENANCE OF THE TPPOA PROPERTY AND THE MAINTAINING OF WATER QUALITY AND MANAGEMENT FACILITIES.

(n) To make and collect special assessments for such purposes and against such parties as the Board determines, to the same extent that the Board is permitted to do so in the by-laws. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the member or members, as the case may be. The assessments as to each member shall be made payable to the Corporation or such other firm or entity as the Board shall Direct. The Board shall have the right to change the fiscal year of the Corporation.

The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the TPPOA Property neat and in good order, to operate the TPPOA Property in such a manner which, in the opinion of the Board, may be of general benefit to the members, and, to effectuate the purposes of the Corporation as set forth in the Charter.

Section 3. TPPOA shall have a lien on the lots of all members to secure the payment of charges due and to become due, and the members, their heirs, successors and assigns shall be personally liable for all such charges.

Upon demand, TPPOA shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid charges against any member's lot, provided that such certificates shall not be required or necessary upon initial sales from the developer.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of TPPOA against any lot for the benefit or better security of a mortgagee.

ARTICLE VII  
Notice

Section 1. Notice: Whenever a notice other than a posted notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Collier County, Florida, postpaid, addressed to such member or Director at his address as the same appears on the books of the Corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice: Any notice required to be given by these by-laws may be waived by the person entitled thereto.

ARTICLE VIII  
Corporate Seal

Section 1. Corporate Seal: The corporate seal shall have engraved thereon the following: "Tall Pines Property Owners Association, Inc.--Seal--Incorporated 1979 Florida." It shall remain in the custody of the Secretary and shall be by him affixed to all instruments in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-laws.

ARTICLE IX  
Fiscal Year

Section 1. The fiscal year of the Corporation shall begin on the first day of January, and terminate on the 31st day of December of each year.

ARTICLE X  
Indemnification

No contract or transaction between this Corporation and any other corporation shall be in any way affected by the fact that the one or more of the directors of this Corporation are directors, employees or officers of the other corporation, provided that there is no fraud involved and the facts are disclosed to the Board of the Corporation.

No director shall be liable to the Corporation for any profit realized by him or loss suffered by the corporation as a result of any transaction between himself and the Corporation, or with a corporation on whose board he sits or whose stock he owns or is employed thereby where the transaction has been fully disclosed to the Board.

Directors interested in the transactions described above may be present and vote at the meeting at which time approval or ratification is to be discussed and voted upon, and their presence may be counted for the determination of a quorum. Each director shall be indemnified by the Corporation against all costs and expenses (including but not limited to attorneys' fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other, in which he or they may be involved by virtue of such person's being or having been such director, officer, or employee; provided, however, that such indemnity to all

Directors after the first Directors shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director, officer, or employee. The foregoing indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders, or otherwise. The Corporation shall purchase directors' liability policies covering the acts of the directors.

TALL PINES PROPERTY OWNERS  
ASSOCIATION, INC.

By: [Handwritten Signature]

Attest:

[Handwritten Signature]



Recorded and Verified  
in Official Records of  
COLLIER COUNTY FLORIDA  
WILLIAM J. REAGAN  
Clerk of Circuit Court

August 22, 1979

RECORDED  
OFFICIAL RECORD BOOK  
COLLIER COUNTY, FLORIDA

607364

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SEP 4 1 37 PM '79

DECLARATION OF RESTRICTIVE COVENANTS

GATH, INC., a Florida corporation, (hereinafter called "Declaror"), being the owner of all of the property described in Exhibit "A" attached hereto and made a part hereof, has established a general plan for the improvement and development of such property, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, and shall be binding for a period of forty (40) years from the date of recording of this instrument, at which time these covenants, conditions, restrictions, and other provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed by two-thirds (2/3) of the then owners of lots in the subdivision (as determined by the Public Records of Collier County, Florida) has been recorded in said Public Records, agreeing to change or terminate the provisions of this instrument.

1. APPROVAL OF PLANS. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Declaror reserves the power to control the buildings, structures, and other improvements placed on each lot, as well as to make such exceptions to these Reservations and Restrictions as the Declaror or Property Owners Association shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Declaror, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Property Owners Association hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Association may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Association shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no Association exists or if the Association shall fail to approve or disapprove the plans and specifications with 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

2. PROPERTY OWNERS ASSOCIATION. The Declaror has established a Property Owners Association as a Non-Profit Corporation. All privileges, powers, rights, and authority

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shall be exercised by and vested in the Property Owners Association. After ninety percent (90%) of the lots in the subdivision have been sold, or otherwise transferred by Declaror, the Property Owners Association shall be controlled by the owners of a majority of the lots in the subdivision. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Tall Pines Property Owners Association, Inc., a non-profit corporation.

3. RESIDENTIAL USE. Such lots, and each and every one thereof, are for single family residential purposes only. Each residence must include a minimum of one thousand five hundred (1,500) feet of enclosed livable floor area. Each residence must have an enclosed garage capable of accomodating at least two (2) but no more than three (3) automobiles. Each garage must be attached to and form an integral part of the residence.

4. OUTBUILDINGS. No garage or other outbuilding (such as utility buildings) shall be placed, erected, or maintained upon any part of such premises. Nothing herein shall be construed to prevent the incorporation or construction of a garage as part of such residence, or construction of a screened swimming pool enclosure.

5. OCCUPANCY. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within nine (9) months from the start thereof, provided, that the Property Owners Association may extend such time when in its opinion conditions warrant such extension. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot unless approved by the Property Owners Association.

6. NOISANCE. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property, or adversely affect the quality of the water retained or discharged from the subdivision.

7. SIGNS. No signs of any character shall be displayed or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed two square feet in size and one sign to a property.

8. PETS. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds (except parrots) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

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9. CLOTHES LINES. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.
10. GARBAGE RECEPTACLES. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.
11. TRAILERS, CAMPERS, AND BOATS. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. No boat may be parked or stored on any lot except in an enclosed garage. All garage doors shall be closed. Boats powered by internal combustion engines shall not be operated upon the waters of the subdivision.
12. WEEDS. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Brazilian Pepper (Florida Holly), Malelucia, Ficus or Australian Pine shall be planted or permitted to grow upon the premises.
13. LAND ELEVATIONS. No substantial changes in the elevations of the land shall be made on the premises which will interfere with the drainage of or otherwise cause undue hardship to adjoining properties.
14. SEPTIC TANKS. All septic tanks and drain fields shall be at the front of the residence, it being the intent that such units be between the residence and the street. When a sewage collection system is available it shall be used as the sole means of sewage disposal for such premises.
15. NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Property Owners Association. In the event such growth is removed, except as stated above, the TPPOA may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.
16. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead but this restriction may be waived by the TPPOA. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises, but this restriction may be waived by the Property Owners Association. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.
17. COMMERCIAL VEHICLES. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the Property Owners Association and kept in a garage completely enclosed.
18. DIVISION OF LOTS. No lot shall be resubdivided.
19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, or high quality

asphalt shingles.

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20. DRIVEWAYS. Driveways must be either concrete paved, poured gravel, or asphalt.

21. FENCES. All fences must be approved by the Property Owners Association.

22. WATER MANAGEMENT AREAS. No structure of any kind shall be constructed or erected, nor shall lot owners in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarator to be reserved for drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record without the prior written approval of the South Florida Water Management District and the specific written permission of Declarator or Tall Pines Property Owners Association:

Lot owners shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by Declarator, Tall Pines Property Owners Association, or any appropriate governmental agency that may reasonably require any rights of ingress and egress, and easements therefor are hereby specifically reserved and created.

No lot shall be increased in size by filling in any water or retention and drainage areas on which it abuts. Lot owners shall not fill, dike, rip-rap, block, divert or change the established water or retention and drainage areas that have been or may be created by easement without the prior written approval of the South Florida Water Management District and the prior written consent of Declarator or Tall Pines Property Owners Association.

Provided that the breach of any of these covenants, conditions, reservations, and restrictions or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by Tall Pines Property Owners Association, Inc., or by the owner of another lot in the subdivision but by no other person.

