

COMPOSITE COPY
OF
THE DECLARATIONS OF CONDOMINIUM
OF
WILDERNESS COUNTRY CLUB CONDOMINIUM I-XI

Amended January 16, 2017

WILDERNESS COUNTRY CLUB PARTNERSHIP, LTD., A Florida limited partnership, hereinafter referred to as “DECLARANT”, hereby states and declares:

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property in Collier County, Florida, which is more particularly described in Exhibits attached hereto and made a part hereof.

NOW, THEREFORE, DECLARANT does hereby submit said property to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, said Condominium to be known as “Wilderness Country Club - a Condominium.”

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Wilderness Condominium Association, Inc., Its successors and assigns.

Section 2. “Board” shall mean the Board of Administrators for the Association.

Section 3. “Common Elements” shall mean as defined in the Florida Condominium Act.

Section 4. “Declarant” shall mean and refer to WILDERNESS COUNTRY CLUB PARTNERSHIP, LTD., its successors and assigns if such successors or assigns should acquire Declarant’s rights in undeveloped portions of the Properties from the Declarant for the purpose of development.

Section 5. “Limited Common Elements” shall mean as defined by the Condominium Act and as described in Article III, Section 2.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract

sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Project” shall mean the development plan for the property described in Exhibit ____ and as more particularly defined herein.

Section 8. “Properties” shall mean and refer to the lands hereinabove described in Exhibit ____ and such additions as may hereafter be brought within the jurisdiction of the Association or The Club.

Section 9. “The Club” shall mean Wilderness Country Club, Inc., a Florida, not-for-profit corporation.

Section 10. “Unit” shall mean as defined in the Florida Condominium Act, and as further herein defined.

ARTICLE II

DEVELOPMENT PLAN

Section 1. Project. This condominium is one phase of several condominiums located on the Properties, having a total of 300 units. All of these condominiums may be collectively known as Wilderness Country Club. Each individual phase shall, however, be known as Wilderness Country Club (Phase Number), a Condominium.

All condominiums within Wilderness Country Club shall be of the same general architectural design and construction. All phases will be located around an 18-hole golf course which shall be for the exclusive use of the Owners, except as otherwise herein provided. Additional central recreational facilities shall be available. All condominiums shall be “fee simple condominiums”, but the interest in the 18-hole golf course and certain areas around the condominium is leasehold by virtue of a sub-lease of which the sub-lessee in Wilderness Country Club, Inc., a club in which membership of all Owners is mandatory (The Club), and the sub-lessor is the Declarant.

Section 2. Association. Each parcel of the Properties submitted to condominium form of ownership under this plan shall constitute a separate condominium (or phase), but all of the condominiums within the Project shall be operated and governed by the same Association. All Owners of Units within this condominium shall have the right to use and enjoy all of the Common Elements of this condominium. Additionally, all Owners of Units within the Project shall have an easement for the right of use and enjoyment of all streets, roads and sidewalks within the Project and there shall be an easement for the benefit of all Owners within the Project for all water, sewer, telephone, electrical and other utilities and as otherwise provided herein or in the house rules. The Association has been created and shall be governed by the Articles of Incorporation attached hereto and made a part hereof as Exhibit ____.

Section 3. Wilderness Country Club, Inc. Wilderness Country Club, Inc. is organized for the purposes of operating the golf course, clubhouse, tennis courts, and all leased areas within the Project. Membership in The Club is mandatory and automatic upon acquiring ownership of a Unit within the Project, except that an institutional lender which owns a Unit by virtue of a foreclosure action or a deed in lieu of foreclosure shall not be required to pay any equity or initiation fee. All members shall have the right to use and enjoy the facilities of The Club, except as provided herein or in the By-Laws and Rules of The Club. As provided in the By-Laws of The Club, certain membership privileges may be assigned.

Section 4. Assessment. Each Owner shall, as provided herein, be obligated to pay an assessment to the Association. Such assessment shall be for the cost and expenses in connection with the operation of the Association. The Association shall divide the amount of costs and expenses (including reserves) into the same number of shares, as there are Units under its control. These shares shall be allocated to individual condominiums in a number equal to the number of Units within that condominium. Except as otherwise provided herein, each Owner's assessment shall be equal to a ___ share of the common expenses allocated to his condominium. (The share of each Unit varies with the condominium in which it is located. See schedule Article II, Section 4, attached.)

