

1783149

DECLARATION OF CONDOMINIUM
HIGH TIDE CONDOMINIUM

A Condominium

OFF. REC. 1718 PG 2109

This Declaration of Condominium made this 27th day of March, 1984, by WILLIAM FLATOW, Jr., and WILLIAM J. SIMMONDS as Co-trustees under the provisions of a certain unrecorded Land Trust Agreement herein called the "Developer," being the fee simple titleholders in the real property described in Exhibit "A", for themselves, their successors, grantees and assigns,

WHEREIN, the Developer makes the following declarations:

1.0 Purpose: The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided for by Chapter 718, Florida Statutes, herein called the Condominium Act.

1.1 Name and address: The name by which this condominium is to be identified is HIGH TIDE CONDOMINIUM, a condominium located on lands hereinafter described in Lee County, Florida, and its post office address is West Gulf Drive, Sanibel, Florida 33957.

1.2 The lands: The lands owned by the Developer which are hereby submitted to the condominium form of ownership are located in Section 35, Township 46 South, Range 22 East, Lee County, Florida, as fully described in Exhibit A attached hereto and by reference incorporated herein.

Condominium Plats pertaining thereto are filed in Condominium Plat Book 9, pages 40-43 which lands are herein called the "land."

2.0 Definitions: The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act, Florida Statutes, Chapter 718, as amended, unless otherwise defined or unless the context otherwise requires.

2.1 Apartment means a unit as defined by the Condominium Act.

2.2 Apartment owner means a unit owner as defined by the Condominium Act.

2.3 Association means HIGH TIDE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors.

2.4 Common elements shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association as well as the items stated in the Condominium Act.

2.5 Declaration means this Declaration of Condominium.

2.6 Limited common elements means and includes those elements which are reserved for the use of a certain apartment or apartments to the exclusion of other apartments.

This instrument prepared by:
Barry G. Seidel, Esquire
Finley, Kumble, Wagner, Heine & Underberg
Suite 1000, Flagship Bank Center
777 Brickell Ave. Miami, Fla. 33131

RECORD VERIFIED - SAL GRACE CLERK
BY G. WOKNINGER D.C.

OFF. REC. 1718 PG 2110

2.7 Common expenses include

(a) expenses of administration and expenses of maintenance operation, repair or replacement of the common elements and of the portions of apartments to be maintained by the Association;

(b) expenses declared common expenses by provisions of this Declaration or the By-Laws; and

(c) any valid charge against the condominium as a whole.

2.8 Condominium means all of the condominium property as a whole when the context so permits as well as the meaning stated in the Condominium Act.

2.9 Singular, plural, gender: Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.10 Utility services as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal, cable television or cable substitute, lighting and irrigation.

2.11 Developer means HIGH TIDE ASSOCIATES, a Florida land trust.

2.12 Common surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account and of the common elements over the amount of common expenses.

3.0 Development plan: The condominium consists of three (3) residential apartment buildings described and identified hereinafter. The maximum number of apartments shall never exceed fourteen (14) in the aggregate. All of the buildings constructed under the common plan may be referred to collectively as HIGH TIDE CONDOMINIUM. The Developer has determined that in order to maintain privacy and assure the exclusive nature of this development, the roads, other than state roads, should remain private, and therefore, the Developer is retaining title to all roads and will grant nonexclusive easements to all apartment owners for ingress and egress to the HIGH TIDE development and their apartments. The Developer reserves the right to revise and amend the development plan from time to time including the right to dedicate the private roads to the public.

3.1 Identification of units and survey: The land described in Exhibit A and the improvements thereon, together with the limited and common elements, constitute the condominium development. All floor plans, plot plans and the legends and notes thereon contained are included herein and made a part hereof by reference, and said plans have been certified in the manner required by the Condominium Act and are attached hereto as Exhibit B.

3.2 Amendment to plans:

(a) The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Developer shall make any changes in apartments so authorized, such changes shall be reflected by an amendment to the Declaration. If more than one apartment is concerned, the Developer shall apportion between the apartments the shares in the common elements which are appurtenant to the apartments concerned.