Provided, further, that should the Property Owners Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the TPPOA shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, further, that the breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of TPPOA or the owners of other lots in such premises in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations,

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or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against TPPOA for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable.

Provided, further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect, and

Provided, further, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall be effective under the laws of the State of Florida.

Provided, further, that such premises shall be subject to any and all rights and privileges which Collier County, Florida, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any County Zoning Ordinance or Law.

GATH, INC.

By Joseph J. Gelleny  
JOSEPH J. GELLENY, President

Attest:

Helen Gelleny  
HELEN GELLENY, Secretary

(Corporate Seal)



STATE of FLORIDA )  
County of Collier )

BEFORE ME, the undersigned authority, personally appeared JOSEPH J. GELLENY and HELEN GELLENY, President and Secretary, respectively, of GATH, INC., and acknowledged before me that they signed the foregoing instrument and the execution thereof was their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Naples, Florida this 22 day of April, 1979.

James E. ...  
NOTARY PUBLIC

My commission expires:

NEAREST PUBLIC STATE OF FLORIDA AT NAPLES  
MY COMMISSION EXPIRES OCTOBER 18, 1982



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---The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), less the South 60 feet and less the West 100 feet for right-of-way; and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), less the North 60 feet and the West 100 feet for right-of-way; located in Section 12, Township 49 South, Range 25 East, Collier County, Florida.---

EXHIBIT "A"

PREPARED BY:  
RICHARD D. DeBOEST II, ESQ.  
ATTORNEY AT LAW  
1415 HENDRY ST.  
FORT MYERS, FL 33901  
Tel: (239) 334-1381

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED being the President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Restrictive Covenants, originally recorded in O.R. Book 830, Page 1167 et seq. of the Public Records of Collier County, Florida, were duly approved, adopted and enacted by the required percentage of voting interests at a meeting called for that purpose at which a quorum was present held on the 6<sup>th</sup> day of January, 2000.

Dated this 31st day of January, 2005.

WITNESSES:

(Sign) [Signature] TALL PINES PROPERTY OWNERS ASSOCIATION, INC.  
(Print) SANDRA L. HAGEDORN

(Sign) [Signature] BY: [Signature]  
President of the Association

(Print) Christine Miellor (Print) Ann A Jones  
(Address) 5930 Cypress Hollow  
Naples, FL 34109.

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of January, 2005 by Ann A Jones, as President of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

NOTARY PUBLIC  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:

Suzanne Hoffman Perez  
Commission #DD146238  
Expires: Oct 07, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

3557583 OR: 373 G: 0539  
REC FBI 18.50  
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL  
02/11/2005 at 02:19PM DWIGHT H. BROCK, CLERK

REC'D:  
DEBOEST STOCKMAN BY AL  
1415 HENDRY ST  
FORT MYERS FL 33901



**AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS OF TALL PINES SUBDIVISION**

The Declaration of Restrictive Covenants of Tall Pines Subdivison shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

19. ROOFS. No roof shall be acceptable other than constructed of concrete tile, wood shake, ~~or high quality asphalt shingles, metal or other suitable material first approved in writing by the Association as elsewhere provided herein.~~

23. PROCEDURE FOR ADOPTING AMENDMENTS. A resolution for the adoption of a proposed amendment may be proposed in writing by either the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the members, regular or special, of which due notice has been given according to the Bylaws, which notice shall include notice of the substance of the proposed amendment. ~~Except as otherwise provided by law, this Declaration may be amended at anytime by affirmative vote of at least two-thirds (2/3rds) of the total voting interests of the Association, in person or by proxy, at a duly called meeting of the members of the Association.~~ A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

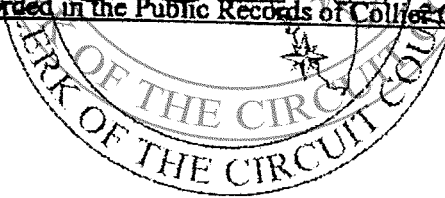


Exhibit "A"

OR: 3733 PG: 0540 \*\*\*

PLATBOOK 12 PAGE 71

# TALL PINES

A SUBDIVISION OF THE SW/4S & THE NW/4S OF THE SW/16S  
OF SECTION 12 TWP. 49S. RGE. 25E

COLLIER COUNTY, FLORIDA

SHEET 2 OF 2

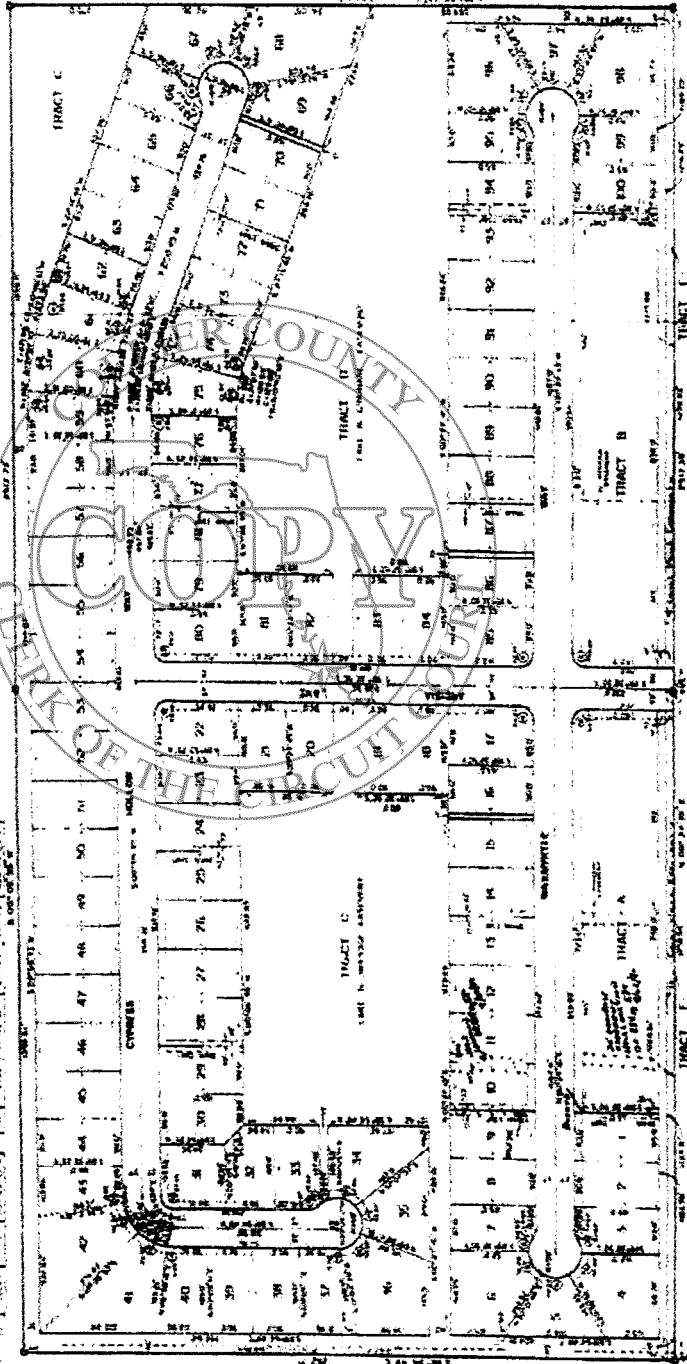
ADDITIONAL NOTES:  
1. THIS PLAT WAS PREPARED BY  
A LICENSED SURVEYOR  
ON A PLAT OF THE SW/4S & THE NW/4S  
OF SECTION 12 TWP. 49S. RGE. 25E  
COLLIER COUNTY, FLORIDA  
DATE: 12/15/70

THIS PLAT WAS PREPARED BY  
A LICENSED SURVEYOR  
ON A PLAT OF THE SW/4S & THE NW/4S  
OF SECTION 12 TWP. 49S. RGE. 25E  
COLLIER COUNTY, FLORIDA  
DATE: 12/15/70



ASHE LOCATED

TRACT	ACRES	OWNER
TRACT A	1.00	...
TRACT B	1.00	...
TRACT C	1.00	...
TRACT D	1.00	...
TRACT E	1.00	...
TRACT F	1.00	...
TRACT G	1.00	...
TRACT H	1.00	...
TRACT I	1.00	...
TRACT J	1.00	...
TRACT K	1.00	...
TRACT L	1.00	...
TRACT M	1.00	...
TRACT N	1.00	...
TRACT O	1.00	...
TRACT P	1.00	...
TRACT Q	1.00	...
TRACT R	1.00	...
TRACT S	1.00	...
TRACT T	1.00	...
TRACT U	1.00	...
TRACT V	1.00	...
TRACT W	1.00	...
TRACT X	1.00	...
TRACT Y	1.00	...
TRACT Z	1.00	...