Section 5. Club Dues and Fees. The Club shall collect an initiation fee from each new member, except as provided in Section 3 of this Article, and assess dues of its members for the purpose of paying the rent on the leasehold, operating The Club, and maintaining the buildings and grounds under The Club's control. Each member shall be required to pay an equal share of the cost of operating The Club, including payments on the sub-lease. Additionally, The Club shall have the right to charge reasonable green fees and other fees in accordance with its Articles of Incorporation, By-Laws, and Rules and Regulations for the use of its facilities.

ARTICLE III

PROPERTY RIGHTS

Section 1. Units. A Unit shall consist of that space designated as a Unit in Exhibits ___ and ___ to this Declaration, including all spaces above the unfinished floor and below the unfinished ceiling, bounded by the vertical planes of the unfinished perimeter walls outward to the lines of intersect of said planes. It is the intent that the planes representing the perimeter wall shall be extended outward so that the appurtenant screen porch or balcony shall be a part of the Unit; thus, the walls between the screen porch or balcony and the remainder of the Unit shall not be deemed perimeter walls for the purpose of defining and locating the Unit. All interior walls within the Unit shall be deemed a part of the Unit.

A graphic description for the Units required by the Condominium Act is attached hereto as Exhibit ___ and is made a part hereof. In the event that the actual physical location of any Units at any one time does not precisely coincide with the exhibits together with any subsequent amendments, the actual physical location shall control over the location, dimensions, and descriptions herein. In the event of a total or substantial destruction of the buildings, the

locations, dimensions, and descriptions of the respective Units as contained within the exhibits together with any subsequent amendments will control. (See schedule Article III, Section 1, attached, summarizing the above exhibits.)

Section 2. Limited Common Elements. Each Unit shall have as a Limited Common Element one covered automobile parking space and one covered golf cart parking space as shown on Exhibits ___ and ___ by the same numerical designation as the Unit. In addition, each Unit shall also have as a Limited Common Element all balconies for which the only reasonable access is through the Unit or any patio appurtenant to the Unit (such Limited Common Element not to extend beyond the overhang of the balcony above). Stairwells and common walkways shall not be deemed to be Limited Common Elements.

Section 3. Owner's Easements of Enjoyment. Every Owner shall have a right and a nonexclusive easement of ingress and egress over streets, walks, and other rights of way serving the units of the condominium and of enjoyment in and to the Common Elements of this condominium. This easement shall be appurtenant to and shall pass with the title to every Unit, subject to the right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by those representing a majority of the votes of the total membership agreeing to such dedication or transfer has been recorded. Owners within the Project, the Association, and The Club may not restrict any Owner's or Member's ingress and egress over the streets, road, sidewalks, and pathways as same may be constructed within the Project extending from the dedicated streets and roads to any Owner's Unit, except that reasonable limitations may be imposed for purposes of maintenance and repairs of same and in emergency situations.

Section 4. Easement of Access to Swimming Pool. Wilderness Country Club __, a Condominium, shall share the use of one swimming pool with Wilderness Country Club __, and shall have as part of its Common Elements an undivided interest in said pool, as set forth in "Schedule for Article III, Section 4" attached. An easement of use, access to, and enjoyment of said swimming pool shall be appurtenant to each Unit within the condominiums using the pool, subject to the same limitations as any other easement over Common Elements. (See schedule Article III, Section 4, attached, for differences in language in the Declarations of Condominium.)

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws (attached hereto as Exhibit __, and made a part hereof), his right of enjoyment to the Properties to the members of his family, who reside on the property, subject to the Articles of Incorporation, By-Laws, and any reasonable rules and regulations established by The Club or the Association or both.

Section 6. Interest in Common Elements. Each Owner shall have an undivided ___ interest for each Unit he owns in the Common Elements of and in any common surplus allocated to the condominium in which his Unit is located, which interest shall survive the termination of the condominium. (The interest of each Unit in the Common Elements varies with the condominium in which it is located. See schedule Article III, Section 6, attached.)

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. The Declarant and every Owner of a Unit within the Project shall be a member of the Association and of The Club. Membership shall be appurtenant to and may not be separated from ownership of any Unit, except as elsewhere provided herein.

Section 2. Voting. Both the Association and The Club shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned. When more than one person holds an ownership interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised by one person who must be designated in writing to the Association. In no event shall more than one Class A vote be cast with respect to any one Unit.