(b) Until the completion of the contemplated improvements to the condominium and the closing of all apartments' sales, the Developer specifically reserves the right, without the joinder of any person, to make amendments to this Declaration and the exhibits referred to herein or the development plan as may be required by any lender or governmental authority or as may be necessary or desirable in the Developer's judgment.

3.3 Easements: The following easements, together with the easements provided in the Condominium Act, are covenants running with the land of the condominium:

(a) Utility easements are reserved through the condominium as may be required for utility services in order adequately serve the condominium, provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

(b) Ingress and egress are reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the common elements and limited common elements and for vehicular traffic over, through and across such portions of the common elements and limited common elements as from time to time may be paved and intended for such purposes.

(c) Easements in parking areas: Easements are reserved to the owners of apartments in HIGH TIDE CONDOMINIUM for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Easements are also reserved for the construction and maintenance of water, sewer and other utility lines to serve or service the condominium.

(d) Easements of unintentional and non-negligent encroachments: If an apartment shall encroach upon any common element or limited common element, or upon any other apartment, by reason of original construction or by the nonpurposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a common element or limited common element shall encroach upon any apartment by reason of original

construction or the nonpurposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

3.4 Improvements - general description:

(a) This condominium consists of three (3) residential apartment buildings containing a total of fourteen (14) apartment units with adjacent lands as more particularly described in this Declaration. The buildings have been or will be equipped with all appurtenant electrical, plumbing, air conditioning and heating facilities as provided for in the plans and specifications described in paragraph 3.1 hereof.

(b) Other improvements: The condominium includes, but is not limited to, grounds and landscaping, easements for ingress and egress, utilities, and automobile parking areas, all of which are located on lands described in paragraph 1.2.

3.5 Apartment boundaries: Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper boundaries are the horizontal plane of the undecorated finished ceiling and/or the diagonal plane or planes of the interior ceiling.

(ii) Lower boundaries are the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries: The perimetrical boundaries of each apartment shall be the vertical planes of the undecorated finished interior of the walls bounding such apartment extended to intersections with each other and with the upper and lower boundaries, and the interior and exterior surfaces of the apartment's windows and doors that abut the exterior of the building or common areas. Such boundaries shall include any balcony serving only such apartments.

3.6 Limited common elements appurtenant to the apartments in this condominium include assigned parking spaces, if any, and air-conditioning units, condensation lines, and storage areas, if any. These limited common elements are reserved for the use of the apartments appurtenant thereto to the exclusion of other apartments, and there shall pass with title to an apartment, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant.

3.7 Common elements: The common elements include the land and all other parts of the condominium not within the individual apartments. All common elements shall be available for use by all apartment owners without discrimination, except certain common elements which are reserved to the use of a certain apartment or apartments to the exclusion of other apartments as specified in this Declaration. Such use shall be

without charge except where specifically authorized by this Declaration.

4.0 The apartments:

4.1 Condominium parcel: The condominium property is declared to contain fourteen (14) units, each of which, together with its appurtenances, constitutes a condominium parcel. Each condominium parcel will be a separate parcel of real property, the ownership of which may be in fee simple or any other estate in real property recognized by law. Each parcel shall be comprised of an apartment together with the following appurtenances:

(a) an undivided share in the common elements, including limited common elements;

(b) an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

(c) membership in the Association and an undivided share in the common surplus of the Association;

(d) the right to use, occupy and enjoy community facilities subject to the provisions of this Declaration, the By-Laws and Rules and Regulations;

(e) a copy of this Declaration together with the exhibits referred to herein:

(f) the easements described in paragraph 3.3.

4.2 Identification of apartments: There are three (3) buildings: Buildings A and B, each of which has two (2) apartments on the first floor, and two (2) apartments on the second floor, and two (2) apartments on the third floor, and Building C, which has one (1) apartment on the first floor and one (1) apartment on the second floor.

4.3 Typical apartments: There is one (1) typical apartment floor plan. Each apartment has a living-dining room, two bedrooms, two baths, a balcony and a flex area. Reference should be made to the plan which is Exhibit B.

