State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TARPON PASS II CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 1, 1994, as shown by the records of this office.

The document number of this corporation is N94000004319.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of September, 1994

Jim Smith
Secretary of State

CR2EO22 (2-91)

EXHIBIT NO. 2 TO THE DECLARATION OF CONDOMINIUM

SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF INCORPORATION
OF
TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be TARPON PASS II CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation."

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of Tarpon Pass II Condominium (the "Condominium"), located upon lands in Lee County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto.

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors, or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and the Florida Condominium Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium, and to make such other special assessments against unit owners as the Declaration of Condominium shall provide, and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

(c) To maintain, repair, replace and operate the Condominium.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

(e) To reconstruct improvements after casualty and further improve the Condominium.

(f) To make and amend reasonable rules and regulations

(g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.

(i) To employ personnel to perform the services required for proper operation of the Condominium.

(j) To lease, maintain, repair and replace the common elements.

(k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as common expenses.

(l) To purchase a unit or units of the Condominium for any purpose and to hold, lease, mortgage or convey such units on terms and conditions approved by the Board of Directors.

(m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(n) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, and other sums due from unit owners, preparation of records, enforcement of rules and maintenance, repair and the replacement of the common elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

ARTICLE III. DEVELOPER

FLORIDA DESIGN COMMUNITIES, INC., a corporation organized under the laws of Delaware, formerly known as Sun City Center Corp., shall make and declare or has made and declared a certain Declaration of Condominium submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as TARPON PASS II CONDOMINIUM.

ARTICLE IV. TERM

The term for which this Corporation shall exist shall be perpetual. In the event the Corporation is dissolved, the Corporation shall ensure that the maintenance of the surface water management system, which is a Common Element as defined in the Declaration, is delegated, transferred or assigned to a similar not-for-profit corporation.

ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

Robert S. Freedman
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
One Harbour Place
Tampa, Florida 33602

ARTICLE VI. OFFICERS

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one (1) year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the unit owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Patricia A. Kelsey	President
Carl J. Hopper	Vice President
Milton Flinn	Secretary-Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) directors. Until control of the Corporation is transferred to unit owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Association.

The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

Patricia A. Kelsey	2020 Clubhouse Drive Sun City Center, Florida 33570

Carl J. Hopper — 3150 Matecumbe Key Road, Punta Gorda, Florida 33955

Milton Flinn — 2020 Clubhouse Drive, Sun City Center, Florida 33570

Notwithstanding anything in these Articles of Incorporation, or the By-Laws to the contrary, the Developer shall be entitled to elect or designate from time to time all or a part of the directors, that will manage the affairs of the Association until such time as the Developer is no longer entitled to elect or designate directors or a director pursuant to the Condominium Act in effect on the date of the creation of the Association. The Developer shall be entitled to elect or designate all of the directors of the Association as long as members other than the Developer owns less than fifteen percent (15%) of the Units that will be operated ultimately by the Association. Members, other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors when such members own fifteen percent (15%) or more of the Units of the Condominium. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association at such time as is provided by Section 718.301(1), Florida Statutes. After such time that the members other than the Developer are entitled to elect not less than a majority of the members of the Board, the Developer shall be entitled to elect at least one member of the Board (unless such right is waived in writing, by the Developer in its discretion) as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record owners of units in the Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If unit ownership is vested in more than one person then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but the owner(s) of each unit shall only be entitled to one (1) vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Association, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Association, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Association entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 3150 Matecumbe Key Road, Punta Gorda, Florida 33955, or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation and the name of the initial registered agent at that address are:

Jerry L. Starkey
3150 Matecumbe Key Road
Punta Gorda, Florida 33955

ARTICLE XIII. INDEMNIFICATION

The Corporation shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 19th day of August, 1994.

Robert S. Freedman

ROBERT S. FREEDMAN, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of August, 1994, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation of TARPON PASS II CONDOMINIUM ASSOCIATION, INC. He is either personally known to me or produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

SHERYL M MURDOCK
My Commission CC347114
Expires Jun. 26, 1997

Sheryl M. Murdock
(Signature)

Name: Sheryl M. Murdock
(Legibly Printed)

Notary Public, State of Florida

_____
(Commission Number, if any)

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for TARPON PASS II CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

JERRY L. STARKEY, Registered Agent

BY-LAWS OF
TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: IDENTITY

TARPON PASS II CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering Tarpon Pass II Condominium located near Punta Gorda in unincorporated Lee County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 3150 Matecumbe Key Road, Punta Gorda, Florida 33955, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium, or in the Florida Condominium Act, the terms "Board of Directors" and "Board of Administration" shall be synonymous.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. Membership in the Association shall be limited to owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, said corporation may designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required by these By-Laws and the Declaration of Condominium shall be accompanied by application fee in an amount to be set by the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The owner(s) of each condominium Unit shall be entitled to one (1) vote for each Unit owned. If a condominium Unit owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a condominium Unit shall not be divisible.

(B) A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration of Condominium, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary not less than three (3) days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded owners of the Unit and filed with the secretary of the Association. If a Condominium Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one (1) person or by a corporation, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one (1) is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to mail or deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit owner of record at least fifteen (15) but not more than thirty (30) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined

to the matters stated in said notice. All notices shall be mailed to or served at the address of the Unit owner last furnished to the Association and posted as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this section, to each Unit owner at the address last furnished to the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of Chapter 718, Florida Statutes. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit owners called for by the Condominium Act, the Declaration of Condominium or these By-Laws shall be made at a duly noticed meeting of Unit owners and shall be subject to all requirements of the Condominium Act or the Declaration of Condominium relating to Unit owner decision making, except that Unit owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration of Condominium, or any Florida Statute which provides for Unit owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than three (3) nor more than nine (9) directors. There shall never be less than three (3) directors. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all

directors that the Developer is entitled to elect or designate need not be members. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof. Transfer of control of the Association from the Developer to the Unit owners shall be in accordance with the Condominium Act.

Section 2. First Board of Directors. The first Board of Directors of the Association named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(k), Florida Statutes, or the rules promulgated thereunder, or in accordance with any other applicable provisions of the Florida Condominium Act.

Section 4. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit owners other than the Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed

equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law.

Section 11. Notice to Developer. Until December 31, 1994, the Developer shall be entitled to attend the director's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 12. Waiver and Consent. Whenever the vote of the Directors at a meeting is required or permitted by any provision of the Florida Statutes or the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and the vote of Directors may be dispensed with if all the Directors who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 13. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, or these By-Laws, directed to be exercised and done by Unit owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect assessments including special assessments, enforce a lien for nonpayment thereof, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration of Condominium to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of said Declaration of Condominium. The Board of Directors shall also have the power to levy a fine against the owner of a Unit for the purposes specified in the Declaration of Condominium.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration of Condominium.

(D) To make and amend regulations respecting the operation and use of the

common elements and Condominium Property and facilities, and the use and maintenance of the condominium Units therein.

(E) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments and other sums due from Unit owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration of Condominium.

(G) To further improve of the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Condominium Act, subject to the provisions of the Declaration of Condominium and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit owners and to increase the assessments due or otherwise charge each Unit owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

Section 14. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the condominium documents and its exhibits.

ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One (1) person may not hold more than one (1) of the aforementioned (1) offices, except one (1) person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one (1) person holding only one (1) of the aforementioned (1) offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit owners other than the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall

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be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant Treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the Condominium which shall designate the name and current mailing address of the Unit owner, the amount of each assessment, the dates and amounts in which the assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which

reports the transferees may rely.

(E) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit owners of this Condominium or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit owners of this Condominium or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration of Condominium.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board of Directors or as required by the Declaration of Condominium. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any Management Firm, under the terms of a Management Agreement, as to funds in its possession and/or control, shall determine in its sole discretion who is to be bonded, if any, among its employees, unless such employees control or disburse Association funds, in which case, such employees must be bonded in accordance with applicable provisions of Section 718.112, Florida Statutes. The cost of bonding an employee of an Association-designated Management Firm may be reimbursed by the Association. Notwithstanding the foregoing, the Association and/or any Management Firm shall not obligated to obtain fidelity bonding of any persons in excess of any amounts stated in the Florida Condominium Act.

Section 3. Fiscal Or Calendar Year. The Association shall be on a fiscal year basis beginning on the first day of April each year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration of Condominium, water and sewer and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Provided, however, the Association shall not charge any fee against a Unit owner for the use of common elements or Association property unless such use is the subject of a lease between the Association and the Unit owner. Funds for the payment of common expenses shall be assessed against the Unit owners in the proportions or percentages of sharing common expenses as provided in the Declaration of Condominium and exhibits attached thereto. Said assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit owners not as common expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(C) An annual budget and level of assessment for common expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, to each Unit owner a notice of the Board of Directors meeting at which the budget will be considered not less than fourteen (14) days prior to said meeting. Such notice shall include a copy of the proposed annual budget and assessment as well as the time and place for the meeting which shall be open to the Unit owners. If the Association shall fail for any reason to adopt a budget and authorize an assessment prior to the beginning of the new fiscal year, the budget and assessment for the previous year shall be increased by fifteen percent (15%) and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit owners in any fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit owners to the Board, shall call a special meeting of the Unit owners within thirty (30) days upon not less than fourteen (14) days' written notice to each Unit owner. At this special meeting, Unit owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without prior approval of the members representing a majority of all Units.

(D) All assessments shall be payable to the Treasurer of the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such assessments directly by an Association-designated Management Firm, and also subject to any specific applicable provisions in the Declaration of Condominium.

Section 5. Application of Payments and Commingling of Funds. All reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may be commingled in a single fund for purposes of investment or divided into more than one (1) fund as determined by the Association or such Management Firm as long as the Management Agreement remains in effect, or thereafter as the Board of Directors determines in its sole discretion. All assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration of Condominium, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit owner shall be in default in the payment of an installment upon any assessment, an Association-designated Management Firm or the Board of Directors may accelerate the monthly installment for the next three (3) months upon notice thereof to the Unit owner and, thereupon, the unpaid installments of the assessment together with the monthly assessments for the next three months shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit owner. The acceleration of installments may be repeated at the end of each three (3) month period thereafter if at the end of such period there remains any sums due and unpaid.

ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in Chapter 718, Florida Statutes, or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than four (4) months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of thirty (30) days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and five (5) days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(A) An action at law to recover for its damage on behalf of the Association or

on behalf of the other Unit owners;

(B) An action in equity to enforce performance on the part of the Unit owner; or

(C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit owner, sent to the Board of Directors, shall authorize any Unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes, against any owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than fourteen (14) days after reasonable notice, to the owner, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other unit owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than seventy-five percent (75%) of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of Chapter 718, Florida Statutes, or the regulations promulgated thereunder.

Section 2. Negligence or Carelessness of Unit Owner, Etc. Any Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 3. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit owner to enforce such right, provision, covenant or condition in the future.

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Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law or in equity.

ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a condominium parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

ARTICLE X: AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit owners, provided:

(A) Notice of the meeting shall contain a statement of the proposed amendment.

(B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a meeting called for such purpose.

(C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting called for such purpose.

(D) Said amendment shall be recorded and certified as required by the Condominium Act.

(E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.

(F) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the condominium documents without the written consent of the Developer.

ARTICLE XI: NOTICES

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration of Condominium to which these By-Laws and other exhibits attached to said Declaration.

ARTICLE XII: INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV: LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV: PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

ARTICLE XVI: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Unit owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XVII: RULES AND REGULATIONS

Section 1. In addition to the rules and regulations set forth in the Declaration of Condominium, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Condominium Units, common elements, limited common elements, and any other Condominium property, and also the conduct of all residents thereof. The Unit owners shall, at all times, obey said rules and regulations and

shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

Section 2. The sidewalk, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter upon the common elements except in such area and under the rules and regulations as determined by the Association.

Section 3. No fences shall be constructed by a Unit owner within or surrounding said Unit or the limited common elements adjoining or appurtenant to said Unit.

Section 4. The personal property of all Unit owners shall be stored within their condominium Units or in assigned storage space.

Section 5. No garbage cans, supplies, milk bottles, or other articles shall be placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements, if applicable, fire exits shall not be obstructed in any manner, and the limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere within the Condominium property except within a Unit.

Section 6. Where applicable, no Unit owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall he sweep or throw any dirt or other substance from his Unit or limited common elements onto the common elements or any portion of the Condominium property.

Section 7. No Unit owner shall store or leave boats or trailers on the Condominium property. Refuse and bagged garbage shall be deposited only in the area provided therefor.

Section 8. Agents or employees of the Association shall not be sent off the Condominium property by any Unit owner at any time for any purpose. No Unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

Section 9. The parking facilities shall be used in accordance with the regulations adopted by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium property.

Section 10. No Unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit owners. No Unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit owner shall conduct or permit to be conducted, vocal or

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instrumental instruction at any time.

Section 11. No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors of the Association, and said consent may be given as to certain Units and not given as to others.

Section 12. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board of Directors, and a Unit owner shall not place or use any item thereon or upon any portion of the common elements except with the approval and as designated by said Board.

Section 13. No cooking shall be permitted on any porch, patio or entry way nor on the limited common elements nor on the Condominium property, except in such area, if any, designated by the Board of Directors of the Association. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Condominium Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

Section 14. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

Section 15. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure.

Section 16. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors of the Association.

Section 17. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, common elements or limited common elements or other property of the Condominium or services made available to the Unit owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit owner.

Section 18. In the event of any conflict between the rules and regulations adopted or from time to time amended and the condominium documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration of Condominium shall prevail.

ARTICLE XVIII: ARBITRATION

All issues or disputes which are recognized by the Condominium Act or by administrative rules promulgated under the Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

ARTICLE XIX: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 5 below, the Board of Directors of the Association may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 5 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between PROFESSIONAL COMMUNITY SERVICES CORP., a Florida corporation, (hereinafter called the "Management Firm") and TARPON PASS II CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association"), which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto.

W I T N E S S E T H:

WHEREAS, Association has been organized for the administration and operation of Tarpon Pass II Condominium (the "Condominium"); and

WHEREAS, the Management Firm is in the business of managing and providing maintenance for condominiums; and

WHEREAS, authority is granted in the Articles of Incorporation of the Association to enter into a contract providing for the management, supervision and maintenance of the Condominium; and

WHEREAS, the parties hereto have agreed that the Management Firm shall hereafter provide such operation and management services, all for the consideration, and upon the terms, provisions and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct.

2. Definitions. The terms used herein shall have the meanings set forth in the Declaration of Condominium for the Condominium unless the context otherwise requires.

3. Employment. The Association hereby employs and hires the Management Firm as the exclusive manager of the Condominium property and the Management Firm hereby accepts such employment.

4. Term of Agreement; Exception. The term of this Agreement shall commence as of the date hereof and continue through March 31, 1996. Beginning April 1, 1996, this Agreement shall continue for additional periods of one (1) year unless terminated by either party giving written notice of termination to the other party at least one hundred eighty (180) days prior to the last day of the current period. Notwithstanding the foregoing, the members of the Association shall have the right to terminate this Agreement at any time and without any required notice following such time as turnover of control of the Association from the Developer of the Condominium to the members of the Association has occurred.

5. Management Services. The Management Firm shall provide the Association with the following managerial services:

(A) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain, manage and operate the Condominium, including a manager, who, in each instance, shall be the employees of the Management Firm, which in its absolute discretion shall determine and cause to be discharged all persons unnecessary or undesirable.

(B) Perform or cause to be performed all services for the maintenance and repair of the Condominium property required to be maintained and repaired in the Declaration of Condominium.

(C) Recommend such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) Cause to be placed or kept in force all insurance required in the Declaration of Condominium or such additional insurance permitted by the Declaration of Condominium upon the authorization of the Association, and further to act in cooperation with the Association with regard to insurance matters as provided by the Declaration of Condominium and to require each of its employees who control or disburse funds of the Association to be bonded.

(E) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws. The Management Firm may issue certificates of accounts to Association members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be the property of the Association but shall be kept at the office of the Management Firm and shall be open for inspection by any unit owner of the Condominium, his authorized agent, or by an expert employed by and at the cost and expense of the Association. It is understood that any such inspection shall be conducted at reasonable times, without cost to the Management Firm and without reasonable disruption to the employees and operation of the Management Firm. Any expense associated with the copying of records shall be a cost of the Association. Such expert may also conduct an external audit if so qualified, provided that the cost for same is paid by the Association. The Management Firm shall perform internal audits of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it.

(F) Maintain records as part of the records provided for in the preceding paragraph sufficient 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 and disbursed by it in its capacity as Management Firm.

(G) Prepare a proposed annual budget for the Association setting forth an itemized statement of the anticipated expenses and reserves for the next fiscal year, taking into account the circumstances, directives of the Board, the prior budget, other requirements and obligations of the Association by contract or as specified in the Declaration of Condominium, the exhibits thereto, and other applicable obligations of the Association and/or its members. The proposed budget prepared by the Management Firm shall be submitted to the Board of Directors of the Association at least fifty (50) days prior to the commencement of the applicable fiscal year. The Board shall promptly review said proposed budget and

forthwith adopt an annual budget and authorize an assessment upon its members sufficient to fund the budget in accordance with its By-Laws.

Except to the extent competitive bidding is required under Chapter 718, Florida Statutes, or other applicable Florida law, the Management Firm may, with impunity, purchase or contract for any service or material from or with such person or party as it deems advisable and in the best interest of the Association. The Management Firm shall not be required to search for the best price unless otherwise directed by the Association or required by applicable law. Notwithstanding the foregoing, the requirements for competitive bidding may be waived by a two-thirds (2/3) vote of the Association members, and said vote may be accomplished by a proxy specifically setting forth the exemption from such competitive bidding practices.

The Association agrees that assessments levied upon its members will at all times be maintained so that the amount produced thereby shall be sufficient to provide the monies necessary to pay all items set forth in the Declaration of Condominium, all exhibits annexed thereto, and this Agreement, and to realize a sum sufficient to meet the requirements of the annual budget adopted pursuant to the provisions of the By-Laws, and the requirements of any Association authorized increase in the budget or special assessment item.

(H) Receive the payments of assessments to be collected from Association members or otherwise owed or accruing to the Association, provide receipts for same on behalf of Association as requested, deposit such funds in a special escrow account at a banking or savings and loan institution in the State of Florida, and otherwise assist the Association in the management of its funds as authorized. To the extent funds of the Association are available, the Management Firm shall withdraw from the escrow account such funds as needed to satisfy authorized obligations of the Association pursuant to the budget and any other agreements or arrangements of the Association including this Agreement. If reserve accounts are authorized by the Association budget, the Management Firm shall transfer such funds as, if and when received, to a savings account of the Association. Until funds received by the Management Firm pursuant to this paragraph are withdrawn in payment of Association obligations or transferred to a savings account, such funds shall be the funds of the Association rather than the Management Firm.

(I) May cause a representative of its organization to attend meetings of the members of the Association and of the Board of Directors of the Association; however, it is understood and agreed that the minutes of all the Association's meetings, whether of members or of the Board of Directors, shall be taken by the Association's secretary and said secretary shall always be responsible for preparing and furnishing notices and minutes of all meetings to the required parties.

(J) Supervise, operate, control and manage the Condominium property to the extent provided in this Agreement or as otherwise authorized by the Association, and assist the Association in the preparation, promulgation and enforcement of its rules and regulations, for the use and occupancy of the Condominium's common elements, limited common elements and units therein.

(K) Cause such alterations and/or additions to the common elements or limited common elements of the Condominium Property to be made as authorized by the Board of Directors of the Association and its members where required, pursuant to and in accordance with said Condominium's Declaration of Condominium and exhibits attached thereto. As to the foregoing, the Management Firm shall be paid for the cost of its personnel and overhead,

materials and equipment in regard thereto, and any and all contractors, sub-contractors or materialmen as are required therefor and authorized by the Board of Directors.