CLASS B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each of the 300 Units in the Project for which there has not been a closing whether or not such Units shall have been constructed. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

or

(b) on January 1, 1981,

or

(c) at the option of the Declarant.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments, capital assessments, and special assessments and is also deemed to covenant and agree, except as otherwise provided,

to pay all equity and initiation fees and dues properly assessed by The Club and any other assessments to be established and collected as hereinafter provided or as provided in the Articles and By-Laws of The Club or the Association (hereinafter collectively referred to as assessments). The assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. The recorded owners of each Unit shall be personally liable jointly and severally to the Association or The Club, as the case may be, for the payment of all assessments made by them and for all costs of collecting delinquent assessments, plus interest, costs and reasonable attorney's fees. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by him; the lien however, shall encumber the Unit until paid. Failure to make payment of dues or assessments to The Club shall also give the Declarant a lien, including interest, collection costs and reasonable attorney's fees, against the Unit to the extent of the Unit's pro rata share of the rent required under the sub-lease referred to in Article II, Section 1.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the members and for the improvement, repair, replacement, maintenance, and reconstruction of the Properties and personal property of the Association, as herein provided.

Section 3. Amount of Annual Assessment. The initial annual assessment levied by the Association shall be set by Declarant. Thereafter, such assessment shall be set by the Board of Directors in accordance with the By-Laws of the Association and applicable Florida statutes. Provided, however, that so long as Declarant is in control of the Board of Directors, the Board may not impose any such assessment (exclusive of dues for The Club) for a year greater than 115 percent (115%) of the prior year's assessment, as defined by the By-Laws and applicable Florida statutes, except with the approval of a majority of the Owners. Initial dues and assessments for The Club shall be set by the Declarant and shall be thereafter set in accordance with the Articles and By-Laws of The Club.

Section 4. Uniform Rate of Assessment. Except as otherwise provided, both annual and capital assessments must be fixed at the fractions set forth in Article II, Section 4 for all units and shall be collected on a quarterly basis.

Section 5. Commencement of Annual Assessment and Due Dates. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified Unit have been paid.

Section 6. Capital Assessments. The Association shall have the right to make Capital Assessments to defray costs of capital improvements. No such assessment shall be made unless it is pursuant to a capital improvement plan which is approved by two-thirds (2/3) of the

membership of the Association. Additionally, a Capital Assessment may be assessed as provided in Section 2 of Article X.

Section 7. Special Assessments. The Association shall have the right, concurrent with all other rights, to levy fines as special assessments. Such fines may be levied for violation of the conditions, covenants, and restrictions contained herein, or for violations of rules and regulations as promulgated by the Association. Fines shall not be levied in excess of \$50.00 per infraction or \$50.00 per day for continuing infractions.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien described in Section I of this Article against the Unit. No Owner may avoid or otherwise escape liability for the assessments provided for herein by non-use of the Properties, or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage unless such lien is recorded prior to said mortgage. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall, however, extinguish the lien of such assessments as to payments which became due prior to such sale or transfer unless such assessment lien is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. No sale or transfer shall relieve any Unit from liability for any subsequent assessments or from the lien thereof.

Section 10. Assessment of Declarant. Declarant shall be exempt from all assessments on any Unit it owns until January 1, 1981, or until all Units within the Project have been sold, or until Declarant notifies the Association and The Club in writing that it intends to pay such assessments in lieu of paying the difference outlined below, whichever shall come first. Declarant shall, however, during the above-described period, pay the difference between the assessments collected and the amount necessary to operate the Association and The Club. Provided that Declarant shall not during this period increase the assessment (exclusive of Club dues) by more than \$205.00 per unit per annum or the percentage set forth in Section 3 of this Article, whichever is less, except in the event of the approval of two-thirds (2/3) of the Members other than the Declarant.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. Signs. No signs may be erected or displayed on a Unit, Common Elements, or Limited Common Elements, except one sign for the purpose of advertising the Unit for sale or rent, which may be placed on the exterior of the Unit. A sign used for that purpose may not exceed five (5) square feet in total display area.

Section 2. Vehicles. Motor vehicles (exclusive of golf carts) not carrying a current license tag, mobile homes, and house trailers, shall not be permitted within the Project. Trucks, boats, trailers, or other vehicles shall not be parked on any road or other Common Elements within the Project. Trucks (other than pick-up trucks), camper vehicles, boats, boats, trailers, and vans may only be parked within the Project when properly housed in a carport.

Section 3. Aerials; Antennas. No exterior radio aerials or cable television antennas shall be permitted within the Project unless it is under the auspices of the Association for the use of the membership of the Association.

Section 4. Garbage. Proper provisions shall be made in connection with each Unit for the sanitary storage of garbage and for regular and frequent removal of the same. No garbage or rubbish shall be burned or buried within the Project. Outside receptacles for garbage and rubbish for individual Units shall be placed so as not to be visible from the street or any Unit.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept within the Project, other than one dog, or one cat, and other domestic household pets, and, then, only when they are not maintained or bred for any commercial purpose and when proper restraint and control are used in the keeping of them. Dogs and cats must be either leashed or carried and must be exercised and curbed only in properly designated areas.