STATE ROAD 531 LAUREL RD 100' R/W

P.O.B.

REC 4.00  
DCC 4.00  
INT

WARRANTY DEED  
FROM CORPORATION

617684

8:39 PM 1850

This Warranty Deed Made and executed the 8<sup>th</sup> day of August A. D. 1979, by  
GATH, INC.

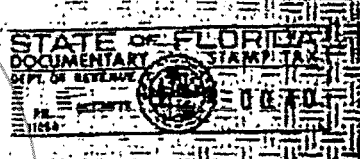
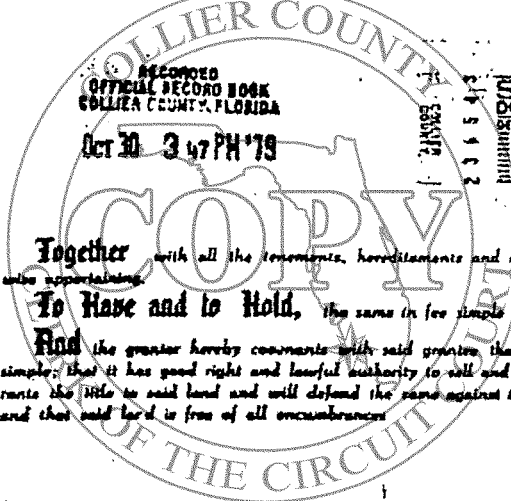
a corporation existing under the laws of Florida and having its principal place of  
business at 1207 Third Street South, Suite 5, Naples, Florida 33940  
hereinafter called the grantor, to

TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a Florida  
corporation,  
whose principal office address is  
1207 Third Street South, Suite 5, Naples, Florida  
hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, convey and confirm unto the grantees, all that certain land situate in  
County, Florida, viz:

TRACT "C" and TRACT "D" of Tall Pines Subdivision,  
as recorded in Plat Book 12, Page 70,  
Official Records of Collier County, Florida.



Together with all the covenants, hereditaments and appurtenances thereto belonging or in any  
wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;  
and that said land is free of all encumbrances.



**In Witness Whereof** the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers therunto duly authorized, the day and year first above written.

ATTEST *Helen Gelleny*  
Helen Gelleny  
Signed, sealed and delivered in the presence of:

GATH, INC.  
By *Joseph J. Gelleny*  
Joseph J. Gelleny

STATE OF FLORIDA  
COUNTY OF COLLIER  
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take and administer oaths, personally appeared

JOSEPH J. GELLENY and HELEN GELLENY

well known to me to be the President and Secretary respectively of the Corporation named GATH, INC. as the foregoing deed, and that they severally acknowledged entering the same in the presence of me and signing the same under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8<sup>th</sup> day of August 1979.

This instrument prepared by  
KENNETH C. ...  
Notary Public  
Naples, Florida 33940

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCTOBER 14, 1982  
My commission expires:

*Kenneth C. ...*  
Notary Public



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RECORDED  
OFFICIAL RECORD BOOK  
COLLIER COUNTY, FLORIDA

617682

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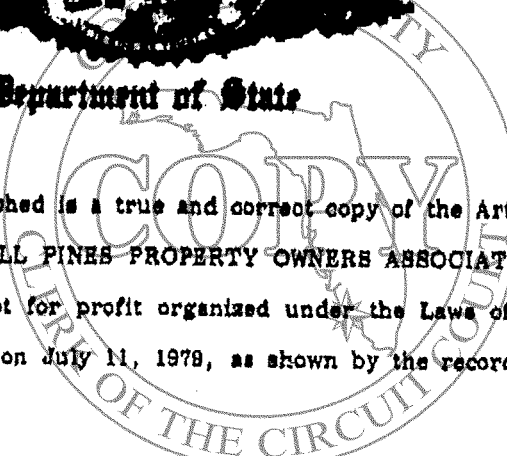
# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TALL PINES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 11, 1979, as shown by the records of this office.

The charter number for this corporation is 748048.



GEN 161  
18-76

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of July, 1979.

*[Signature]*  
Secretary of State

FILED  
 JUL 11 2 48 PM '79  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION      839 JUL 18 2003

OF  
 TALL PINES PROPERTY OWNERS ASSOCIATION, INC.  
 (A Corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of this corporation shall be TALL PINES PROPERTY OWNERS ASSOCIATION, INC. This corporation shall hereinafter be referred to as TPPOA.

II.

The purpose for which TPPOA is organized is to provide an entity; to acquire, own, operate, manage, maintain, and preserve that certain common property designated as TRACT "C" and TRACT "D" of that certain TALL PINES SUBDIVISION, a subdivision of the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 12, Township 49 South, Range 25 East, Collier County, Florida, hereinafter called the "Property"; to own, operate, maintain, and control all water management facilities associated with the subdivision; to implement, effectuate, and enforce the covenants, restrictions, reservations, and servitudes on the Property and the subdivision as set forth by that "Declaration of Restrictive Covenants" applicable to the subdivision, as recorded in the Public Records, Collier County, Florida.

III.

TPPOA shall have the following powers:

1. TPPOA shall have all of the powers and privileges granted to corporations not for profit.

III 839 PAGE 1834

2. TPPOA shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to:

(a) To make and establish and enforce rules and regulations governing the use of the Property.

(b) To levy and collect assessments against members of TPPOA to pay all the expenses of TPPOA, including but not limited to the provision of insurance, the acquiring, operating, leasing, managing and otherwise dealing with the property of TPPOA, whether real or personal, which may be necessary or convenient for the operation and management of TPPOA, and to do all things necessary to accomplish the purposes set forth in this charter, and the by-laws of TPPOA.

(c) To manage, maintain, insure, equip, improve, repair, reconstruct, pay taxes and expenses, replace and operate the Property and to contract with others for such purposes.

(d) To enforce the provisions of TPPOA, these Articles of Incorporation, the by-laws of TPPOA, the rules and regulations governing the use of the Property, and Declaration of Restrictive Covenants.

(e) To enter into agreements for the use of the Property with such persons or entities as it deems proper.

(f) To grant easements, licenses, etc. over and across the Property.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon TPPOA.

(h) To enter into agreements whereby TPPOA acquires the Property for the enjoyment, recreation or other use or benefit of its members residing in that development known as Tall Pines Subdivision, Collier County, Florida.

#### IV.

The qualification of members, the manner of their admission, termination of such membership, and voting by members

839 1835

(member) shall be as follows:

1. The owners of all residential lots in Tall Pines Subdivision, Collier County, Florida, and the Subscribers to this Certificate of Incorporation shall be Members of TPPOA, and no other persons or entities shall be entitled to membership.

2. The membership of any party shall be automatically terminated upon his being divested of title to all lots owned by such Member provided, however, that said membership shall run with the land and shall automatically transfer to the grantee thereof as an appurtenance to such lot. Membership is non-transferable except as an appurtenance to such lot.

3. On all matters on which the membership shall be entitled to vote, each Member shall have one vote for each lot owned by such Member. Such vote may be exercised or cast by the owner or owners of each lot in such manner as is provided for in the by-laws hereinafter adopted by TPPOA.

4. A membership in TPPOA, including both the benefits and obligations thereof, shall run with a Member's lot and shall, without further instrument, be deemed transferred automatically as an appurtenance thereto to any subsequent transferee of said lot and said subsequent transferee shall be entitled to the benefits and be bound by the obligations of such membership.

V.

TPPOA shall have perpetual existence.