(L) Recommend, and negotiate if applicable, such agreements pertaining to the Condominium, including, but not limited to, agreements granting concessions and licenses to persons to provide facilities and services as to and within the Condominium, and causing coin vending machines and coin operated equipment and pay telephones to be installed within the Condominium. All such agreements shall be entered into by the Association upon its approval, and all income derived from such agreements shall inure to the benefit of the Condominium and all expenses appertaining thereto shall likewise be borne by the said Condominium. The Management Firm shall only purchase coin vending machines and coin operated equipment with the approval of the Association.

(M) Assist the Association in the levying and collection of any special assessments for such purposes and against such parties as provided in the Declaration of Condominium and its exhibits. The Management Firm shall initiate the notices that may be required or appropriate in the process of asserting the special assessment, perfecting liens for nonpayment of assessments and the collection of same.

(N) Exercise such powers and rights reasonably necessary to fulfill the terms and provisions of this Agreement.

(O) Assist the Association to perform its functions and act as otherwise authorized, required or delegated in the event of a casualty loss to the Condominium property.

(P) Create procedures and forms as are necessary to enable the Association to discharge its functions regarding the review prior of any proposed sale or transfer of a unit and such other functions of the Association as are provided for in the Condominium documents.

(Q) Act as agent for the Association where appropriate and permitted by the Condominium documents and Chapter 718, Florida Statutes.

6. Roster of Unit Owners. The Management Firm shall maintain a roster of all unit owners of the Condominium, and a roster of all renters from unit owners, together with addresses to the extent that such information is provided to the Management Firm.

7. Association Retention of Right to Collect Assessments. Notwithstanding the duty of the Management Firm to collect assessments during the term of this Agreement, the Association retains the power to make those assessments in accordance with and subject to the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association.

8. Application of Assessment Funds. All assessments for common expenses of the Association which the Management Firm shall collect shall be applied as follows:

(A) Taxes and Insurance. First, to the payment of premiums on insurance policies carried by the Association and the Management Firm, and taxes and assessments on the common elements of the Condominium.

(B) Management Fee. Next, to the payment of the Management Firm of its fee as hereinafter set forth.

(C) Balance. The balance shall be utilized, applied, disbursed and reserved by the Management Firm in accordance with the budget of the Association providing for the expenditure of funds in accordance with this Agreement and/or the Declaration of Condominium and its exhibits.

The Management Firm is herein authorized to act as agent of the Association and as agent may file a Claim of Lien in the name of the Association as provided in the Declaration of Condominium against any unit of the Condominium whose owner has failed to pay assessments. The Management Firm may, but is not obligated to unless requested by the Association, pursue collection of the amount due represented by said Claim of Lien, including interest and attorneys' fees and costs. The Management Firm as agent of the Association may execute a Satisfaction of Lien upon the full payment of the amount represented due by the Claim of Lien, but the Management Firm may not compromise a lien unless specifically authorized by the Association. The Management Firm may render statements as to the current status of any unit owner's account.

9. Assistance of Management Firm. The Management Firm shall aid and assist the Association in any reasonable manner requested by the Association as to the collection of assessments, or other amounts due, and the Management Firm shall further aid and assist the Association in any reasonable manner required by the Association so as to simplify the method of collecting the assessments, special assessments, or other sums due from unit owners.

10. Management Firm Not Obligated to Pay Common Expenses; Exception. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. However, in the event of an emergency constituting imminent danger to the Condominium property, including the common elements and limited common elements or to the health or safety of the unit owners or other persons, the Management Firm is authorized to expend from its own funds for the protection of said property or persons a sum not to exceed Five Thousand Dollars ($5,000.00) which the Association agrees to reimburse the Management Firm.

If it shall appear to the Management Firm that the assessments and other revenue, if any, of the Association are insufficient, the Management Firm shall recommend such additional special assessments and/or increased assessments as are required and advise the Association. If approved by the Association, the Management Firm may proceed to collect and disburse such special or increased assessments as any other assessment pursuant to this Agreement.

11. Management Firm Not to Incur Expenses; Payment of Management Fee. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association. All of the management and maintenance services required above in Paragraph 5 or elsewhere herein shall be rendered on a basis of "out-of-pocket" costs and expenses and the Association, through the assessments provided for herein, shall pay or reimburse the Management Firm for all costs and expenses incurred by the Management Firm in providing services, materials and supplies to the Association including specifically, but not

limited to, the cost of all employees of the Management Firm for the time spent upon performance of matters required by the terms of this Agreement. It is understood that except for emergency situations provided for in Paragraph 10 above, the Management Firm will incur no cost or expense which is not provided for in the Association budget or by prior special assessments. As compensation, fee or profit for its services hereunder, the Management Firm shall receive a net fee, free of all charges and expenses, of four percent (4%) of the Association's expenses, excluding legal or independent public accountants' expenses of the Association. The Management Firm's fee from the Association and its members shall commence as of the first or fifteenth day of the month, whichever is sooner, following the filing of the Declaration of Condominium, to which this Agreement is attached, in the public records of Lee County, Florida.

12. Noninterference by Association. The Association shall not interfere, nor permit, allow or cause any of its officers, directors or members to interfere, with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

13. Consolidation and Allocation of Services. The parties recognize that the Management Firm and its employees and agents may be performing services similar to the services performed hereunder for other condominium associations and entities. In this connection, the Management Firm is authorized to provide or cause to be provided such services as appropriate on a consolidated basis whereby such services are provided to more than one association. To require the Management Firm to cost account with regard to each condominium and between the Association and other persons in interest as to other properties managed by the Management Firm, would substantially increase the costs of administration hereunder borne by the Association. Accordingly, the Management Firm is hereby granted the power to allocate to the Association its appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party(s) on such weighted basis as the Management Firm deems fair and equitable.

14. Certain Nonliability of Management Firm. The Management Firm shall not be liable to the Association and its members for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium from any cause whatsoever unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

15. Assignment of Agreement by Management Firm. The Management Firm may assign this Agreement, as long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Management Firm shall be released from any and all obligations hereunder. Said assignment shall be duly recorded in the public records of Lee County and notice of same, together with an executed duplicate of said assignment, shall be delivered to the said Association by certified mail or its equivalent. The Management Firm may also subcontract all or portions of its duties and powers under this Agreement.

16. Assignment of Agreement by Association. The Association, on behalf of its members, may assign its right, title and interest in and to this Agreement to another condominium association existing under the laws of Florida to administer and operate the Condominium; however, said assignment shall not be valid unless and until the assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and

term of this Agreement. The said assignment shall be duly recorded in the public records of Lee County and an executed duplicate of said assignment shall be delivered to the Management Firm by certified mail or its equivalent.

17. Assistance of Management Firm with Special Assessments. The Management Firm shall make recommendations to and assist the Association with regard to assessing a condominium unit owner for those items of special assessments as set forth in the Declaration of Condominium and the exhibits attached to said Declaration, and in this Agreement.

18. Association's Power and Authority to Amend Condominium Documents. The power and authority of the Association to amend the Declaration of Condominium and the exhibits attached to said Declaration is subject to the specific provisos applicable thereto set forth in the aforesaid instruments.

19. Stability of Size of Condominium; Levying of Assessments. The Association agrees that during the term of this Agreement, the number of condominium units specified in the Declaration of Condominium shall not be changed without notice to the Management Firm. The Association further agrees that it will levy assessments on its members sufficient to satisfy the requirements of this Agreement and its obligations under the Declaration of Condominium, its exhibits and other applicable agreements. In addition, the Association recognizes certain other agreements or arrangements exist or may exist in the future, including, but not limited to, an agreement regarding the provision of cable television service by Paragon Cable to individual unit owners. The Management Firm is hereby specifically authorized to collect such amounts in accordance with the underlying obligation by agreement or arrangement.

20. Parking Spaces. The Management Firm, in accordance with policies established by the Association, shall assign and change assignments of any specific parking spaces or storage areas, if applicable, and otherwise regulate vehicular parking of all manner and type of vehicles and storage of non-vehicular personalty within the Condominium.

21. Renewal of Agreement. This Agreement may be renewed upon such terms and conditions as are mutually agreeable to the Association and the Management Firm.

22. Effect of Waiver of Breach of Covenants. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

23. Time is of the Essence. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

24. Validity of Modification, Release, Discharge or Waiver. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing and signed by the parties to this Agreement, i.e., the Management Firm and the Association or their respective successors or assigns.

25. Binding Effect of Provisions. All covenants, promises, conditions and obligations herein contained or implied by law shall bind the Management Firm, its successors and assigns, and the Association, its successors and assigns, for the term of this Agreement unless sooner terminated according to applicable provisions of Chapter 718, Florida Statutes.

26. Entire Agreement. This instrument, together with the Declaration of Condominium and the exhibits attached to said Declaration, including this Agreement, constitute the entire agreement between the parties hereto, as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

27. Effect of Invalidity of Portion of Agreement. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement or the exhibits attached hereto, and the Declaration of Condominium, shall not affect the validity of the remaining portions thereof.

28. Gender and Plurality of Terms. The words "Developer," "Management Firm," "Condominium Association," "member(s)," and "parcel owner(s)," wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term "condominium parcel" or "condominium unit," or "unit," or "parcel" and the owners thereof shall be defined pursuant to the Declaration of Condominium and same are condominium parcels and/or units of such Condominium as created by the aforesaid Declaration of Condominium.

29. Provision of Notice. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members and the Management Firm, as provided in the Declaration of Condominium.

30. Effect of Default by Association. If the Association or its members shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, the Management Firm may give written notice to said Association of said default by delivering said notice to any officer of the Association or, in their absence, to any member of the said Association, and may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice. Upon default, the Management Firm may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the said Association and its members for damages and/or specific performance and/or such other rights and remedies as it may have, and the said Association and its members shall be liable for the Management Firm's reasonable attorney's fees and costs incurred thereby. All of such rights of the Management Firm upon default shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

31. Effect of Default by Management Firm. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of forty-five (45) days after written notice of default from the Association specifying the default complained of, shall be grounds for the said Association's cancellation of this Agreement.