Section 6. Nuisance. An Owner and his family shall not do or keep and shall not allow anything to be done or kept in his Unit or within the Limited Common Elements appurtenant to his Unit which will increase the insurance rates on his Unit, any other Unit, the Common Elements, the Limited Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or the Association or annoy other Unit Owners by unreasonable noises, odors or otherwise; nor shall any Owner and his family commit or permit any nuisance, immoral or illegal act within the Properties.

Section 7. Use. A Unit shall only be used as a single-family residence and shall be used for overnight lodging for no more than six persons in a two bedroom Unit (without den) and no more than eight persons in a three bedroom Unit (or two bedroom and den).

Section 8. Children. No one child under ten (10) years of age shall reside or be a guest in any one Unit for more than thirty (30) days within any one calendar year.

ARTICLE VII

SALE, LEASE, TRANSFERS AND OTHER CONVEYANCES

Section 1. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

Section 1.1 Forms of Ownership.

(a) One Person. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(b) Two or More Persons. Co-ownership of Units by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Unit may be used as short-term transient accommodations for multiple families. If the co-Owners are other than husband and wife or domestic partners, the Board shall condition its approval upon the designation of one approved natural person as “primary occupant”. The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 1. No more than one such change will be approved in any twelve (12) month period.

(c) Ownership by Corporations, Partnerships, Limited Liability Corporations or Trusts. A Unit may be owned in trust, or by a corporation, partnership, limited liability corporation or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership, limited liability corporation or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the “primary occupant”. The use of the Unit by other persons and all other rights, interests, obligations and requirements with respect to the Unit shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 1. No more than one such change will be approved in any twelve (12) month period.

(d) Designation of Primary Occupant. Within thirty (30) days from the date of recording these amendments to the Declaration of Condominium in the Public Records of Collier County, Florida, each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 1.1(b) and (c) shall designate a primary occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Unit is such that the designation of a primary occupant is not required, the Unit Owner may, nevertheless, choose to designate one, subject to Board approval.

(e) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 1.2 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent

or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 1.1(b), above.

Section 1.2 Transfers.

(a) Sale or Gift. No Unit Owner may dispose of a Unit or of any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(b) Devise or Inheritance. If any Owner acquires title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 1.3(a)(1) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or who was related to the Owner by blood or adoption in the first degree.

(c) Other Transfers. If any person acquires title in any manner not covered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 1.3 below.

(d) Committee Approval. To facilitate transfers proposed during times when many members are not in residence, the Board of Directors may delegate its approval powers to an ad hoc committee; provided, however, that such delegation does not include the disapproval powers provided to the Board in Section 1.3(c)(1) or Section 1.3(c)(2), below. The committee shall consist of at least three (3) members and the Chairman of the committee shall be deemed a Vice President and empowered to execute Certificates of Approval and estoppel certificates on behalf of the Association.

Section 1.3 Procedures.

(a) Notice to Association.

(1) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require including but not limited to, all operating and other governance documents of purchaser and the name and address of direct and beneficial owners and "affiliates" (as that term is defined in Section 1.3(c)(1)(vi) below) of purchaser if ownership is pursuant to Section 1.1(c). The Board may require a personal interview with any purchaser or donee and, purchaser's spouse, if applicable, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board

may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section or Section 2.

(3) Demand. With the notice required in Subsection (a)(1) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.

(4) Failure to Give Notice. If no notice is given pursuant to Subsection (a)(1) above, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling or gifting an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval. In the event of such disapproval, all costs and expenses of the Association as a result of such disapproval, including without limitation all legal and other expenses related to the voiding of the sale or transfer pursuant to Section 1.5, shall be jointly and severally the obligation of the seller and the purchaser or donee.

(b) Board Action. Within fifteen (15) days after receipt of the notice required by paragraph (a) above and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the Board shall issue a Certificate of Approval and an estoppel certificate executed by the President or Vice President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee. If the Board disapproves the transfer it shall withhold the delivery of an estoppel certificate.