VI.

The principal office of TPPOA shall be located at Suite 5, 1207 Third Street, South, Naples, Florida.

VII.

The affairs of TPPOA will be managed by a Board of Directors (Board) consisting of not less than three but not more than five directors who, except those individuals named

839 1836

as the first board and substitutions thereon, must be Members of TPPOA.

Directors of TPPOA shall be elected in the manner provided by the by-laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the by-laws. The first election of directors, except the Board named herein, by the Members shall not be held until ninety percent (90%) of the lots comprising Tall Pines Subdivision have been sold or otherwise transferred from the developer. The directors named in these Articles shall serve until the first election of directors by the membership and any vacancies in their number occurring before the first election shall be filled by the remaining directors as provided for in the by-laws of TPPOA.

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

NAME	ADDRESS
Kenneth G. Hadcock	Suite 5, 1207 Third Street, South Naples, Florida
Allan V. Roseman	3502 Radio Road Naples, Florida
Michael F. Stephen	3502 Radio Road Naples, Florida

VIII.

The officers of TPPOA shall serve at the pleasure of the Board of Directors and shall be deemed valid officers until replaced by the Board of Directors. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	OFFICE
Kenneth G. Hadcock	President
Allan V. Roseman	Vice President
Michael F. Stephen	Secretary and Treasurer

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§ 839 PAGE 1837

The Board shall have the power to create such additional officerships as authorized in the by-laws.

## IX.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of TPPQA, the names of which Subscribers and their respective post office addresses are more particularly set forth in Article VII above.

## X.

The original by-laws of TPPQA shall be adopted by a majority vote of the Board and thereafter, such by-laws may be altered or rescinded only in such manner as said by-laws provide.

## XI.

TPPQA shall indemnify its officers and directors as provided in the by-laws.

## XII.

Amendments to these Articles of Incorporation may be proposed and adopted in the manner set forth as follows, and all rights conferred upon Members herein are granted subject to this reservation and its lawful exercise, to wit:

1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the directors.
2. CALL FOR MEETING. Upon any amendment or amendments to these Articles being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to

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give each Board member written or printed notice of such meeting.

3. VOTE NECESSARY: FILING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of sixty-six percent (66%) of the entire membership of the Board of Directors and seventy-five percent (75%) of the membership of TPPOA. Such amendment or amendments shall be filed within ten (10) days from said approval with the Department of State for approval, along with the appropriate filing fee.

Notwithstanding the provisions of this paragraph, no amendment shall be effective in contravention of the purpose of TPPOA as set forth in paragraph II, above.

XIII.

The share of a member in the funds and assets of TPPOA cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of TPPOA shall belong solely to TPPOA, subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in this Charter and in the by-laws of TPPOA and its contractual commitments. TPPOA shall issue no stock, no dividend shall be paid, and no part of the income of TPPOA shall be distributed to its members, directors or officers.

*Kenneth G. Hadcock* (SEAL)  
Kenneth G. Hadcock

*Allan V. Roseman* (SEAL)  
Allan V. Roseman

*Michael F. Stephen* (SEAL)  
Michael F. Stephen

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STATE OF FLORIDA  
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared Kenneth G. Hadcock, Allan V. Roseman and Michael F. Stephen, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 3rd day of July, 1979.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA IN LARGE  
BY COMMISSION EXPIRES JANUARY 12, 1982

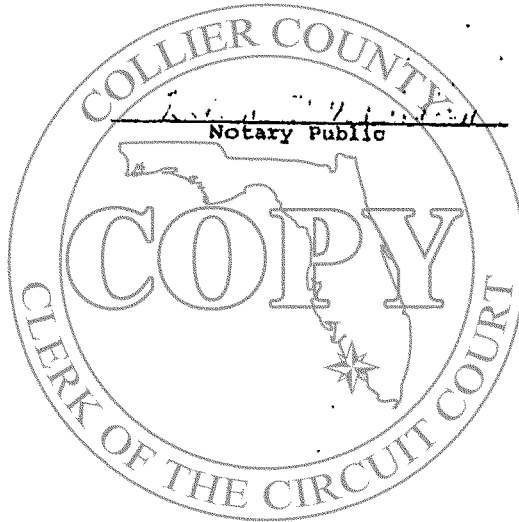


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FILED  
JUL 11 2 44 PM '79  
TALLAHASSEE, FLORIDA

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT TALL PINES PROPERTY OWNERS ASSOCIATION, INC.  
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Naples  
(CITY)

STATE OF Florida, HAS NAMED Kenneth G. Hadcock  
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT Suite 5, 1207 Third Street, South  
(STREET ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Naples, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA,  
(CITY)

SIGNATURE [Signature]  
(CORPORATE OFFICER)

TITLE [Signature]

DATE 7/5/79

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

SIGNATURE [Signature]  
(RESIDENT AGENT)

DATE 7/5/79

CORP. 25  
1/1/76

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 OFFICIAL RECORDS BOOK  
 COLLIER COUNTY, FLORIDA

OCT 30 3 47 PM '79

617683

W 539 1841

BY-LAWS

OF

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

The purpose of Tall Pines Property Owners Association, Inc., hereinafter referred to as TPPOA, is as set forth in Article II of the Charter.

ARTICLE I  
 Officers

Section 1. Executive Officers: The Executive Officers of the Corporation shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. Other than the first President or his successor as appointed by the Board of Directors, the President shall be elected annually by the Board of Directors (Board). All other officers shall be elected as the President is elected. They shall take office immediately after election. After the first officers all officers shall be members of the Board and Members of the Corporation.

Section 2. The President: Subject to the direction of the Board, the President shall be the chief executive of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio a member of all committees.

Section 3. The Vice President: The Vice President shall have such power and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require. Payment therefor shall be made by the Corporation.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

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Section 7. Removal: The officers of the Corporation shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or replaced by the Board. Vacancies shall be filled by a majority of the Board as such vacancies arise.

ARTICLE II  
Board of Directors

Section 1. Number of Members: The business and affairs of the Corporation shall be managed by a Board of Directors which shall consist of not less than three nor more than five members. The first Board and persons filling vacancies thereon need not be members of the Corporation. Thereafter, the Board shall be comprised of members of the Corporation. At the inception of the Corporation, the Board shall consist of the three members named in the Articles of Incorporation, and thereafter the number of directors shall be fixed by the Board.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three members of the Board, which committee shall have all the powers of the Board between meetings, regular or special. The President of the Corporation shall be a member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Board for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Terms of Members of the Board: The first Board named in the Charter of the Corporation shall serve until ninety percent (90%) of the lots comprising Tall Pines Subdivision have been sold or otherwise transferred by the developer. Thereafter, and not before, they shall be elected by the members of the Corporation. Until after said time, the Directors may not be removed by the members for any reason whatsoever.

Section 9. Annual Report: After the Board is elected

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by the members, the Board shall, after the close of each fiscal year, submit to the members of the Corporation a report as to the condition of the Corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 10. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select anyone to serve the unexpired term of the vacancy. During the term of the first Board the individuals filling said vacancies need not be members of the Corporation.

ARTICLE III  
Meetings of Members

Section 1. Annual Meetings: Subsequent to the election of the first Board of Directors by the members, there shall be an annual meeting of the members of the Corporation at such place as may be designated, on the first Tuesday in January of each year if not a legal holiday under the laws of the State of Florida, and if a legal holiday then on the next succeeding business day, at 11:00 a.m., for the transaction of such business as may come before the meeting. No notice shall be required for such meeting. Prior to the conveyance of ninety percent (90%) of the lots by the developer these annual meetings of the members are deemed waived.

Section 2. Special Meetings: Special meetings of the members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be given.

Section 3. Proxy: Subject to the qualifications hereafter specified, every member may cast one vote either in person or by proxy, for each lot for which the individual or corporation is a member, solely or jointly. There shall be one vote for each lot and a member may be entitled correspondingly to more than one membership or vote.

Section 4. Quorum: At any meeting of the members, a quorum shall consist of members representing twenty-five percent (25%) of the total voting membership, present either in person or by proxy, and a majority in amount of such quorum decide any question that may come before the meeting.