4.4 Appurtenances to apartments: The owner of each apartment shall own a share and certain interests in the condominium which are appurtenant to such apartment, including, but not limited to, the following items which are appurtenant to the several apartments as indicated:

(a) Limited common elements, common elements and common surplus: The undivided share in the land and other common elements, including limited common elements, and in the common surplus which is appurtenant to each apartment is set forth in Exhibit C;

(b) Parking spaces and storage areas: Parking spaces and storage areas are located as shown on the plan which

is attached hereto as Exhibit B, each space shown thereon being identified by number. The Developer reserves the right to assign parking spaces and storage areas to the apartment owners and thereafter to designate such parking spaces and storage areas with the number of the corresponding apartment. Upon such assignment, such parking spaces and storage areas shall be deemed limited common areas. All unassigned parking spaces shall be deemed a part of the common elements.

4.5 Liability for common expenses or limited common expenses: Each apartment owner shall be liable for a proportionate share of the common expenses or limited common expenses, such share being the same as the undivided share in the common elements or limited common elements which is appurtenant to such apartment.

5.0 Maintenance, alteration and improvements: Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Apartments:

(a) By the Association: The Association shall maintain, repair and replace at the Association's expense:

(i) all portions of an apartment, except interior surfaces not contributing to the support of the apartment building, which portions shall include but not be limited to, the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling joists and slabs, load-bearing columns, load-bearing walls, the roof and floors;

(ii) balconies and the painting thereof;

(iii) all conduits, ducts, plumbing, wiring and other mechanical or other installations or equipment serving the common elements or more than one apartment; or

(iv) all incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) By the apartment owner: The responsibility of the apartment owner shall be as follows:

(i) to maintain, repair and replace at such owner's expense all portions of such apartment (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to, ducts, conduits, plumbing, wiring, mechanical or other installations serving the apartment, windows, window and balcony glass, exterior and interior doors, screens and associated hardware. Such maintenance, repair and replacement shall be done without disturbing the rights of other apartment owners;

(ii) to maintain, repair and replace at such owner's expense the air-conditioning and heating equipment serving such apartment, including the portion located outside of the apartment, and all appliances and fixtures located in his apartment;

(iii) not to paint or otherwise decorate or change the appearance of the exterior of the building, including his balcony; and

(iv) to report promptly to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(c) Alteration and improvements: Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building or impair any easement without first obtaining the approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Administration of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the starting of the work.

5.2 Limited common elements and common elements:

(a) Maintenance, repair and replacement: Expenses of maintenance, repair and replacement of the common elements shall be borne by the Association. Expenses of maintenance, repair and replacement relating to the interior surfaces of the limited common elements and air-conditioning units shall be borne and assessed against the individual apartment owners except for the maintenance expense of all parking spaces, which shall be considered as common elements for these purposes. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement, excluding the air-conditioning units and condensation lines, shall be treated and paid for as part of common expenses of the Association.

(b) Alteration and improvements: After the completion of the improvements included in the limited common elements and the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of limited common elements and/or the common elements without prior approval in writing of the record owners of not less than seventy-five (75) percent of the common elements. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved.

5.3 Enforcement of Maintenance: In the event that the owner of an apartment fails to maintain such apartment as required herein, or otherwise violates the provisions hereof, the Association or any other apartment owner shall have the right to proceed to a court of equity to seek compliance with the said provision; or the Association shall have the right to assess the apartment owner and the apartment for the necessary sums to put the apartment in good condition, to collect such assessments and to have a lien for the same as provided in Section 6 herein. After such assessment, the Association, its employees or agents shall have the right to enter the apartment and do the necessary work to enforce compliance with the above provision.

6.0 Assessments: The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of common expense: Each apartment owner shall be liable for the proportionate share of the common expenses and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartment owned by him.

6.2 Interest; application of payments: Assessments and installments on such assessments paid on or before ten (10) days after the day when the due shall not bear interest, but all sums not paid on or before ninety (90) days after the date when due shall bear interest at the maximum per annum rate allowed by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. Assessments not paid within ninety (90) days may be declared by the Association to be a lien on the apartment.

6.3 Lien for assessments: The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 Rental pending foreclosure: In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7.0 Association: The operation of the condominium shall be by HIGH TIDE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation: A copy of the Certificate of Incorporation and a copy of the Articles of Incorporation and amendments thereto are attached as composite Exhibit D.

7.2 The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached as Exhibit E.

7.3 Limitation upon liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the condominium, the Association shall not be laible to apartment owners for injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons.