(c) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, subject in all cases to applicable law and to consultation with legal counsel as the Board may deem appropriate. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval, the transferee, has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or is on the sexual offender list;

(ii) The person seeking approval, the transferee, has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The person seeking approval, the transferee, gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(iv) The person seeking approval, the transferee, has a history of disruptive behavior;

(v) The person seeking approval, the transferee, has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

(vi) The transfer to the transferee seeking approval would result in that transferee and such transferee's "affiliates", as the term is herein defined, owning or controlling, directly or indirectly, more than an aggregate of two (2) Units in any of the Wilderness condominiums, provided, however, that this two (2) Unit limitation shall not apply to any ownership and/or transfer of ownership by any Owner of more than two (2) Units prior to the adoption of this amendment (including transfer by gift, devise, inheritance, or by any other method not contained herein). For the purposes of this ARTICLE VII, the term "affiliate" or "affiliates" means a natural person, a corporation, a partnership, a limited liability corporation or any other form of ownership, which directly or indirectly, through ownership interest, voting rights, contract, family or business relationships, or otherwise, has the ability to direct or influence the direction of the transferee (in any of the "Forms of Ownership" set forth in Section 1.1 herein) seeking approval;

(vii) Either the transferee, transferor or both have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(viii) The transaction, if a sale or gift, was concluded by the transferor and transferee without having both sought and obtained the prior approval required herein.

(2) Without Good Cause. Approval shall not be denied unless at least two-thirds (2/3rds) of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 1.3(a)(3), then within thirty (30) days after the Board meeting at which the transaction was disapproved, the Board shall deliver in writing to the owner

(hereafter “the seller”) the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorney’s fees, if any. The closing shall take place not more than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurred last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

(3) Failure to Act. If the Board fails to deliver the name of the approved purchaser within fifteen (15) days as required above, the original proposed purchaser shall be deemed approved, despite the Board’s former disapproval, and upon demand a Certificate of Approval shall be issued.

Section 1.4 Exception. The provisions of Sections 1.2 and 1.3 (other than disapproval pursuant to Section 1.3(c)(vi) unless waived by the Board unanimously) are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

Section 1.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. In the event of such disapproval, all costs and expenses of the Association as a result of such disapproval, including without limitation all legal and other expenses related to the voiding of the sale or transfer pursuant to this Section 1.5 shall be jointly and severally the obligation of the seller and the purchaser or donee.

Section 1.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board’s approval is required to allow the sale or other transfer of an interest in a Unit, including but not limited to transfers pursuant to Section 1.1(c) for estate, financial or tax planning, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association shall have the right as a condition of the transfer process to obtain a credit and criminal record background check on any applicant.

Section 2. Leasing of Units. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this

Section. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

Section 2.1 Procedures.

(a) Notice by the Unit Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease conditioned on approval of the Association as required herein, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(c) Disapproval. A proposed lease shall be disapproved only if at least two-thirds (2/3rds) of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) The Unit Owner is delinquent in the payment of assessments at the time the application is considered;

(2) The Unit Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

(3) The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(5) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) The prospective lessee evidences a strong probability of financial irresponsibility;

(8) The lessee, during previous occupancy in this Condominium or another, has evidenced an attitude of disregard for the Association or the Club rules;

(9) The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors or fails to provide the Board with a fully executed lease as provided in Section 2.1(a), above.

(d) **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner. In the event of disapproval, the Unit Owner shall be liable for all costs and expenses, including legal fees, if any, incurred by the Association to enforce the terms of this Section 2.

(e) **Applications; Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(f) **Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice President and empowered to execute Certificates of Approval and estoppel certificates on behalf of the Association.

Section 2.2 **Term of Lease and Frequency of Leasing.** No Unit may be leased more than twice in any calendar year, with the minimum lease term being one (1) month. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

Section 2.3 **Exceptions.** Upon written request of a Unit Owner, the Board of Directors may approve one additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

Section 2.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Unit. The total number of overnight occupants of a leased Unit is limited to six (6) persons in a two bedroom Unit (without den) and no more than eight (8) persons in a three bedroom Unit (or two bedroom Unit and den).

Section 2.5 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Section 2.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

Section 2.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term.

Section 2.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Section 2.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

ARTICLE VIII

MAINTENANCE AND REPAIRS

Section 1. By Owners. The responsibility of an Owner is as follows:

- (a) To maintain in good condition and to repair and to replace all portions of his Unit and all interior surfaces within or surrounding his Unit (such as surfaces of the walls, floors, and ceiling), and to maintain and to repair all equipment and fixtures relating to the Unit, including, but not limited to, the air-conditioning units, condensers, and appliances, and to pay for any utilities which are separately metered to the Unit;

- (b) Not to make any alterations in the portions of the Unit, Limited Common Elements or Common Elements which are to be maintained by the Association, or remove any portion thereof or any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of any Unit, Limited Common Elements, or the Common Elements or which, in the sole opinion of the Board would detrimentally affect the architectural design of any Unit, Limited Common Elements, or Common Elements, without first obtaining the written consent of the Board, which consent the Board may withhold in its absolute discretion;
- (c) Not paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements, Limited Common Elements, or to any outside or exterior portion of any Unit, including the enclosure of covered porches or patios, doors, windows, etc., nor may there be any exterior lighting fixtures, mail boxes, screen doors, hardware, or similar items installed which are not consistent with the general architecture of the Project and without specific written approval of the Board of Directors of the Association, which approval the Board may withhold in its absolute discretion. The Board shall not grant approval if in its opinion the effect of any of the items mentioned herein will be unsightly as to the Project:
- (d) To promptly notify the Association or its agents in writing of any defect or need for repairs, for which the Association is responsible;
- (e) To keep the Limited Common Elements contiguous to Owner's Unit neat and clean.