ARTICLE IV  
Membership

Section 1. Qualifications: The owners of residential lots in Tall Pines Subdivision, Collier County, Florida, and the subscribers to the Certificate of Incorporation shall be Members of this Corporation.

Where two or more persons are the joint owners of lots, both shall become members. Where two or more persons are stockholders in a corporation owning lots, the corporation shall become the member; provided, however, that the vote of the owners of a lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". Such certificate will be signed by all of the members of such lot or the proper corporate officer, filed with the Secretary of the Corporation, and shall be valid until revoked by subsequent certificate. If such a

839 1844

certificate is not so filed, the vote of such members shall not be considered in determining a quorum or for any other purpose.

Only members shall be entitled to vote.

Whenever a member shall cease to own a lot, or shall cease to own stock in a corporation that owns a lot, or upon such other occurrences determined by the Board concerning the privilege of membership, such member shall automatically be dropped from the membership roll of the corporation. Each member shall notify the Corporation of a transfer of ownership as previously specified.

Section 2. **Members:** A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to his lot) or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. **Membership Certificates; Memberships Not Transferable:** The issuance of membership certificates or identification cards, if any, shall be governed by the Board. No membership or certificate of membership may be sold, assigned, or transferred, voluntarily or by will or by operation of law except as hereinafter specified.

For all members who own lots in the subdivision, although such membership is personal, it shall also attach to said lot and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said lot who shall be bound by such membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said lot shall be entitled, by virtue thereof to membership in the Corporation or to any of the rights or privileges of such membership. Such transfer of membership shall be confirmed by the acceptance of a deed from said member.

Section 4. **Termination of Membership:** Whenever any member shall cease to have all of the qualifications necessary for admission to membership in TPPOA, as determined by the charter, by-laws or the Board, then such membership shall terminate.

Section 5. **Waiver.** No member may avoid his obligations as such by waiver of the use and enjoyment of the Property or by an attempted termination of membership, it being understood that the Corporation shall act in reliance of the performance of the obligations of the membership.

Section 6. **Annual Dues:** Every member shall be required to pay annual dues, the amount of which shall be determined by the Board and may be changed from year to year by the Board; provided, however, that the annual dues are collectively not in excess of such amount to defray the actual expenses of operating TPPOA and its property and to provide for the replacement, maintenance, enlargement, improvement and repair thereof.

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ARTICLE V  
Loss of Property

Section 1. The Board shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI  
Maintenance Charges

Section 1. The Board of TPPOA shall have the right and power to subject the property of its members to an annual maintenance charge as follows:

Commencing upon acquisition of a lot in the subdivision, each member in TPPOA shall pay to TPPOA, in advance, the maintenance charges attributable to his membership, and such payments shall be used by TPPOA to create and continue a Maintenance Fund for the purposes of paying the expenses of TPPOA to be used as hereinafter stated. The charge will be delinquent when not paid within ten (10) days after it becomes due, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law.

In the event that such member does not pay such assessments when due, the Corporation may assess and the member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a member's default, the member shall pay all costs of enforcing all obligations of members to be performed including court costs and reasonable attorneys' fees.

Each member shall, upon acceptance of a deed to a lot in the subdivision of Tall Pines confirm a lien on the owner's lot for the purpose of securing sums of money due hereunder and each member recognizes that such lien is essential for the orderly and efficient operation of the Corporation.

The lien against the lot of the member in favor of TPPOA may be foreclosed in the manner in which statutory liens on real and/or personal property may be foreclosed.

The annual charge may be adjusted from year to year by the Board as the needs of the Corporation in its judgment may require. Maintenance charges shall be assessed equally against all members, notwithstanding the fact that the members may own or lease different lots except in those cases where a special assessment is levied against certain members because of their actions or special use of the Property.

Section 2. The Board shall, on behalf of the Corporation, have the following powers:

(a) Operate, maintain and control all water quality and management facilities within the subdivision.

(b) To take such action as may be necessary to comply or cause all persons using the Property to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities.

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(c) To take all such action as may be necessary to comply or cause all persons using the Property to comply with all Rules and Regulations governing the Property (and the provisions of these by-laws).

(d) To take such action as may be necessary to comply or cause lot owners to comply with the Declaration of Restrictive Covenants.

(e) To cause to be placed or kept in force all insurance in respect to the Property including casualty and liability; to act as Agent for the Corporation, each member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(f) To maintain TFFOA's financial record books, accounts and other records; to issue certificates of account to members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of the Corporation and shall be available for inspection by the members at such reasonable time as the Corporation shall agree. As standard procedure, the Corporation shall render to each member such statement as it deems advisable, if any, for each calendar year no later than April 1st of the following year. The Corporation shall perform a continuous internal audit of the Corporation's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(g) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of the Corporation and shall be available for inspection in accordance with the provisions of the foregoing.

(h) In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the members will vary from those previously collected, the Board will notify the members thereof and the same shall be thereupon paid, as specified in said notice, until further notice of another change in assessments is given as herein provided.

(i) To deposit all funds collected from all sources in a special bank account or accounts of the Corporation in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

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(j) TO SUPERVISE, OPERATE, CONTROL AND MANAGE THE TPPOA PROPERTY; PROMULGATE, ADOPT AND AMEND RULES AND REGULATIONS AS IT DEEMS ADVISABLE, IN ITS SOLE DISCRETION, FOR THE USE OF THE TPPOA PROPERTY.

(k) In the event of a violation (other than non-payment of an assessment) by a member of any of the provisions of the charter, by-laws or rules and regulations adopted pursuant thereto, or the Declaration of Restrictive Covenants, the Board shall have all the rights and powers of the Corporation to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(l) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(m) THE BOARD SHALL HAVE THE POWER TO FIX, DETERMINE AND COLLECT, FROM TIME TO TIME, THE SUMS NECESSARY AND ADEQUATE TO PROVIDE FOR THE OPERATION AND MAINTENANCE OF THE TPPOA PROPERTY AND THE MAINTAINING OF WATER QUALITY AND MANAGEMENT FACILITIES.

(n) To make and collect special assessments for such purposes and against such parties as the Board determines, to the same extent that the Board is permitted to do so in the by-laws. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the member or members, as the case may be. The assessments as to each member shall be made payable to the Corporation or such other firm or entity as the Board shall Direct. The Board shall have the right to change the fiscal year of the Corporation.

The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the TPPOA Property neat and in good order, to operate the TPPOA Property in such a manner which, in the opinion of the Board, may be of general benefit to the members, and, to effectuate the purposes of the Corporation as set forth in the Charter.

Section 3. TPPOA shall have a lien on the lots of all members to secure the payment of charges due and to become due, and the members, their heirs, successors and assigns shall be personally liable for all such charges.

Upon demand, TPPOA shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid charges against any member's lot, provided that such certificates shall not be required or necessary upon initial sales from the developer.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of TPPOA against any lot for the benefit or better security of a mortgagee.

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ARTICLE VII  
Notice

Section 1. Notice: Whenever a notice other than a posted notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Collier County, Florida, postpaid, addressed to such member or Director at his address as the same appears on the books of the Corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Waiver of Notice: Any notice required to be given by these by-laws may be waived by the person entitled thereto.

ARTICLE VIII  
Corporate Seal

Section 1. Corporate Seal: The corporate seal shall have engraved thereon the following: "Tall Pines Property Owners Association, Inc. - Seal - Incorporated 1979 Florida." It shall remain in the custody of the Secretary and shall be by him affixed to all instruments in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-laws.

ARTICLE IX  
Fiscal Year

Section 1. The Fiscal year of the Corporation shall begin on the first day of January, and terminate on the 31st day of December of each year.

ARTICLE X  
Indemnification

No contract or transaction between this Corporation and any other corporation shall be in any way affected by the fact that the one or more of the directors of this Corporation are directors, employees or officers of the other corporation, provided that there is no fraud involved and the facts are disclosed to the Board of the Corporation.

No director shall be liable to the Corporation for any profit realized by him or loss suffered by the corporation as a result of any transaction between himself and the Corporation, or with a corporation on whose board he sits or whose stock he owns or is employed thereby where the transaction has been fully disclosed to the Board.