32. Effect of Termination of Condominium. If the Condominium shall be terminated as is provided in its Declaration of Condominium, then each of the condominium unit owners shall thereby become a tenant in common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the Management

Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

33. Exceptions to Management Firm's Liability or Association; Indemnification by Association. The Management Firm shall not be liable or responsible to the Association, its Board of Directors and its members, for its failure to act under the provision of Article VIII, Section 1 of the By-Laws of said Association. Furthermore, everything done by the Management Firm upon authorization of the Association shall be done as agent for the Association, and all obligations or expenses incurred pursuant to such authorization shall be for the account of, on behalf of, and at the expense of the Association. The Management Firm shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided by the Association or from its members or occupants, nor shall the Management Firm be obliged to incur any liability or obligation on account of the Association without assurance that the necessary funds for the discharge thereof will be provided. The Association agrees to indemnify and hold the Management Firm harmless from any and all liability for any injury, damage or accident to any member of the Association, a guest or invitee of any such member, or to any third person, arising out of or in the course of the performance of its duties hereunder. The Management Firm's assumption of obligations hereunder is limited to management and maintenance as agent and does not require the Management Firm to pay from its own funds the costs and expenses which the Association undertakes.

34. Supersedence of Agreement. The applicable terms and provisions of the Association By-Laws and the applicable provisions of the Declaration of Condominium shall be deemed paramount to the terms and provisions of this Agreement and, where applicable, the terms and provisions of this Agreement shall be deemed amended to comply with the foregoing.

35. Separate Accounting Records. Notwithstanding any provisions to the contrary in the Agreement, the Management Firm shall maintain separate accounting records for each condominium it manages, shall keep such records according to good accounting practices, shall open such records to inspection by unit owners or their authorized representatives at reasonable times, and shall supply written summaries of such records at least annually to unit owners or their authorized representatives.

36. Provision of Management Services on Continuing Basis. The Management Firm shall provide all management and maintenance services detailed or contemplated herein on a continuing basis as needed from time to time or to the extent as otherwise required under this Agreement, subject, however, to the terms of Paragraph 10 hereinabove.

37. Number of Management Firm Employees. The Management Firm shall employ a minimum of one (1) employee to perform and/or supervise the performance of services pursuant to this Agreement and said minimum employee may also perform and/or supervise the performance of services under similar agreements with other condominium associations at the development commonly known as Burnt Store Marina.

38. Ownership of Management Firm. The Developer of Tarpon Pass II Condominium, Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., owns all of the issued and outstanding stock of the Management Firm.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper officer(s) this 23rd day of August, 1994.

MANAGEMENT FIRM:
PROFESSIONAL COMMUNITY SERVICES CORP.

By: _____
Name: ROBERT E. GREENE
Title: PRESIDENT

ASSOCIATION:
TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: PATRICIA A. KELSEY
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23RD day of AUGUST, 1994 by ROBERT E. GREENE, as PRESIDENT of PROFESSIONAL COMMUNITY SERVICES CORP., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
(Signature)
Name: ANA M. FITCHETT
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number)

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
ANA M FITCHETT
COMMISSION NUMBER
CC241690
MY COMMISSION EXP.
DEC. 6,1996

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23RD day of AUGUST, 1994 by PATRICIA A. KELSEY, as PRESIDENT of TARPON PASS II CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
(Signature)
Name: ANA M. FITCHETT
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number)

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
ANA M FITCHETT
COMMISSION NUMBER
CC241690
MY COMMISSION EXP
DEC. 6,1996

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Lawton Chiles, *Governor* George Stuart, *Secretary*

August 26, 1994

OR2533 PG2263

Mr. Robert S. Freedman
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3299
Tampa, Florida 33601

RE: TARPON PASS II CONDOMINIUM, PHASES I-III
SUN CITY CENTER CORP., D/B/A FLORIDA DESIGN COMMUNITIES
PR1P023026

Dear Mr. Freedman:

Pursuant to Rule 61B-17.005, Florida Administrative Code, the documents for the above referenced condominium have been examined and are now considered proper for filing purposes. After the declaration has been recorded, the developer may close on contracts for sale or lease for a lease period of more than five years.

This acceptance for filing only relates to the filing and disclosure requirements of Chapter 718 of the Florida Statutes and does not constitute the Division's endorsement of the offering, development, or any representations made about the subject of this filing. This acceptance for filing does not relieve the developer of any duty or responsibility under the Florida Statutes, the rules promulgated by the Division thereunder, or any other applicable laws. If deficiencies in the documents are subsequently discovered, the developer understands the division is not estopped from requiring the developer to correct them.

CHARLIE GREEN LEE CTY, FL
94 SEP 13 PM 12:19

The Division neither agrees nor disagrees with the waiver of warranty language contained in your documents. The Division does not typically involve itself with issued directly relating to warranties under Section 718.203, Florida Statutes.

The Division is currently examining the areas of insurance and is considering rule making in this area. In the interim, the Division can offer no assurance that the provisions contained in the documents relating to these areas comply in all respects with applicable law.

Sincerely,

Julie M. Baker, Supervisor
Examination Section

Faye S. Mayberry, Chief
Bureau of Condominiums

FSM\JMB\rm

cc: SUN CITY CENTER CORP., D/B/A FLORIDA
DESIGN COMMUNITIES
2020 Clubhouse Drive
Sun City, Florida 33570

Note: Rule 61B-17.001(4), F.A.C. requires the developer to notify the Division within 30 working days of recording information and the correct mailing address for the association. Specific directions are stated in this rule.

This filing will AUTOMATICALLY expire if the condominium or applicable phase has not been created within 24 months of the acceptance date. Refer to Rule 61B-17.005(3)(b), F.A.C.

CHARLIE GREEN LEE CTY, FL
94 SEP -8 AM 9:12

Prepared by and return to:
James R. De Furio, P.A.
PO Box 172717
Tampa, FL 33672-0717

INSTR # 2014000106100, Pages 2
Doc Type CER, Recorded 05/21/2014 at 08:44 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee $18.50
Deputy Clerk DMAYS
#1

CERTIFICATE OF AMENDMENT TO ARTICLE IV, SECTION 1 OF THE BY-LAWS OF TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to Article IV, Section 1 of the By-laws of Tarpon Pass II Condominium Association, Inc., as originally recorded in Official Records Book 2533 at Page 3237, et seq. of the Public Records of Lee County, Florida, and as may have been amended from time to time thereafter, was duly adopted by the unanimous approval of the full Board of Directors plus twenty (20) votes of the Members cast in favor and zero (0) opposed, which constitutes at least two thirds (2/3) of the Membership votes cast, pursuant to Article X of the By-Laws of Tarpon Pass II Condominium Association, Inc., at a meeting called for such purpose held on March 13, 2014.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of April, 2014, at Lee County, Florida.

WITNESSES

Witness 1 Sign Bernard R Punt

Witness 1 Print BERNARD R PUNT

Witness 2 Sign Ray Davis

Witness 2 Print RAY DAVIS

TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

By: Leonard Clark Billie

Print Name: Leonard Clark Billie

As: President

Wayne Shelly

Secretary

Print Name: WAYNE SHELLY

(Seal)

PATRICIA H. SPISAK
MY COMMISSION # EE839330
EXPIRES October 02, 2016
(407) 398-0153 FloridaNotaryService.com

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23 day of April, 2014 by Leonard B. Billie and Wayne Shelly as President and Secretary respectively, of Tarpon Pass II Condominium Association, Inc , a Florida not-for-profit corporation, on behalf of the corporation.

Patricia H. Spisak

Signature of Notary Public – State of Florida

Patricia H. Spisak

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Drivers Licenses as Identification

AMENDMENT TO THE BY-LAWS OF

TARPON PASS II CONDOMINIUM ASSOCIATION, INC.

Amendment to Article IV, Section 1 of the By-Laws of Tarpon Pass II Condominium Association, Inc.:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

...

ARTICLE IV: DIRECTORS

...

Section 1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than three (3) nor more than nine (9) directors. There shall never be less than three (3) directors. ~~The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.~~ All directors shall be elected for a term of two (2) years (except for the first election after this amendment is passed). The first election after this amendment is passed shall elect the three (3) directors with the most votes to two (2) year terms and the rest of the directors to a one (1) year term. All directors shall be members of the Association~~; provided, however, that all directors that the Developer is entitled to elect or designate need not be members~~. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as qualify each to become a director hereof. Transfer of control of the Association from the Developer to the Unit owners shall be in accordance with the Condominium Act.

...

OR2534 R 3479

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601-3329

3651912
3653822

ORZ533 PG 1479

DECLARATION OF CONDOMINIUM FOR TARPON PASS II CONDOMINIUM

Section 1: Introduction and Submission . . . . . -1-
Section 2: Definitions . . . . . -1-
Section 3: Description of Condominium . . . . . -3-
Section 4: Restraint upon Separation and Partition of Common Elements . . . . -8-
Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights . . . . . -8-
Section 6: Amendments . . . . . -9-
Section 7: Maintenance and Repairs . . . . . -11-
Section 8: Additions, Alterations or Improvements by the Association . . . . . -12-
Section 9: Additions, Alterations or Improvements by Unit Owner . . . . . -13-
Section 10: Additions, Alterations or Improvements by Developer . . . . . -13-
Section 11: Operation of the Condominium by the Association; Powers and Duties . . . . . -14-
Section 12: Management Agreement . . . . . -17-
Section 13: Determination of Assessments . . . . . -17-
Section 14: Collection of Assessments . . . . . -18-
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Section 16: Reconstruction or Repair After Fire or Other Casualty . . . . . -23-
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Section 18: Occupancy and Use Restrictions . . . . . -26-
Section 19: Selling, Leasing and Mortgaging of Units . . . . . -27-
Section 20: Compliance and Default . . . . . -28-
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Section 22: Additional Rights of Mortgagees and Others . . . . . -29-
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Re Recorded to Note Condominium Exhibit Pages. 25

BY: G. SHERWOOD, D.C.

Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., hereby declares:

Section 1: Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Lee County, Florida, as more particularly described in Exhibit No. 1 hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Name. The name by which this condominium is to be identified is TARPON PASS II CONDOMINIUM (the "Condominium").

Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time. The original Articles of Incorporation are attached hereto as Exhibit No. 2.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means TARPON PASS II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association

2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time. The original By-Laws are attached hereto as Exhibit No. 3.