Section 2. By the Association. The responsibility of the Association is as follows:

- (a) To repair, maintain and replace all of the Common Elements and Limited Common Elements, including all exterior surfaces of the Units and other improvements, whether part of the Common Elements, or the Limited Common Elements, and to maintain and repair all roadways within the Properties.
- (b) To maintain, repair, replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all utility services.
- (c) To repair, maintain and replace any and all facilities, landscaping, and other improvements located upon the Common Elements, except as otherwise provided.

ARTICLE IX
INSURANCE

Section 1. Liability. The Board shall obtain liability insurance in such amounts as the Board may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as part of the Common Expenses. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Owners as a group to an Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and Limited Common Elements and for the purchasing of insurance covering his personal property, and any other insurance he may wish.

Section 2. Additional Insurance and Bonds. The Association may also purchase such additional insurance and/or bonds as it may from time to time, determine to be necessary or desirable, including but not limited to (a) fidelity bonds naming the Board as principals, (b) fidelity bonds naming the officers, representatives, agents, and employees of the Association as principals, (c) insurance to cover unpaid and uncollected assessments, (d) errors and omissions insurance to cover errors and omission to the Board of the Association, both individual and collective, (e) workman's compensation insurance, and (f) flood insurance for the Common Elements or properties owned by the Association.

ARTICLE X
DAMAGE AND DESTRUCTION AND CASUALTY INSURANCE

Section 1. Owner. Except as elsewhere provided, each Owner shall have a duty to repair and reconstruct his unit in accordance with its original design. In the event Owner shall fail to repair or reconstruct his Unit within a reasonable time, the Board of the Association may elect to either repair or reconstruct the Unit and the cost of such repair or reconstruction shall be both the personal obligation of the Owner and a lien upon the Unit.

Section 2. Association.

- (a) The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all Owners and their approved first mortgages, as their interests may appear, in an amount equal to the maximum insurable replacement value as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses.

The company or companies with whom the Association shall place its insurance coverage as provided in the Declaration must be good and responsible companies authorized to do business in the state of Florida. The Board shall serve as Insurance Trustee unless the Association shall, by a majority vote of the members, designate a Corporate Trustee; provided, however, that such Corporate Trustee shall be a Trust Company authorized to do business in Florida with its principal office in Collier County, Florida; and thereafter from time to time the Association shall have the right to change the Insurance Trustee to another such Trust Company or to the Board.

- (b) All policies purchased by the Association shall be for the benefit of the Association, all Owners and their first mortgages, as their interests may appear. Such policies shall be deposited with the Insurance Trustee, (any Corporate Trustee shall first acknowledge in an Insurance Trust Agreement that the policies and any proceeds thereof will be held in accordance with the terms hereof). Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the insurance Trustee. In the event of a casualty loss, a Corporate Trustee may deduct from the insurance proceeds collected, a reasonable fee for its services as Insurance Trustee. The board is hereby irrevocably appointed agent for each Unit owner to adjust all claims arising under insurance policies purchased by the Association. Any Corporate Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds.
- (c) No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagees have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Owners and their mortgages.
- (d) The duty of the Insurance Trustee shall be to receive the proceeds from the casualty insurance policies held by it and shall hold such proceeds in trust for the Association, Owners, and any mortgagees under the following terms:
 - 1. In the event a loss occurs to any improvements within any of the Units alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their approved first mortgagees, if any, as their interest may appear and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Unit. A Corporate Trustee may rely upon the written statement of the Board as to whether not a loss has been incurred to the Units or Common Elements, or both. The Board, acting as Trustee, may act in its best judgment.
 - 2. In the event that a loss of \$5,000 or less, occurs to improvements within one or more Units and to improvements within contiguous Common Elements, or to improvements within the Common Elements alone, the Corporate Trustee, if any, shall pay the proceeds received as a result of such loss to the Board.