7.4 Restraint upon separation:

(a) The undivided share in the common elements and/or limited common elements which are appurtenant to an apartment shall not be separated therefrom and shall pass with the title to the apartment whether or not separately described.

(b) A share in the common elements or limited common elements appurtenant to an apartment cannot be conveyed or encumbered except together with the apartment.

(c) The shares in the common elements or limited common elements appurtenant to apartments shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

7.5 Approval or disapproval of matters: Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting unless the joinder of all record owners is specifically required by this Declaration.

7.6 The Articles of Incorporation of the Association: As amended, these provide that the members of the Association shall be the record owners of apartments in HIGH TIDE Condominium.

8.0 Insurance: The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1 Authority to purchase; Named insured: All insurance policies upon the condominium property shall be purchased by the Association. The name insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their respective mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense for their personal property and other risks.

8.2 Coverage:

(a) Casualty: All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs; all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Administration for the Association. Such coverage shall afford protection against the following:

(i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public liability: In such amounts and with such coverage as shall be required by the Board of Administration of the Association and with cross-liability endorsement to cover

liabilities of the apartment owners jointly and severally and the Association.

(c) Workmen's compensation policy to meet the requirements of Florida law.

(d) Such other insurance as the Board of Administration of the Association shall from time to time determine to be desirable or necessary.

8.3 Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 Insurance Trustee; Shares of proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their respective mortgagees and their interests may appear, and shall provide that all proceeds covering property losses, other than personal property of an apartment owner, shall be paid to a bank or corporation in Lee County, Florida with trust powers as may be designated as insurance trustee by the Board of Administration of the Association, which trustee is referred to in this instrument as the Insurance Trustee. In the event that the Board of Administration is unable to agree upon an Insurance Trustee, the President of the Association shall become the Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or sufficiency of policies or the coverage provided therein nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such insurance proceeds as are paid and hold such proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the apartment owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements: Proceeds on account of damage to common elements -- an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to such owner's apartment.

(b) Limited common elements: Proceeds on account of damage to limited common elements -- an undivided share for each apartment owner, such share being the same as the undivided share in the limited common elements appurtenant to such owner's apartment.

(c) Apartments: Proceeds on account of damage to apartments shall be held in the following undivided shares:

(i) When the building is to be restored -- For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored -- An undivided share for each apartment owner in such building, such share being proportionate to such owner's undivided share in the common elements appurtenant to such owner's apartment as such share relates to the said building and as determined in accordance with such proportions by the Association.

(d) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner as such owner's interests may appear, provided, however, that 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 distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration, provided, however, that the provisions of this subparagraph 8.4(d) shall not be applicable to Savers Federal Savings and Loan Association, Mortgagee under the terms of a certain mortgage fully described in the Consent of Mortgagee to this Declaration.

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

(a) Expense of the trust: All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such repairs or reconstruction as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair: If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificates: In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and such owner's respective shares of the distribution.

8.6 Association as agent: The Association is irrevocably appointed as the agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, provided that this paragraph 8.6 shall not be applicable to Savers Federal Savings and Loan Association, Mortgagee under that certain mortgage described in Consent of Mortgagee attached to this Declaration.

9.0 Reconstruction or repair after casualty:

9.1 Determination to reconstruct or repair: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element and limited common element: If the damaged improvement is a common element or a limited common element, the damaged property shall be reconstructed or repaired unless not less than seventy-five (75) percent of the entire membership in the Association agree that it shall not be reconstructed or repaired, or it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment building:

(i) Lesser damage -- If the damaged improvement is one of the apartment buildings, and if fifty (50) percent of said building is found by the Board of Administration of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(ii) Major damage -- If the damaged improvement is one of the apartment buildings and if fifty (50) percent of said building is found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired, and the condominium ownership of such owners will be terminated without agreement upon payment of insurance proceeds as elsewhere provided unless within sixty (60) days after the casualty the owners of seventy-five (75) percent of the apartment units in the said building so affected agree in writing to such reconstruction or repair. In the event of such termination, the owners so affected shall, at the election of the Association, convey their remaining interest in the condominium either to the Association or to the remaining owners in the condominium.