2.8 "Common Elements" mean and include:

ORIGINAL OF EXHIBIT NO. 1 CONSISTING OF THE CONDOMINIUM DRAWINGS IS RECORDED IN CONDOMINIUM BOOK 20, PAGE 87-91, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

(a) The portions of the Condominium Property which are not included within the Units;

(b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, Common Elements or Limited Common Elements;

(d) The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements;

(e) All portions of the stormwater management system for the Condominium as described more fully in the Development Order, as amended from time to time; and

(f) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.9 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the cost of mangrove trimming and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.10 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.12 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and recorded in the Condominium Book and Page identified on the first (1st) page hereof and constituting Exhibit No. 1 hereto.

2.13 "Condominium Property" means the Land and improvements described in Section 1.1 hereof, subject to the limitations thereof and exclusions therefrom.

2.14 "County" means Lee County, State of Florida.

2.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.16 "Developer" means Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the Public Records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee

the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.17 "Development Order" means Lee County Development Order Nos. 94-06-039.00D, 94-06-040.00D and 94-06-044.00D, as may be amended from time to time.

2.18 "Dwelling" means the structure constructed on each Unit and used for residential purposes.

2.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least *fifty-one percent (51%) of the voting interests which are appurtenant to Units subject to mortgages* held by Institutional First Mortgagees.

2.20 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Management Agreement" means and refers to that certain agreement attached to this Declaration as Exhibit No. 4 and made a part hereof, which provides for the operation and administration of the Condominium and the management of the Condominium Property.

2.22 "Management Firm" means and refers to Professional Community Services Corp., a Florida corporation, its successors and assigns. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Unit" or "Condominium Unit" is that portion of the Condominium Property which is *subject to exclusive ownership and is referred herein to each of the separate and identified Units* delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the plat aforedescribed and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium, Present and Future Phases

3.1 Identification of Units. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, consisting of a survey of the Land including the Units, a graphic description of the improvements located thereon, and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and *Page identified on the first (1st) page hereof together with a copy of the legal description contained on*

the Condominium Plat is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) membership in the Association with the full voting rights appurtenant thereto; and (d) other appurtenances as may be provided by this Declaration or the Act. Phase I shall contain ten (10) Units. Subject to unforeseen delays beyond the control of the Developer, the estimated latest date of completion of constructing, finishing and equipping Phase I is December 31, 1997. Proposed Phases II and III, if added to the Condominium, will be constructed, finished and equipped on or before seven (7) years after the date of the recording of this Declaration. The date of completion of this Condominium is an estimate only and subject to sales performance or building delays.

3.2 Unit Boundaries. Each Unit shall consist of a discrete area of land plus the improvements constructed within each respective discrete area of land. Each such discrete area of land is designated as a distinct numbered plot on the Condominium Plat. Each Unit lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the Units as depicted on the Condominium Plat. In the event the actual physical location of any Dwelling constructed within a Unit at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Dwelling shall control over locations, dimensions and descriptions reflected on the Condominium Plat. If a wall or roof surface overhangs or part of a Dwelling encroaches unto the Common Elements, the overhanging specific portion of such Dwelling shall be a part of the Unit.

3.3 Property Which May Be Submitted to Condominium Form of Ownership. The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right at any time prior to seven (7) years after the recording date of this Declaration to submit to the condominium form of ownership, by amendment to this Declaration, the additional proposed phases depicted in Exhibit No. 1 hereto. Proposed Phase II, if added to the Condominium, will contain nine (9) Units. Proposed Phase III, if added to the Condominium, will contain fourteen (14) Units. The total square footage under roof will depend upon the model selected; however, the Developer may alter the size of such models, provided that such models shall have no less than 1,000 square feet of living area and no more than 4,000 square feet of living area. Copies of the proposed condominium plats for proposed Phases II and III are attached as Exhibit No. 1 to this Declaration. Such plats show the parcels of property which may constitute proposed Phases II and III, respectively, and the approximate location of the Dwellings and Units.

The Developer is under no obligation to add proposed Phases II and/or III to the Condominium. If and when a phase is added to the Condominium, each Unit Owner's undivided share of the Common Elements will change according to the provisions of Section 5 hereof, and the number of members in the Association will increase in accordance with Section 5 hereof.

3.4 Amendment of Declaration Adding Phases. Notwithstanding anything to the contrary contained herein or the provisions of Section 718.110, Florida Statutes, the Developer, pursuant to this Section 3.4 and Section 718.403(6), Florida Statutes, expressly reserves the right to amend this Declaration so as to submit to condominium ownership any or all of the additional proposed phases described in Section 3.3 above together with improvements thereon as part and parcel of this

Condominium without consent thereof by the Association, Unit Owners (other than the Developer) or their mortgagees.

In order to submit an additional phase to condominium ownership, the Developer shall amend this Declaration as aforedescribed by filing an Amendment to Declaration among the public records of the County, which amendment shall describe and submit to condominium ownership such additional phase and which amendment shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the Developer which have been submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from said recognized lending institution to the amendment as provided for herein.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE TO CONDOMINIUM OWNERSHIP.

3.5 Limited Common Elements. To the extent applicable and subject to the provisions of this Declaration, each Unit may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) that portion of the Limited Common Elements, as detailed on the Condominium Plat, which surrounds each Unit and directly touches the boundary of such Unit; (b) driveways connected to each Unit; (c) any porches or decks or similar structures which are constructed on the Common Elements and connected with or adjacent to such Unit and for the use of the respective Unit Owner; (d) light and electrical fixtures outside the Unit or attached to the exterior walls of the Dwelling; and (e) the lamppost light located at the entrance to each individual driveway. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common Expenses of the Condominium; provided, however, that: (a) each respective Unit Owner may utilize that portion of the Limited Common Elements, as detailed on the Condominium Plat, on the boundary of such Unit to plant flowers or to locate permanent equipment relating to a pool and/or spa which is constructed within the adjoining Unit by the Unit Owner (i.e. pump, motor, etc.), and if such area is so utilized the respective Unit Owner shall maintain such flowers and/or such equipment; (b) each Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixture(s) and, where applicable, light fixtures affixed to the exterior walls of a Unit; (c) each Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage; (d) each Unit Owner shall be responsible for maintaining, repairing and replacing any screening on the porch(es) and/or patio(s) connected or adjacent to the Dwelling; and (e) each Unit Owner shall be responsible for the maintenance of the lamppost light located at the entrance to each individual driveway, which maintenance shall include replacing the necessary light bulb for said lamppost light by the same color and bulb wattage. Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants and invitees of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of said Unit.

3.6 Permitted Improvements. The following improvements shall be permitted to be constructed within and upon each Unit:

(a) By Developer. The Developer shall construct within each Unit a one (1) or two (2) story Dwelling which shall constitute a complete, integrated, architectural and structural residence.

(b) By Unit Owner. In the event any of the Units are conveyed by the Developer to Unit Owners without the aforesaid Dwelling having been constructed therein, those Unit Owners or

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their successors may add the same at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed architects, which shall be subject to the prior written approval of the majority of the members of the Board of Directors. The Board shall either grant such approval or deny the same based upon its decision as to whether the improvements shall be aesthetically pleasing and consistent with the design of Dwellings previously constructed within Units of the Condominium.

Each Unit Owner may construct a pool and/or spa within their Unit, and such construction must comply with the rules and regulations pertaining to same as promulgated by the Association. All pools and/or spas must be contained within a screened enclosure, and there shall be no impervious roofs atop such screened enclosures. All pools must be in-ground in nature and must be of concrete construction. Portable spas shall be permitted. Notwithstanding the foregoing, all pools and/or spas, together with such screened enclosures, shall require approval of the Board, or a committee designated by the Board and headed by an officer of the Association prior to construction, so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Unit Owner shall submit plans and specifications as required by the Board. The Board or a Board-designated committee shall review such plans and issue a written statement either approving such plans and specifications or disapproving same together with an explanation for such disapproval.

3.7 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. There shall be an easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, the Common Elements, and the Limited Common Elements.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to the county government over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 20.3 of the Declaration, which result from such enforcement. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of

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the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof (including, but not limited to, proposed Phases II and III), or any part thereof, or any improvements or Units located or to be located thereon (including, but not limited to, proposed Phases II and III), and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the overall Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(g) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements.

(h) A mutual easement in favor of each Unit Owner and resident, their guests and invitees, shall exist over, across and through all areas contained within a Unit, except for that area within the Dwelling thereon and that area of a Unit in which a screened enclosure, containing a pool and/or spa, has been constructed by the Unit Owner.

(i) All easements described or shown on the Condominium Plat.

(j) Until such time as the Developer (i) completes and sells all of the Units in Phase I and has completed, and (ii) either completes and sells all of the Units in proposed Phases II and III or notifies the Unit Owners in Phase I of its intention not to add proposed Phases II and III to the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Dwellings to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Dwellings in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Dwellings within the Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

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(k) Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

3.8 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself, its successors and its assigns and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

(b) Developer hereby reserves unto itself, its successors and its assigns and grants to the Association, with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(c) Developer hereby reserves unto itself, its successors, and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) Upon recordation of the Declaration submitting Phase I to condominium ownership, each Unit in Phase I shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus equal to one-tenth

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(1/10th) of one hundred percent (100%). This percentage shall be ascertained by dividing one (1) (numerator) by the total number of Units in Phase I (denominator), the resulting figure being the undivided share of the Common Expenses attributable to each Unit in Phase I prior to recordation of any amendment submitting Units to condominium ownership.

(b) If and when additional phases are completed and submitted to condominium ownership as set forth in Section 3 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the condominium form of ownership on the following basis:

(i) The adjusted percentage of the undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed by dividing one (1) (numerator) by the accumulative total of all Units submitted to condominium ownership pursuant to the Declaration and amendments thereto (denominator). For example, if and when proposed Phases II and III are added to the Condominium, then the undivided share in the Common Expenses and ownership of the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one (1) (numerator) by thirty-three (33) Units (denominator).

(ii) The adjusted percentage of the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit shall automatically take effect on the recordation of any amendment submitting an additional phase to condominium ownership pursuant to this Declaration.