Upon receipt of such proceeds, the Board will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Elements, and the balance of the funds shall be apportioned to repair improvements within Owners' Units in proportion to the loss sustained to improvements within said Units, as estimated by the insurance carrier, and the Owners owning interests in Units containing damaged improvement shall be subject to a Capital Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within their individual Units.

3. In the event the damage exceeds the sum of \$5,000 to the Common Elements alone, or to the individual Units and to improvements within contiguous Common Elements (it being the intention of the foregoing to cover any loss other than those specifically described in sub-paragraphs 1 and 2) then the Insurance Trustee shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same as follows:
 - (a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.
 - (i) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board shall meet and shall determine the amount of and terms of a Capital Assessment against the Units and the Owners thereof to obtain the necessary funds to repair and to restore the improvements. Whereupon the Board, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph; or
 - (ii) In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000, then in that event the Board shall order a membership meeting of the members of the Association held as rapidly as possible for the purpose of approving the amount of and the methods and terms of a Capital Assessment proposed by the Board against the Units and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Upon

approval of the amount of the Capital Assessment, the Units, and the Owners responsible therefor, by a majority of the membership, the Board shall immediately levy such assessment and the funds received shall be delivered to the Trustee and disbursed as provided in the preceding paragraph. In the event a majority of the members of the Association are opposed to the Capital Assessment, then the Board shall attempt to obtain majority approval for a plan of Capital Assessment.

4. In the event, after complete repair and reconstruction and after any Corporate Trustee's fee has been paid, funds remain in the hands of the Insurance Trustee, such funds shall be disbursed in accordance with the provision just set forth above with regard to the distribution of insurance proceeds upon termination. It shall be presumed, however, that the first funds disbursed in payment of repair, replacements, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Insurance Trustee after payment of any and all costs of repair, restoration, and reconstruction and after payment of any and all Insurance Trustee's fees and expenses, such balance shall be distributed to the Owners in proportion to their contributions.
5. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair or in the event the insurance proceeds are insufficient but additional funds are raised by Capital Assessment or any other manner within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right require the application of insurance proceeds to the payment of its loan. Further, all covenants contained herein are for the benefit of any mortgagee of a Unit and may be enforced by an approved first mortgage.

(Note: The Declaration of Condominium of Condominium I does not contain Section 2(d)(3)(a)(i) and (ii) above but contains different language in Section 2(d)(3)(b) and (c).)

ARTICLE XI

TERMINATION

This Declaration of Condominium may only be terminated by the unanimous consent of all the members of the Association and all parties holding first mortgages on any Units in which event, the termination of the Condominium shall be by such plan as may be then adopted by the members and mortgage holders. Such plan shall be in writing and signed by all of said members and mortgage holders and shall be recorded in the Public Records of Collier County, Florida.

ARTICLE XII

RIGHT OF ENTRY INTO UNIT IN EMERGENCY

In case of any emergency originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, any members of the Board or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under control of the Association, a key to such Unit.

ARTICLE XIII

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements or Limited Common Elements, or to go upon any Limited Common Element for such purpose, the Owner of each Unit shall permit other Owners or their representatives, or the duly constituted and authorized Agent of Association to enter such Unit, or to go upon the Limited Common Elements constituting an appurtenance to any such Unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, except as provided in Article XII.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments and charges now or thereafter imposed by the provisions of this Declaration. In the event an Owner fails to perform repair, or perform any duty or responsibility under this Declaration for a reasonable length of time, then the Association may perform such repair, duty, or responsibility and bill the expense to the Owner. Except as otherwise provided, the Association shall have a lien as provided by Article V, Section 1 on the unit for any delinquent assessments or expenses to be paid to the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment to Declaration. No amendment shall change a Unit's proportionate share of the Common Expense or Common Surplus, nor the voting rights of the members, unless

all of the record owners and all of the record owners of first mortgages shall consent to and execute such an amendment. No amendment shall be passed which changes this Declaration with respect to the reservations or rights of Declarant unless the Declarant shall furnish his approval to such amendment in writing. Except as provided above, this Declaration may be amended at any regular or special meeting called in accordance with the By-Laws by the affirmative vote of seventy-five percent (75%) of the membership. Such amendment shall be evidenced by a certificate executed in accordance with the Florida Condominium Act and shall become effective upon recording among the Public Records of Collier County, Florida. Declarant shall have the unqualified right and authority to amend this Declaration and any of its exhibits prior to January 1, 1981.

SCHEDULES ATTACHED TO
COMPOSITE COPY
OF
THE DECLARATION OF CONDOMINIUM
OF
WILDERNESS COUNTRY CLUB CONDOMINIUMS - I-XI

Article II, Section 4 - Assessments

The share of common expenses for each Unit is found in Article II, Section 4 of each of the eleven (11) Wilderness Declarations of Condominium as follows:

Condominium I (Phase I) (109, 110, 111, and 112 Wilderness Drive):
Allocated equally to each Unit in Condominium I.