(c) Certificate: The Insurance Trustee 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.

9.2 Plans and specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, portions of which are attached as exhibits, or if not, then according to plans and specifications approved by the Board of Administration of the Association, and if the damaged property is an apartment building, by the owners of not less than seventy-five (75) percent of the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility: If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, said proceeds are insufficient, assessments shall be made against the apartment owners, in the case of damage to limited common elements and common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the costs of reconstruction and repair of their respective apartments. Such assessments on account of damage to limited common elements and common elements shall be in proportion to the owner's share in the common elements.

9.6 Construction funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association: If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$100,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of construction and repair in the following manner and order:

(i) Association -- lesser damage: If the amount of the estimated costs of construction and repair that is the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a mortgagee that 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 for the reconstruction and repair of major damage.

(ii) Association -- major damage: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such

costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Apartment owner: That portion of insurance proceeds representing damage to property; the reconstruction or repair of which is the responsibility of an apartment owner, shall be disbursed to that apartment owner, or, if there is a mortgagee endorsement as to that apartment, then to the apartment owner and the mortgagee, jointly, who may use such proceeds as they may be advised.

(iv) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; provided, however, that the part of a distribution to a beneficial owner that represents assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment 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 upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee, nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a mortgagee is required in this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner, and further provided that when the Association or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

10.0 Use restrictions: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the apartment buildings in useful condition exist upon the land, and these restrictions shall be covenants running with the land of the condominium.

10.1 Apartments: Each of the apartments that are a part of the condominium shall be occupied only by one family, its servants and guests as a residence and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration of Condominium to show the changes in the apartments to be affected.

10.2 Common elements and limited common elements: The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3 Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of such owner's apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4 Lawful use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Leasing:

(a) Entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented except as a part of an apartment or to another apartment owner unless such rooms were designated for separate rental.

(b) An apartment owner may lease or rent his apartment for periods of no less than thirty (30) days at a time.

10.6 Regulations: Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.7 Proviso: Provided, however, that until the Developer has completed all of the contemplated improvements and delivered title to all of the apartments in the condominium, neither the apartment owners nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

11.0 Maintenance of community interest: In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartment, the transfer of apartments by any owner other than the Developer or by an owner to the Developer shall be subject to the following

provisions so long as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe.

11.1 Transfer subject to approval:

(a) Sale: No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to another apartment owner whose apartment is governed by the Association.

(b) Gift: If any apartment owner shall acquire his title by gift, the continuance of his ownership of such apartment shall be subject to the approval of the Association.

(c) Devise or inheritance: If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of such apartment shall be subject to the approval of the Association.

(d) Other transfers: If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such apartment shall be subject to the approval of the Association.

11.2 Approval by Association: The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association:

(i) Sale: An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser for the apartment if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(ii) Gift, devise or inheritance; Other transfers: An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owners as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(iii) Failure to give notice: If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of approval:

(i) Sale: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certification executed by the president and secretary of the Association which shall be recorded in the public records of Lee County, Florida at the expense of the purchaser.

(ii) Gift, devise or inheritance; Other transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of such apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Lee County, Florida at the expense of the apartment owner.

(c) Approval of corporate owner or purchaser: Inasmuch as the apartment may be used only for residential purposes and a corporation or other entity cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation or other entity, the approval of ownership by the corporation or other entity may be conditioned by requiring that all persons occupying the apartment from time to time be approved by the Association.

11.3 Disapproval by Association: If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale: If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(i) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by the arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be stored equally by the purchaser and the Association.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase

or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(iv) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval of the proposed transaction, it shall be deemed to have been approved and the Association shall furnish a certificate of approval, as elsewhere provided, which shall be recorded in the public records of Lee County, Florida at the expense of the purchaser.

(b) Gift, devise or inheritance; Other transfers:
If the apartment owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be shared equally by the purchaser and the Association.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within ten (10) days following the determination of the sales price.

(iv) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Lee County, Florida at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval of the proposed transaction, it shall be deemed to have been approved and the Association shall furnish a certificate of approval, as elsewhere provided, which shall be recorded in the public records of Lee County, Florida at the expense of the apartment owner.