(iii) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium drawings constituting Exhibit No. 1 hereto) may be amended by affirmative vote of the Owners of seventy-five percent (75%) of all the Condominium parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the

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right to make whatever changes it may deem necessary in the condominium drawings, recorded herewith as Exhibit No. 1, and this Declaration until such time as fifty-one percent (51%) of the Units have been sold. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Developer has sold all Units and has transferred control of the Condominium to the Association or on December 31, 1997, whichever shall occur first.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors, and Section 718.403(1), Florida Statutes, to add phases as provided for herein.

6.3 Amendment Pertaining to Stormwater Management System. Notwithstanding any provisions to the contrary contained in this Section 6, any amendment which will affect the stormwater management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the South Florida Water Management District in order to be effective and binding.

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.6 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words

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to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

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Section 7: Maintenance and Repairs

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the gated entryway and the landscaping islands located at the entrance to the Condominium Property, all drainage and stormwater management systems, private streets and adjacent drainage, and water and wastewater lines and piping serving the Units of the Condominium, as well as all landscaping, lawn and grass areas and sprinkler systems and within the Common Property; provided, however, that the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements surrounding such Unit, as shown on the Condominium Plat, in accordance with Section 3.5 herein or as otherwise contemplated herein. All buffer zones shall be maintained by the Association pursuant to the Development Order, as amended from time to time.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all landscaping, sprinkling systems, and lawn and grass areas therein, and all water and wastewater lines and piping located within or below the foundation of the Dwelling or otherwise lying beneath or within the Unit, except as otherwise stated in sub-paragraph (ii) below. The costs of the aforementioned maintenance shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, including the Dwelling, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to:

(A) The entire Dwelling located within a Unit, including, without limitation, exterior walls, interior walls, roofs (including any portions of same which overhang any portion of the Common Elements), supports and foundations;

(B) All exterior doors, windows and screens of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Dwellings within Units of the Condominium;

(C) Exterior paint of all wall and door surfaces;

(D) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(E) All built-in shelves, cabinets, counters, storage areas and closets;

(F) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Dwelling;

(G) All bathroom fixtures, equipment and apparatuses;

(H) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Dwelling, and all electric lines between the Dwelling and its individual service panel or meter;

(I) All interior doors, non-load-bearing walls, partitions, and room dividers;

(J) All furniture, furnishings and personal property contained within the respective Dwelling;

(K) If applicable, all of the area of the Unit encompassed within and below the surface of the screened enclosure which contains a pool and/or spa constructed and erected by a Unit Owner in accordance with Section 3.6 herein. Such maintenance shall include all landscaping installed by the Unit Owner contained within such screened enclosure:

(L) If applicable, all piping located beneath the surface of the Unit which has been installed by the Unit Owner in connection with the Unit Owner's construction of a pool and/or spa; and

(M) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all exterior painting and all architectural or structural modifications to the exterior of the Dwelling must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate rules and regulations in accordance with the foregoing.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of Five Thousand and No/100 Dollars ($5,000.00) in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate Five Thousand and No/100 Dollars ($5,000.00) or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

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Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 To the Common Elements. After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to Limited Common Elements of this Condominium, other than those contemplated under Section 3.5 herein, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) of the total vote of the Unit Owners of this Condominium, provided that no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

All open space areas contained within the Common Elements shall be preserved and developed solely as open space areas by the Developer, the Association or the Unit Owners in a manner solely detailed or contemplated herein or on the Condominium Plat. Neither the Association nor the Developer nor the Unit Owners, without an appropriate amendment to the Development Order by Lee County, may utilize such areas for purposes other than as landscaped open spaces.

9.2 To the Units. Except as otherwise reserved by the Developer or detailed in Section 3.6(b) herein, no Unit Owner shall make any alteration or improvement to such Unit Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Dwelling located within the Unit so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the Dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the Dwelling originally located within his Unit. Other alterations or improvements to a Unit (including but not limited to landscaping that portion of the Unit outside the Dwelling and any attached enclosure or the enclosing or screening in of any porch or patio within the Unit) which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board and headed by an officer of the Association.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

Section 10: Additions, Alterations or Improvements by Developer

The foregoing restrictions of Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Dwelling located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Dwelling; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 10 may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the

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appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

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Section 11: Operation of the Condominium by the Association; Powers and Duties

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units or the Dwellings thereon.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property(s) and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the Condominium Property(s) and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association. The Association, through its Board of Directors, has entered into a Management Agreement, attached hereto as Exhibit No. 4, which encompasses the provisions of this subparagraph (d).

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to acquire, lease, mortgage, and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors, and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY, PUNTA GORDA AND/OR ANY OTHER JURISDICTION OR

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THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

11.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

11.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer and Management Firm without their respective written consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section 11 and in Section 6 above, and said amendment shall be recorded in the public records of Lee County, Florida.

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11.8 Binding Effect of Condominium Documents. Every Unit Owner of a Condominium Parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation and By-Laws of the Association, the provisions of this Declaration and the Management Agreement. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

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Section 12: Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto and made a part hereof as Exhibit No. 4. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Condominium Parcel in the Condominium, said Owner shall be deemed to have agreed to, confirmed and ratified the following:

12.1 Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

12.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

12.3 Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

12.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

12.5 It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

12.6 The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

Section 13: Determination of Assessments

13.1 General Assessment. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of

this Declaration and the By-Laws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget of Common Expenses adopted shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

13.2 Special and Capital Improvement Assessments. In addition to General Assessments, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed Five Thousand and No/Dollars ($5,000.00) or cause the total Assessments levied to exceed one hundred fifteen percent (115%) of Assessments for the proceeding calendar year, the *Board must obtain approval of a majority of the Units represented at a meeting* at which a quorum is attained.

Section 14: Collection of Assessments

The General Assessment, Special Assessments and Capital Improvement Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that *no such rate shall exceed the maximum allowed by law). In the event* the Board has not established such rate, the interest rate shall be fifteen percent (15%). Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of Twenty-Five and

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No/100 Dollars ($25.00) or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, the administrative late fee, and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the

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expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expanse collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Guarantee. If in the purchase agreement or by other means pursuant to the Act Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Unit Owners.

Section 15: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee". The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and such policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One (1) copy of each insurance policy, or a certificate

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evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their Dwelling and their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of one hundred percent (100%) of the current replacement cost of the Unit and the Dwelling contained therein, or the maximum amount of flood insurance available with regard to such property.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the Units in the Condominium.

The Unit Owner shall be solely responsible for insuring any equipment relating to a pool and/or spa owned by said Unit Owner but located within the Limited Common Elements by the Unit Owner in accordance with Section 3.5 herein.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within his Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(a) Casualty. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by Law.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm and its respective employees and agents, one (1) or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employee may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares

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in the Common Elements appurtenant to each Unit; provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board of Directors shall act as if it were the

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Insurance Trustee hereunder.

If seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

Whenever in this Section 16 the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then applicable building and other codes.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than One Hundred Thousand and No/100 Dollars ($100,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand and No/100 Dollars ($100,000.00), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the

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additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units and the Dwellings contained therein, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit and the Dwelling contained therein, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit and the Dwelling contained therein, to the repair and/or reconstruction of such Unit and the Dwelling contained therein; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section 17. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty.

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If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17.5:

(a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection

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of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Occupancy. Each Unit and the Dwelling therein shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Antennae. No antenna or aerial may be erected or installed on the exterior walls of a Building or on the Limited Common Elements or Common Elements, which includes the roof, without obtaining the prior written consent of the Association.

18.3 Fences. No fences shall be constructed by a Unit Owner within or surrounding a Unit. If desired by a Unit Owner and approved in writing by the Board or a committee designated by the Board and headed by an officer of the Association prior to construction, fences shall be permitted in the Limited Common Elements appurtenant to a Unit for the sole and limited purpose of enclosing any equipment, relating to a pool and/or spa, erected by the Unit Owner pursuant to Section 3.5 herein.

18.4 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Unit Owner or occupant without prior written consent of the Board of Directors. The foregoing includes signs within a Unit which are visible from outside the Unit. No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

18.5 Nuisances. No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

18.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 18.

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

19.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon

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receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm.

19.2 Leases. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease his Unit without further approval. However, the Unit Owner renting or leasing his Unit shall promptly notify the Management Firm or each renter and the term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. The provisions of this paragraph shall not be applicable to the Developer.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Management Agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 19.

Section 20: Compliance and Default

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

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20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles or By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning one hundred percent (100%) of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

This Section 21 may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within thirty (30) days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder,

insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of fifty-one percent (51%) or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 The consent of Owners holding at least seventy-five percent (75%) of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least fifty-one percent (51%) of the votes of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

(a) Voting rights;

(b) Increases in Assessments that raise the previously Assessment by more than twenty-five percent (25%), Assessment liens or the priority of Assessment liens;

(c) Reductions in reserves for maintenance, repair and replacement of the Common Elements;

(d) Hazard or fidelity insurance requirements;

(e) Rights to use of the Common Elements;

(f) Responsibility for maintenance and repair of the Property;

(g) Boundaries of any Unit;

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(h) The reallocation of interests in the Common Elements or Limited Common Elements or the rights to their use;

(i) Convertibility of Units into Common Elements or of Common Elements into Units;

(j) Leasing of Units;

(k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and

(l) Any decision by the members of the Association to establish self-management and terminate the management responsibilities, duties and contractual obligations of the Management Firm (provided, however, that this provision (1) shall apply only if the Condominium contains fifty (50) or more Units, and (2) shall be superseded by the provisions of Section 718.302(1), Florida Statutes, in the event of conflict between such statute and this subparagraph);

(m) The expansion (other than the proposed phase described in this Declaration) or contraction of the Condominium Property, or the addition (other than the proposed phase described in this Declaration), annexation, or withdrawal of property to or from the Condominium;

(n) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or

(o) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

22.5 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the common elements if such damage or destruction or taking exceeds Ten Thousand and No/100 Dollars ($10,000.00) or if damage shall occur to a Unit in excess of One Thousand and No/100 Dollars ($1,000.00).