Condominium II (Phase II) (107 and 108 Wilderness Drive):
Allocated equally to each Unit in Condominium II.

Condominium III (Phase III) (105 and 106 Wilderness Drive):
Allocated equally to each Unit in Condominium III.

Condominium IV (Phase IV) (100 and 102 Wilderness Drive):
Allocated equally to each Unit in Condominium IV - 1/24th unless otherwise provided.

Condominium V (Phase V) (103 and 104 Wilderness Drive):
Allocated equally to each Unit in Condominium V - 1/24th unless otherwise provided.

Condominium VI (Phase VI) (106, 107 and 108 Clubhouse Drive):
Allocated equally to each Unit in Condominium VI - 1/32nd share unless otherwise provided.

Condominium VII (Phase VII) (102, 103, 104 and 105 Clubhouse Drive):
Allocated equally to each Unit in Condominium VII - 1/28th share unless otherwise provided.

Condominium VIII (Phase VIII) (100 and 102 Wilderness Way):
Allocated equally to each Unit in Condominium VIII - 1/36th share unless otherwise provided.

Condominium IX (Phase IX) (100 and 102 Tall Pine Lane):

Allocated equally to each Unit in Condominium IX - 1/24th share unless otherwise provided.

Condominium X (Phase X) (107 and 109 Clubhouse Lane):

Allocated equally to each Unit in Condominium X - 1/32nd share unless otherwise provided.

Condominium XI (Phase XI) (101, 103 and 105 Clubhouse Lane):

Allocated equally to each Unit in Condominium XI - 1/20th share unless otherwise provided.

Article III, Section 1 - Description of Units

A graphic description of each Unit is attached as an Exhibit to the Declaration of Condominium for the Condominium in which each Unit is located.

Article III, Section 4 - Swimming Pools

Article III, Section 4 deals with the use of swimming pools. This Article and Section is contained in only nine (9) of the eleven (11) Declarations of Condominium and the language of Article III, Section 4 varies among the nine (9) Declarations of Condominium. A summary of the provisions of Article III, Section 4 follows:

Condominium I (Phase I) (109, 110, 111, and 112 Wilderness Drive):

Shares the use of one swimming pool and has an undivided 32/104 interest in the pool.

Condominium II (Phase II) (107 and 108 Wilderness Drive):

Shares the use of one swimming pool and has an undivided 20/104 interest in the pool.

Condominium III (Phase III) (105 and 106 Wilderness Drive):

Shares the use of one swimming pool and has an undivided 28/104 interest in the pool.

Condominium IV (Phase IV) (100 and 102 Wilderness Drive):

No provision dealing with the use of any pool.

Condominium V (Phase V) (103 and 104 Wilderness Drive):

Shares the use of one swimming pool and has an undivided 24/104 interest in the pool.

Condominium VI (Phase VI) (106, 107 and 108 Clubhouse Drive):
Shares the use of one swimming pool and has an undivided 32/96 interest in the pool.

Condominium VII (Phase VII) (102, 103, 104 and 105 Clubhouse Drive):
Shares the use of one swimming pool and has an undivided 28/96 interest in the pool.

Condominium VIII (Phase VIII) (100 and 102 Wilderness Way):
Shares the use of one swimming pool and has an undivided 36/96 interest in the pool.

Condominium IX (Phase IX) (100 and 102 Tall Pine Lane):
No provision dealing with the use of any pool.

Condominium X (Phase X) (107 and 109 Clubhouse Lane):
Shares the use of one swimming pool with Condominium XI and has an undivided 32/52 interest in the pool.

Condominium XI (Phase XI) (101, 103 and 105 Clubhouse Lane):
Shares the use of one swimming pool with Condominium X and has an undivided 20/52 interest in the pool.

Article III, Section 6 - Interest in Common Elements

Article III, Section 6 specifies the fractional interest which each Unit owner has in the Common Elements of the Condominium in which the unit is located. In the case of Condominium IV and IX, Section 5 of Article III contains this provision and not Section 6. The fractional interest of each owner of a Unit in each of the Wilderness condominiums is listed below:

Condominium I
1/32

Condominium II
1/20

Condominium III
1/28

Condominium IV
1/24

Condominium V
1/24

Condominium VI
1/32

Condominium VII
1/28

Condominium VIII
1/36

Condominium IX
1/24

Condominium X
1/32

Condominium XI
1/20