Directors interested in the transactions described above may be present and vote at the meeting at which time approval or ratification is to be discussed and voted upon, and their presence may be counted for the determination of a quorum. Each director shall be indemnified by the Corporation against all costs and expenses (including but not limited to attorneys' fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other, in which he or they may be involved by virtue of such person's being or having been such director, officer, or employee; provided, however, that such indemnity to all

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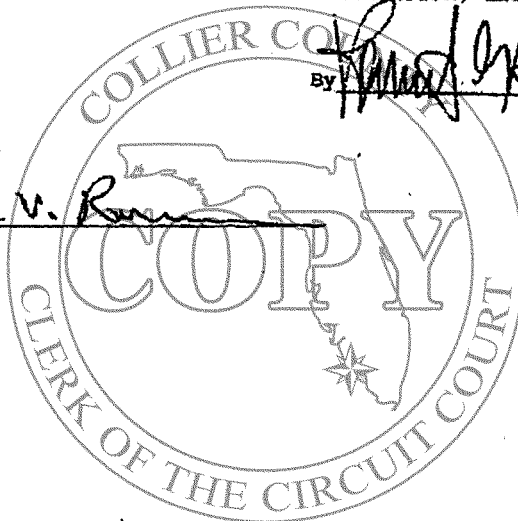
Directors after the first Directors shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director, officer, or employee. The foregoing indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders, or otherwise. The Corporation shall purchase directors' liability policies covering the acts of the directors.

TALL PINES PROPERTY OWNERS ASSOCIATION, INC.

By [Signature]

Attest:

[Signature]



Recorded and Verified in Official Records of Collier County, Florida WILLIAM J. HEADMAN Clerk of Circuit Court

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

August 14, 2018

Ann A. Jones  
c/o Tall Pines Property Owners Association  
Post Office Box 111437  
Naples, Florida 34108

**Re: Tall Pines Property Owner's Association, Inc.; Approval;  
Determination Number: 18147**

Dear Ms. Jones;

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Tall Pines Property Owner's Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Ann A. Jones  
August 14, 2018  
Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

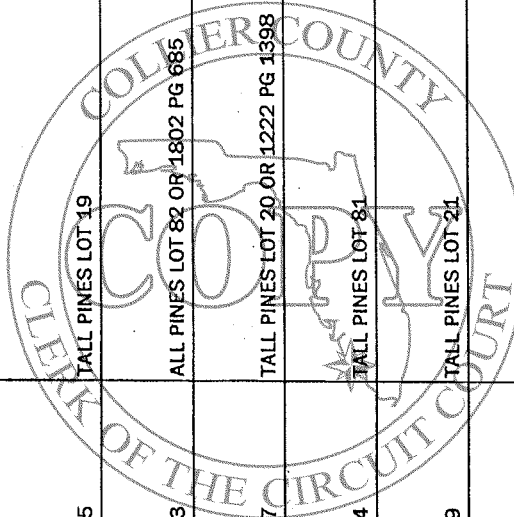
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

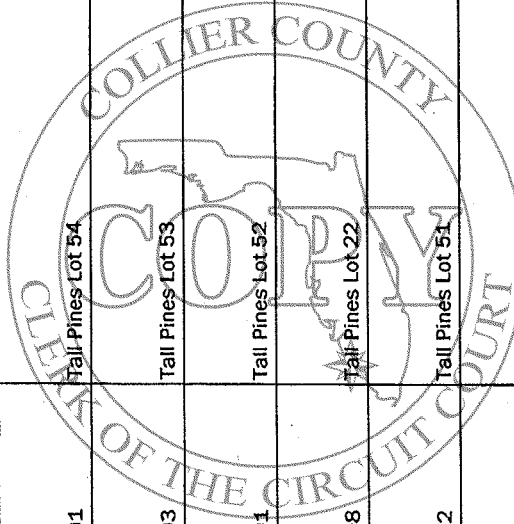
Tall Pines Property Owners as of April 28, 2018

Name/Address of Owner	Parcel Number	Legal Description
Tall Pines Property Owners Assoc Inc C/O Cambridge Mgt. 2335 Tamiami Trl N Ste 402 Naples, FL 34103	76360720009	TALL PINES TR C SEE EXEMPT FILES
Ronald & Patricia Fowle, Jr. 2700 Ardisia Lane Naples, FL 34109	76364200004	TALL PINES LOT 84 OR 1231 PG 1904
Larry & Cynthia Roorda 2730 Ardisia Lane Naples, FL 34109	76364160005	TALL PINES LOT 83 OR 1966 PG 1898
Malcolm & Doris Kutash 2731 Ardisia Lane Naples, FL 34109	76361560006	TALL PINES LOT 18
Zhongwei Liu Wanzhong Jiang Qing Liu 803 Myrtle Terrace North Naples, FL 34109	76361600005	TALL PINES LOT 19
Cheryl Mallick & Michael Beltran 2760 Ardisia Lane Naples, FL 34109	76364120003	ALL PINES LOT 82 OR 1802 PG 685
Adam W Johnson III & Christina M 2761 Ardisia Lane Naples, FL 34109	76361640007	TALL PINES LOT 20 OR 1222 PG 1598
Kamal & Dana Escalona 2790 Ardisia Lane Naples, FL 34109	76364080004	TALL PINES LOT 81
William & Denae Doide 2791 Ardisia Lane Naples, FL 34109	76361680009	TALL PINES LOT 21
Roberto & Gloria Vargas 5600 Cypress Hollow way Naples, FL 34109	76363520002	TALL PINES LOT 67
Kenji Inoue & Katey Zinn 5601 Cypress Hollow Way Naples, FL 34109	76363560004	TALL PINES LOT 68 OR 1475 PG 2228
Michelle Shelley Kristen Lund 5630 Cypress Hollow Way Naples, FL 34109	76363480003	Tall Pines Lot 66
MaryAnn Ostolaza 5631 Cypress Hollow Way Naples, FL 34109	76363600003	Tall Pines Lot 69
Peter Miskech & Lydia Stillwell 5660 Cypress Hollow Way Naples, FL 34109	76363440001	Tall Pines Lot 65



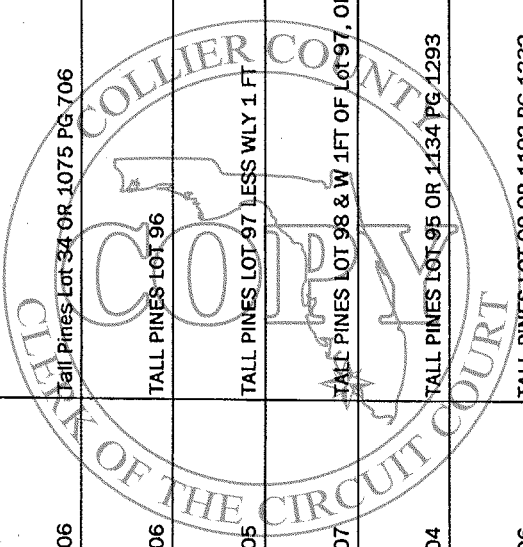
Robert & Laura Pasco 5661 Cypress Hollow Way Naples, FL 34109	76363640005	Tall Pines Lot 70
Beverly Cahn 5690 Cypress Hollow Lane Naples, FL 34109	76363400009	Tall Pines Lot 64
Patrick O Mara 5691 Cypress Hollow Way Naples, FL 34109	76363680007	Tall Pines Lot 71 OR 1216 PG 697
Alan & Nichollette Rudd 5700 Cypress Hollow Way Naples, FL 34109	76363360000	Tall Pines Lot 63
Lawrence & Patti Farese 5701 Cypress Hollow Way Naples, FL 34109	76363720006	Tall Pines Lot 72 OR 1111 PG1072
Jeffrey & Amy Owler 5730 Cypress Hollow Way Naples, FL 34109	76363320008	Tall Pines Lot 62
Stephen & Kelly Parker 5731 Cypress Hollow Way Naples, FL 34109	76363760008	Tall Pines Lot 73 OR 1365 PG 568
Lisa McCain 5760 Cypress Hollow Way Naples, FL 34109	76363280009	Tall Pines Lot 61
Patricia A Pavlos Walter Tenley 5761 Cypress Hollow Way Naples, FL 34109	76363800007	Tall Pines Lot 74
Jenny Chen 5790 Cypress Hollow Way Naples, FL 34109	76363240007	Tall Pines Lot 60 OR 1344 PG 2381
Michael Scott Smith 5791 Cypress Hollow Way Naples, FL 34109	76363840009	Tall Pines Lot 75 OR 1250 PG 1045
Douglas & Rosa Bloch 5800 Cypress Hollow Way Naples, FL 34109	76363200005	Tall Pines Lot 59
Mary S Guidicis 5801 Cypress Hollow Way Naples, FL 34109	76363880001	Tall Pines Lot 76 OR 2075 PG 699
Kevin & Loretta Myers 5830 Cypress Hollow Way Naples, FL 34109	76363160006	Tall Pines Lot 58
Richard & Mary Malick 5831 Cypress Hollow Way Naples, FL 34109	76363920000	Tall Pines Lot 77 OR 1206 PG 840
Mary Jane Briggs 5860 Cypress Hollow Way Naples, FL 34109	76363120004	Tall Pines Lot 57