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit owners in accordance with Section 718.302(1), Florida Statutes.

22.9 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

OR2533 PG3221 OR2534 PG3510

Section 23: Disclaimer of Warranties

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Mediation and Arbitration

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

Section 25: Additional Provisions

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforedescribed.

25.4 Exhibits. There are hereby incorporated in this Declaration all materials contained in the

OR2533 PG3222

OR2534 PG3511

exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two (2) separate capacities.

25.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

25.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

25.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

25.9 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

25.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

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OR2533 P03228 OR2534 P03512

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 23rd day of AUGUST, 1994.

WITNESSES:

Name:

Name:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, f/k/a Sun City Center Corp.

By:
Name: JERRY L. STARKEY
Title: EXEC. VICE PRESIDENT

Attest:
Name: PATRICIA A. KELSEY
Title: ASST. SECRETARY

(CORPORATE SEAL)

OR2533 PG3224

OR2534 PG3516

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of AUGUST, 1994, by JERRY L. STARKEY and PATRICIA A. KELSEY, as EXEC. V.P. and ASST. SEC., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp., on behalf of the corporation, as Developer of Tarpon Pass II Condominium. They are ☒ personally known to me or ☐ have produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

(Signature)
Name: ANA A. FITCHETT
(Legibly Printed)
Notary Public, State of Florida

_____ (Commission Number, if any)

OFFICIAL NOTARY SEAL
ANA A FITCHETT
COMMISSION NUMBER
CC241890
MY COMMISSION EXP
DEC. 6,1996

TARPON PASS II CONDOMINIUM

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.

OR2533 PG3225
Exhibit Number One of the Declaration of Condominium

CHARLOTTE ENGINEERING AND SURVEYING INC. 1700 El Jobean Road, Port Charlotte, Florida 33948. Phone - (813) 629-2552

NOTES:

1. "Common Elements" mean and include:
   a. The portions of the Condominium Property which are not included within the Units;
   b. Easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements;
   c. An easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, Common Elements or Limited Common Elements;
   d. The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements;
   e. All portions of the stormwater management system for the Condominium as described more fully in Lee County Development Order No. # , as amended from time to time; and
   i. Any other parts of the Condominium Property designated as Common Elements persuant to the Declaration or the Florida Condominium Act.
2. Description of Limited Common Elements: Limited common elements shall include a three (3) foot perimeter around the unit, the area paved as a driveway to be constructed providing access from the internal roadways to the unit, and any other common elements shown on the drawing, or as described in the Declaration of Condominium.
3A. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently intertere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to the county government over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property.
3B. Easements are also otherwise reserved and granted for such purposes described in the Declaration of Condominium for the Condominium to which these drawings pertain.
4. All improvements shown hereon are proposed, except to the extent such improvements have been certified as being substantially complete.
5. Coordinates are based on an assumed coordinate structure and do not refer to the State Plane Coordinate Structure.
6. (8) Denotes Unit designation.
7. Land use is residential.
8. Approximate heigth of proposed buildings = 35.00'
9. All terms used in these Notes but which are not defined herein shall have the meaning given in the Declaration of Condominium for the Condominium to which these drawings pertain.
10. THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

DESCRIPTION (PHASE I):

Lot 1 and Lot 2, Block 994, PUNTA GORDA ISLES SECTION 22, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Containing 2.6316 Acres, more of less.

Subject to easements of record.

Said lands situate, lying and being in Lee County, Florida.

DESCRIPTION (PHASE II, PROPOSED):

Lot 1 and Lot 2, Block 995, PUNTA GORDA ISLES SECTION 22, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Containing 2.0462 Acres, more of less.

Subject to easements of record.

Said lands situate, lying and being in Lee County, Florida.

DESCRIPTION (PHASE III, PROPOSED):

Lots 1, 2 and 3, Block 993, PUNTA GORDA ISLES SECTION 22, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Containing 3.2154 Acres, more of less.

Subject to easements of record.

Said lands situate, lying and being in Lee County, Florida.

SURVEYOR'S CERTIFICATE:

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that this survey, plot plan, and graphic description, together with the Declaration of Condominium for Tarpon Pass II Condominium, are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions for Phase I and for proposed Phases II and III. The construction of Phase I and proposed Phases II and III is NOT substantially complete.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

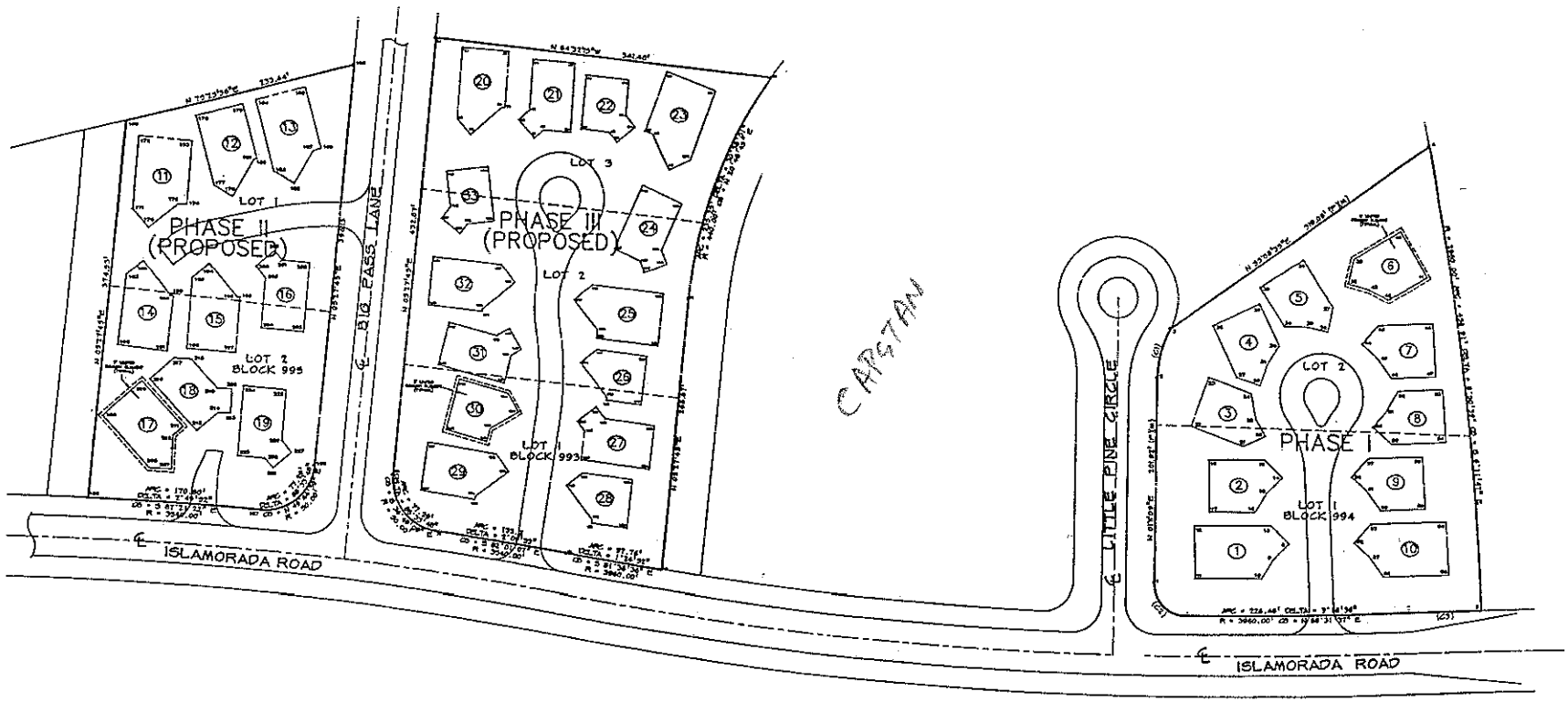
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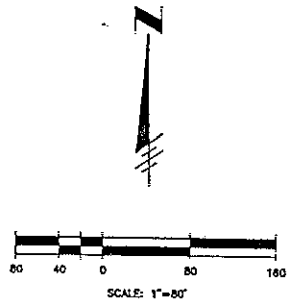
C. GARY HOFFMAN
Registered Land Surveyor No. 4909
State of Florida.

Exhibit Number One of the Declaration of Condominium

TARPON PASS II CONDOMINIUM

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.





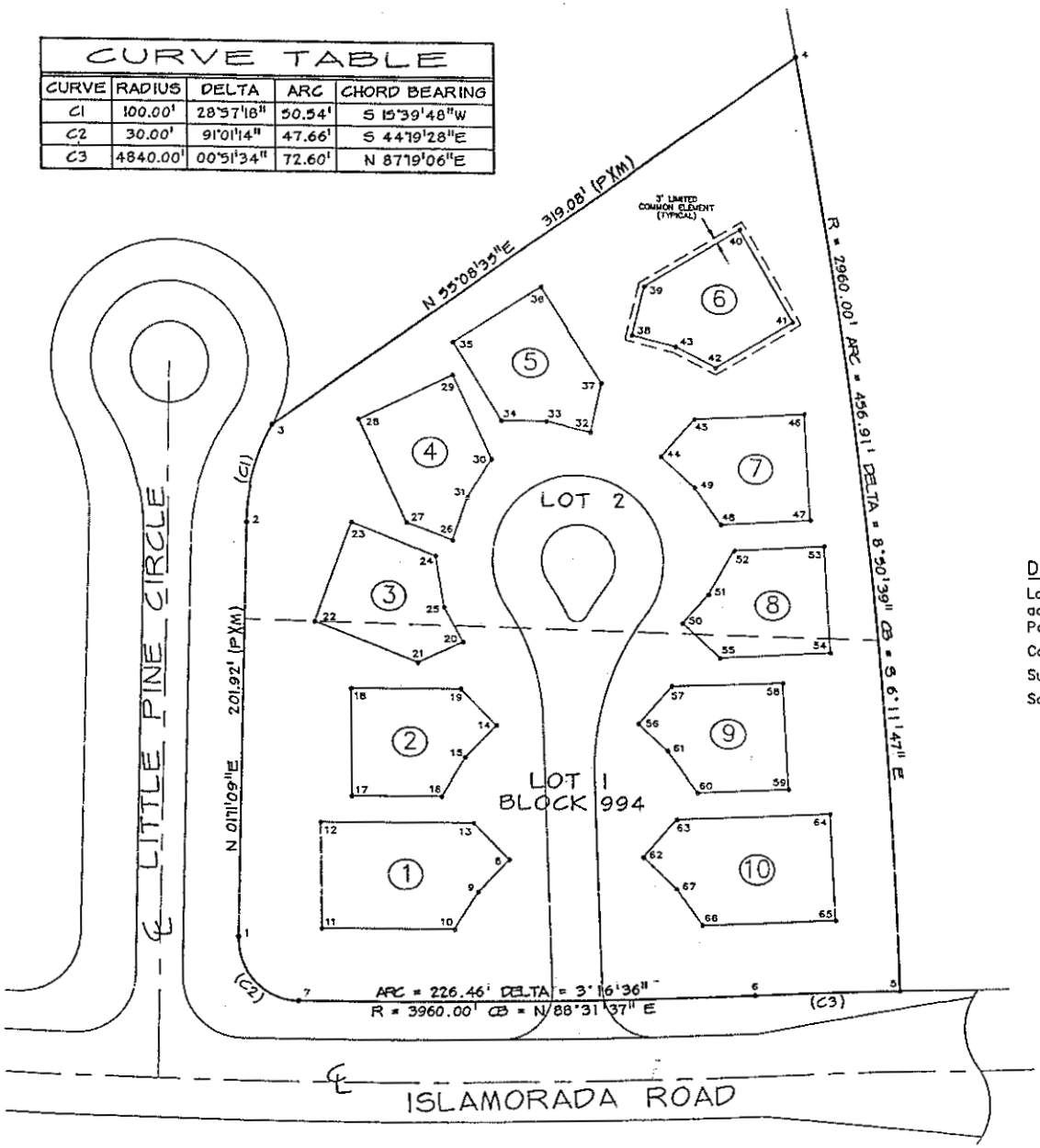
CHARLOTTE ENGINEERING AND SURVEYING INC. 1700 El Jobean Road, Port Charlotte, Florida 33948. Phone – (813) 629-2552

OR 2533 PG 3228
OR 34 PG 3515

OR 534 PG 3516 OR2533 PG 227

TARPON PASS II CONDOMINIUM
PHASE I

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.



CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C1	100.00'	28°57'18"	50.54'	S 15°39'48"W
C2	30.00'	91°01'14"	47.66'	S 44°19'28"E
C3	4840.00'	00°51'34"	72.60'	N 87°19'06"E

COORDINATE TABLE					
PT	NORTHING	EASTING	PT	NORTHING	EASTING
1	10126.9922	7376.4890	35		
2	10328.8658	7380.6678	36		
3	10377.0090	7394.1670	37		
4	10559.3782	7656.0062	38		
5	10105.5891	7705.2755	39		
6	10102.1924	7632.7550	40		
7	10096.3714	7406.3961	41		
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32			66		
33			67		
34					

DESCRIPTION PHASE I

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Containing 2.6316 Acres, more of less.

Subject to easements of record.

Said lands situate, lying and being in Lee County, Florida.

CHARLOTTE ENGINEERING AND SURVEYING INC. 1700 El Jobean Road, Port Charlotte, Florida 33948. Phone – (813) 629-2552

OR2534 PG3517 OR2533 PG3228

TARPON PASS II CONDOMINIUM
PHASE II (PROPOSED)

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.



COORDINATE TABLE

PT	NORTHING	EASTING
165	10620.7160	6575.8298
166	10225.3867	6538.1207
167	10181.2697	6484.8373
168	10189.1472	6314.2390
169	10561.9759	6349.8920
170		
171		
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DESCRIPTION PHASE II (PROPOSED):

Lot 1 and Lot 2, Block 995, PUNTA GORDA ISLES SECTION 22, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Containing 2.0462 Acres, more of less.

Subject to easements of record.

Said lands situate, lying and being in Lee County, Florida.

CHARLOTTE ENGINEERING AND SURVEYING INC. 1700 El Jobean Road, Port Charlotte, Florida 33948. Phone -- (813) 629-2552

OR2534 PG3518 OR2533 PG2229

TARPON PASS II CONDOMINIUM
PHASE III (PROPOSED)

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.



COORDINATE TABLE

PT	NORTHING	EASTING
68	10218.7711	6617.7574
69	10648.8773	6858.8878
70	10616.3775	6998.7421
71	10399.0410	6916.2737
72	10131.5944	6890.6981
73	10145.8023	6793.9755
74	10164.3734	6861.5243
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PT	NORTHING	EASTING
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DESCRIPTION PHASE III (PROPOSED):

Lots 1, 2 and 3, Block 993, PUNTA GORDA ISLES SECTION 22, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Containing 3.2154 Acres, more of less.

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Said lands situate, lying and being in Lee County, Florida.

CHARLOTTE ENGINEERING AND SURVEYING INC. 1700 El Jobean Road, Port Charlotte, Florida 33948 Phone - (813) 629-2552

19.50

4242285

OR2868 PG3859

PREPARED BY AND RETURN TO:
Robert L. Tankel, Esquire
1299 Main Street, Suite F
Dunedin, FL 34698-5333

•RECORD VERIFIED - CHARLIE GREEN, CLERK•
• BY: C. KELLER, D.C. •

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
TARPON PASS II CONDOMINIUM
AND CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
TARPON PASS II CONDOMINIUM ASSOCIATION, INC. AN EXHIBIT TO THE
DECLARATION OF CONDOMINIUM
TARPON PASS II CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium for Tarpon Pass II Condominium and the By-Laws of Tarpon Pass II Condominium Association as described in Official Records Book 2353 at Page 3190 and re-recorded at Book 2534, Page 3479 and Condominium Plat Book 20, Pages 87 thru 91 of the Public Records of Lee County, Florida, were duly approved in accordance with Article X of the By-Laws and Section 6 of the Declaration of Condominium at a duly called meeting held February 20th, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 7TH day of August, 1997, at 5000 Burnt Store Rd, Lee County, Florida.

TARPON PASS II CONDOMINIUM
ASSOCIATION, INC.

(SEAL)

By: Michael O'Sullivan
Michael O'Sullivan its _____President

ATTEST:

By: Noreen M Fretz
Noreen Fretz, its _____Secretary

AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF TARPON PASS II CONDOMINIUM AND AMENDMENT TO THE BY-LAWS OF TARPON PASS II CONDOMINIUM ASSOCIATION, INC. AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM TARPON PASS II CONDOMINIUM

1. **Section 19.2** of the Declaration is amended. The following "struck-through" text is deleted and the following underscored text is added to Section 19.2.

Section 19: Selling, Leasing and Mortgaging of Units

...

19.2 Leases. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. There shall be no more than one (1) lease per calendar month for not less than fourteen (14) days. Sub-leasing shall not be permitted. If all Assessments are paid up to date, a Unit Owner may rent or lease his Unit without further approval. However, the Unit Owner renting or leasing his Unit shall promptly notify the Association and the Management Firm ~~or~~ of each renter and the term of such rental or lease. ~~The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.~~ The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease ~~or sub-lease~~ be used by all Unit Owners ~~(including the Developer)~~ intending to rent or lease after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. ~~The provisions of this paragraph shall not be applicable to the Developer.~~

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law. The Lessor is responsible for providing a copy of the Rules and Regulations to the Lessee and any costs associated with same.

...

2. **Article II, Section 4.** of the By-Laws is amended. The following "struck-through" text is deleted and the following underscored text is added to **Article II, Section 4.**:

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

...

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and

Tarpon Pass II
Rules and Regulations

Section 1. In addition to the rules and regulations set forth in the Declaration of Condominium, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Condominium Units, common elements, limited common elements, and any other Condominium property, and also the conduct of all residents thereof. The Unit owners shall, at all times, obey said rules and regulation and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over who they exercise control and supervision. Said initial rules and regulations are as follows:

Section 2. The sidewalk, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purposed other than ingress and egress to and form the premises; no shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature by stored therein. Children shall not play or loiter upon the common elements except in such area and under the rules and regulations as determined by the Association.

Section 3. No fences shall be constructed by a Unit owner within or surrounding said Unit or the limited common elements adjoining or appurtenant to said Unit.

Section 4. The personal property of all Unit owners shall be stored within their condominium Units or in assigned storage space.

Section 5. No garbage cans, supplies, milk bottles, or other articles shall e placed on the common elements and limited common elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. If applicable, fire exits shall not be obstructed in any manner, and the limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium property nor shall clothes be hung anywhere within the Condominium property except within a Unit.

Section 6. Where applicable, no Unit owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall he sweep or throw any dirt or other substance from his Unit or limited common elements onto the common elements or any portion of the Condominium property.

Section 7. No Unit owner shall store or leave boats or trailers on the Condominium property. Refuse and bagged garbage shall be deposited only in the area provided therefore.

Section 8. Agents or employees of the Association shall not be sent off the Condominium property by any Unit owner at any time for any purpose. No Unit owner or

resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

Section 9. The parking facilities shall be used in accordance with the regulations adopted by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium property.

Section 10. No Unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit owners. No Unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

Section 11. No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. Patios of porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors of the Association, and said consent may be given as to certain Units and not given as to others.

Section 12. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board of Directors, and a Unit owner shall not place or use any item thereon or upon any portion of the common elements except with the approval and as designated by said Board.

Section 13. No cooking shall be permitted on any porch, patio or entry way nor on the limited common elements nor on the Condominium property, except in such area, if any, designated by the Board of Directors of the Association. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Condominium Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

Section 14. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

Section 15. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure.

Section 16. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors of the Association.

Section 17. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, common elements or limited common elements or other property of the Condominium or services made available to the Unit owners. A copy of any additional rules and regulations adopted form time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit owner.

Section 18. IN the event of any conflict between the rules and regulations adopted or from time to time amended and the condominium documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of the By-Laws and the Declaration of Condominium, the provisions of said Declaration of Condominium shall prevail.