ENRICO A PICCALUGA REV TR CATHERINE M PICCALUGA REV TR 6631 SABLE RIDGE LN NAPLES, FL 34109	76363960002	Tall Pines Lot 78
Ross & Marcia Jaquith 5890 Cypress Hollow Way Naples, FL 34109	76363080005	Tall Pines Lot 56 OR 1629 PG 37
Ashkenaz USA LLC 9110 Strade PL #6200 Naples, FL 34108	76364000000	Tall Pines Lot 79
Samuel & Vaida Newara 5900 Cypress Hollow Way Naples, FL 34109	76363040003	Tall Pines Lot 55 OR 1525 PG 781
Thomas & Sandra Moran 340 West St Naples, FL 34108	76364040002	Tall Pines Lot 80
Ann Jones 5930 Cypress Hollow Way Naples, FL 34109	76363000001	Tall Pines Lot 54
David Noponen & Larry Roorda 5960 Cypress Hollow Way Naples, FL 34109	76362960003	Tall Pines Lot 53
David & Debrah Port 6000 Cypress Hollow Way Naples, FL 34109	76362920001	Tall Pines Lot 52
James D & Michelle D 6001 Cypress Hollow Way Naples, FL 34109	76361720008	Tall Pines Lot 22
Daniil & Jurgita Chingarev 6020 Cypress Hollow Way Naples, FL 34109	76362880002	Tall Pines Lot 51
Jary & Barbara Sell 6031 Cypress Hollow Way Naples, FL 34109	76361760000	Tall Pines Lot 23 OR 1102 PG 1944
Lawrence Crouse 6040 Cypress Hollow Way Naples, FL 34109	76362840000	Tall Pines Lot 50
Joseph & Meredith Basile 6060 Cypress Hollow Way Naples, FL 34109	76362800008	Tall Pines Lot 49
David & Diana Borowski 6061 Cypress Hollow Way Naples, FL 34109	76361800009	Tall Pines Lot 24
Gaetano M. Cecchini Living Trust 1155 Valerie Ave N Massillon, OH 44646	76362760009	Tall Pines Lot 48 OR 1440 PG 2228 PR 1545 PG 381
Robert Lindsey & Ginger Walker 6091 Cypress Hollow Way Naples, FL 34109	76361840001	Tall Pines Lot 25



Devane & Shawn Thompson 6100 Cypress Hollow Way Naples, FL 34109	76362720007	Tall Pines Lot 47 OR 1871 PG 1871
Timothy & Nicole Felts 6101 Cypress Hollow Way Naples, FL 34109	76361880003	Tall Pines LOT 26
Charles & Susan Howlin 6110 Cypress Hollow Way Naples, FL 34109	76362680008	Tall Pines Lot 46
Christopher Kopriva 6120 Cypress Hollow Way Naples, FL 34109	76362640006	Tall Pines Lot 45
Hernan Campero & Maria Gracia 6881 Sandalwood Lane Naples, FL 34109	76361920002	Tall Pines Lot 27
Nicholas & Kara Kouloheras 6130 Cypress Hollow Way Naples, FL 34109	76362600004	Tall Pines Lot 44
Kelli & Joe Holiatz 6140 Cypress Hollow Way Naples, FL 34109	76362560005	Tall Pines Lot 43 OR 1812 PG 2084
Lourdes Barrera & Luigi M. Soriero 6141 Cypress Hollow Way Naples, FL 34109	76361960004	Tall Pines Lot 28
Kristen Coury 6150 Cypress Hollow Way Naples, FL 34109	76362520003	Tall Pines Lot 42
Mohammed & Razia Usman 6160 Cypress Hollow Way Naples, FL 34109	76362480004	Tall Pines Lot 41 OR 1842 PG 1416
Rodrick & Trish Soars 6161 Cypress Hollow Way Naples, FL 34109	76362000002	Tall Pines Lot 29
Janet Lee Meerpohl Trust 6170 Cypress Hollow Way Naples, FL 34109	76362440002	Tall Pines Lot 40
Mark & Patty McClimans 6180 Cypress Hollow Way Naples, FL 34109	76362400000	Tall Pines Lot 39
Charles Maurer & Jaimie Creel 6181 Cypress Hollow Way Naples, FL 34109	76362040004	Tall Pines Lot 30 OR 2050 PG 871
Nancy Thalheimer 6200 Cypress Hollow Way Naples FL 34109	76362360001	Tall Pines Lot 38
William & Susan Walker 380 West St Naples, FL 34108	76362080006	Tall Pines Lot 31

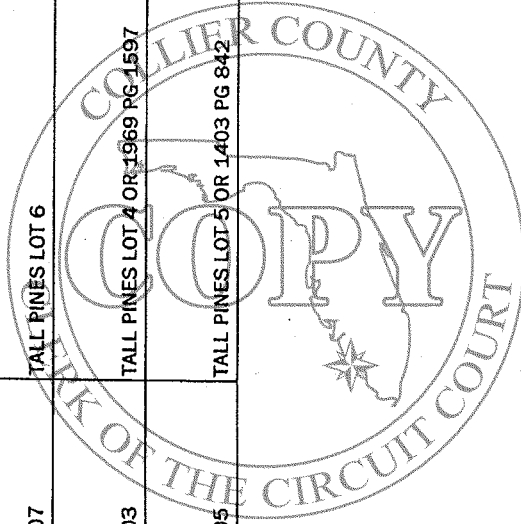
James & Catherine Hunt 6220 Cypress Hollow Way Naples, FL 34109	76362320009	Tall Pines Lot 37
ENRICO A PICCALUGA REV TR CATHERINE M PICCALUGA REV TR 6631 SABLE RIDGE LN NAPLES, FL 34109	76362120005	Tall Pines Lot 32
Christopher & Amy Mendello 6240 Cypress Hollow Way Naples, FL 34109	76362280000	Tall Pines Lot 36
William & Peggy Wilson 6241 Cypress Hollow Way Naples, FL 34109	76362160007	Tall Pines Lot 33
Adriana Kinn 6260 Cypress Hollow Way Naples, FL 34109	76362240008	Tall Pines Lot 35
Christian & Andrea Galt 6261 Cypress Hollow Way Naples, FL 34109	76362200006	Tall Pines Lot 34 OR 1075 PG 706
James Joseph O'Reilly 1472 Eagle Crest Dr Prescott, AZ 86301	76364680006	TALL PINES LOT 96
James Bailentyne 208 Anderson St Apt N4F Hackensack NJ 07601	76364720005	TALL PINES LOT 97 LESS WLY 1 FT
David & Constance Bourgeau 5631 Waxmyrtle Way Naples, FL 34109	76364760007	TALL PINES LOT 98 & W 1 FT OF LOT 97, OR 1378 PG 461
Marco & Naitia Bronzoni 5660 Waxmyrtle Way Naples, FL 34109	76364640004	TALL PINES LOT 95 OR 1134 PG 1293
Michael LaPlaca 5661 Waxmyrtle Way Naples, FL 34109	76364800006	TALL PINES LOT 99 OR 1192 PG 1232
Jonathan & Suzanne Kepple 5690 Waxmyrtle Way Naples, FL 34109	76364600002	TALL PINES LOT 94
Steven & Lynn DeLong 5691 Waxmyrtle Way Naples, FL 34109	76364840008	TALL PINES LOT 100
Michael Baviello, Jr. 5700 Waxmyrtle Way Naples, FL 34109	76364560003	TALL PINES LOT 93
Mark & Nicole Weber 5701 Waxmyrtle Way Naples, FL 34109	76364841120	TALL PINES REPLAT BLK B LOT 1
Michael & Mary Shalies 5730 Waxmyrtle Way Naples, FL 34109	76364520001	TALL PINES LOT 92



Marc & Susan Zampelli 5731 Waxmyrtle Way Naples, FL 34109	76364841146	TALL PINES REPLAT BLK B LOT 2
James Robert Rubinton 5760 Waxmyrtle Way Naples, FL 34109	76364480002	TALL PINES LOT 91
Anthony & Tonia Lykins 5761 Waxmyrtle Way Naples, FL 34109	76364841162	TALL PINES REPLAT BLK B LOT 3
Leisa Barbara Brawley Tr 5790 Waxmyrtle Way Naples, FL 34109	76364440000	TALL PINES LOT 90 OR 1198 PG 2004
Rudy & Ellen Gonnella 609 103rd Ave N Naples, FL 34108	76364841188	TALL PINES REPLAT BLK B LOT 4
Grant & Laurie Pheilan 5800 Waxmyrtle Way Naples, FL 34109	76364400008	TALL PINES LOT 89
Zhongwei & Quing Liu & Wanzhong Jiang 5801 Waxmyrtle Way Naples, FL 34109	76364841201	TALL PINES REPLAT BLK B LOT 5
Leslie Whiting 5830 Waxmyrtle Way Naples, FL 34109	76364360009	TALL PINES LOT 88
Hoanh & Tuyet Huynh 5831 Waxmyrtle Way Naples, FL 34109	76364841227	TALL PINES REPLAT BLK B LOT 6
Frank & Barbara VanEssen 5860 Waxmyrtle Way Naples, FL 34109	76364320007	TALL PINES LOT 87 OR 1867 760
Miguel & Deborah Castro 5861 Waxmyrtle Way Naples, FL 34109	76364841243	TALL PINES REPLAT BLK B LOT 7
Kenneth Lanigan 5890 Waxmyrtle Way Naples, FL 34109	76364280008	TALL PINES LOT 86 OR 1395 PG 105 OR 1892 PG 1296
Niall Farrell & Kellie K Butler 5891 Waxmyrtle Way Naples, FL 34109	76364841269	TALL PINES REPLAT BLK B LOT 8
Damian & Heather Maroney 5900 Waxmyrtle Way Naples, FL 34109	76364240006	TALL PINES LOT 85
Kevin Thorpe 5901 Waxmyrtle Way Naples, FL 34109	76360680000	TALL PINES THAT PORT OF TR B DESC AS: N118FT OF TR B
David Minerva 6000 Waxmyrtle Way Naples, FL 34109	76361520004	TALL PINES LOT 17

Timothy & Mary Maurais 6001 Waxmyrtle Way Naples, FL 34109	76364841104	TALL PINES REPLAT BLK A LOT 8
Catherine & Christopher Pisano 6030 Waxmyrtle Way Naples, FL 34109	76361480005	TALL PINES LOT 16
Joseph Scalogna 6031 Waxmyrtle Way Naples, FL 34109	76364841081	TALL PINES REPLAT BLK A LOT 7
Stefano & Melissa Ghirmoldi 6060 Waxmyrtle Way Naples, FL 34109	76361440003	TALL PINES LOT 15 OR 1377 PG 284
Alfonso Alfonso 6061 Waxmyrtle Way Naples, FL 34109	76360120007	TALL PINES THAT PORT OF TR A DESC AS:S90FT OF N540FT OF TR A
Otis Maxwell Ulm, Jr. 6090 Waxmyrtle Way Naples, FL 34109	76361400001	TALL PINES LOT 14 OR 1176 PG 1367
John Harlem 6091 Waxmyrtle Way Naples, FL 34109	76360160009	TALL PINES THAT PORT OF TR A DESC AS:S90FT OF N450FT OF TR A
Max Olm 6090 Waxmyrtle Way Naples, FL 34109	76361360002	TALL PINES LOT 13 OR 1740 PG 1899
Sharon Jackson & Kelley Husley 6101 Waxmyrtle Way Naples, FL 34109	76364841065	TALL PINES REPLAT BLK A LOT 4
Adam Satinsky 6130 Waxmyrtle Way Naples, FL 34109	76361320000	TALL PINES LOT 12
Urivazo Enterprises LLC 9200 The Lane Naples, FL 34109	76364841049	TALL PINES REPLAT BLK A LOT 3
Ed & Sue Chiebek 6160 Waxmyrtle Way Naples, FL 34109	76361280001	TALL PINES LOT 11 OR 1118 PG 2350
Merrill Lynch Mortgage Loan Trust c/o Nationstar Mortgage LLC 8950 Cypress Waters Blvd. Coppell, TX 75019	76364841023	TALL PINES REPLAT BLK A LOT 2
Timothy O'Grady & Danielle Smith 6190 Waxmyrtle Way Naples, FL 34109	76361240009	TALL PINES LOT 10 OR 1664 PG 928
Hernan Campero 6881 Sandalwood Lane Naples, FL 34109	76360320001	TALL PINES THAT PORT OF TR A DESC AS:N90FT OF TR A
Todd & Marcia Muller 6200 Waxmyrtle Way Naples, FL 34109	76361200007	TALL PINES LOT 9

Carmen Cuenca 8810 SW 17th St Miami, FL 33165	76360880004	TALL PINES LOT 1
Gene & Debora Auriermma 6220 Waxmyrtle Way Naples, FL 34109	76361160008	TALL PINES LOT 8
Patricio & Marta Martínez 6221 Waxmyrtle Way Naples, FL 34109	76360920003	TALL PINES LOT 2 OR 1273 PG 677
Keith & Sue Ellen Gilliam 6240 Waxmyrtle Way Naples, FL 34109	76361120006	TALL PINES LOT 7 OR 2037 PG 01
Kimble John Redshaw 6241 Waxmyrtle Way Naples, FL 34109	76360960005	TALL PINES LOT 3
Paul Ciccarelli Rew Trust 6260 Waxmyrtle Way Naples, FL 34109	76361080007	TALL PINES LOT 6
Phillipe Lacroix 6261 Waxmyrtle Way Naples, FL 34109	76361000003	TALL PINES LOT 4 OR 1969 PG 1597
Phillip & Meg Russo, Jr. 6281 Waxmyrtle Way Naples, FL 34109	76361040005	TALL PINES LOT 5 OR 1403 PG 842



**County of Collier**  
**CLERK OF THE CIRCUIT COURT**

COLLIER COUNTY COURTHOUSE  
P.O. BOX 413044  
NAPLES, FLORIDA 34101-3044

**Dwight E. Brock**  
Clerk of Courts

Clerk of Courts  
Accountant  
Auditor  
Custodian of County Funds

**CLERK CERTIFICATE**

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY THAT as of this date, January 5, 2015, there is a Plat recorded in the Public Records of Collier County, Florida identified as:

**TALL PINES**  
**A SUBDIVISION OF THE SW 1/4 OF THE NW 1/4 & THE NW 1/4 OF THE SW 1/4 OF SECTION 12 TWP. 49 S RGE. 25 E**

SAID Plat was recorded on October 5, 1979 at 1:42PM , in Plat Book 12 Page(s) 70-71 of the Public Records of Collier County, Florida.

DWIGHT E BROCK,  
CLERK OF CIRCUIT COURT

BY: *Patricia Kelly DeCiami*  
Patricia Kelly-DeCiami DEPUTY CLERK