11.4 Mortgagees' liabilities for common expenses. Where the mortgagee of the first mortgage of record, or the purchaser or purchasers of an apartment obtains title to the condominium parcel or unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such apartment or chargeable to former owner of such apartment which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of apartments, including a successor or assign of the mortgagee. The waiver of liability granted herein for the payment of past due common expenses and assessments shall not apply to an owner who takes back a purchase money mortgage.

11.5 Exceptions: The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a person or entity that acquires title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns or through foreclosure proceedings, nor shall such provisions apply to a transfer or sale or lease by a person or entity that so acquires title. Neither shall such provision require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Unauthorized transactions: Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.0 Compliance and default: Each apartment owner shall be governed by and shall comply with the terms of this Declaration, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

12.1 Negligence: An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered 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 that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the limited common elements and common elements by the apartment owner.

12.2 Costs and attorneys' fees: In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of this Declaration, Articles of Incorporation of the Association, the By-Laws or

the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

12.3 No waiver of rights: The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

13.0 Amendments: Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

13.1 Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2 Members voting: Each unit owner shall be a Member of the Association and in any meeting of Members, shall be entitled to one (1) vote for each unit owned; provided, however, in the case of co-owner, the co-owners collectively shall be entitled to one (1) vote for the unit.

(a) If a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(b) Votes may be cast in person or by written proxy given to another unit owner. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary before the appointed time of a meeting. The Board of Administration may, from time to time, prescribe a form of proxy.

13.3 A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Administration of the Association or by the members of the Association entitled to cast at least ten (10) percent of the votes of the Association. Directors and members not present in

person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than two-thirds of the entire membership of the Board of Administration and by not less than two-thirds of the votes of the entire membership of the Association; or

(b) not less than seventy-five (75) percent of the votes of the entire membership of the Association; or

(c) until the first member's meeting, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

13.4 Proviso: Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent, and no amendment shall change any apartment or the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses unless the record owner of the apartment concerned and all record owners of mortgages of such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" or paragraphs 11.4, 11.5, 11.6, and 11.7 unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

13.5 Execution and recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the same formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Lee County, Florida.

14.0 Termination: The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

14.1 Destruction: If it is determined in the manner elsewhere provided that an apartment building shall not be reconstructed because of major damage, the condominium plan of ownership as to such building will be terminated without agreement.

14.2 Agreement: The condominium may be terminated at any time by approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75) percent of the common elements, and of the record owners of all mortgages upon the apartments, is obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending sixty (60) days from the date of

such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option: The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price: The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisal of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment: The purchase price shall be paid in cash.

(d) Closing: The sale shall be closed within ten (10) days following the determination of the sale price.

14.3 Certificate: The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Lee County, Florida.

14.4 Shares of owners after termination: After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements and limited common elements appurtenant to the owner's apartments prior to the termination.

14.5 Amendment: This action concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

15.0 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 Articles of Incorporation, By-Laws or the Rules and Regulations of the Association shall not affect the validity of the remaining portions.

16.0 Time share estates: No time share estate shall be created with respect to any apartment.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OFF.
REC. 1718 PG2131

As to William Flatow, Jr.:

Sandra A. Wilcox
Susan Boyer

William Flatow, Jr.
William Flatow, Jr., Co-Trustee
as aforesaid

As to William J. Simmonds:

Sandra A. Wilcox
Susan Boyer

William J. Simmonds
William J. Simmonds, Co-trustee
as aforesaid

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

BEFORE ME, the undersigned authority, this day personally appeared WILLIAM FLATOW, Jr., as Co-trustee under the provisions of a certain unrecorded Land Trust Agreement and to me well known to be such trustee of said land trust, and he acknowledged before me that he executed the foregoing Declaration of Condominium freely and voluntarily for the uses and purposes therein mentioned and intended and with full and specific authority of the said land trust in that behalf.

WITNESS my hand and official seal this 27th day
of March, 1984.

Julie Anne Healy
Notary Public, State of Florida

My Commission Expires: AT LARGE
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 21, 1987
BONDED THRU GENERAL INSURANCE UND.

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

BEFORE ME, the undersigned authority, this day personally appeared WILLIAM J. SIMMONDS as Co-trustee under the provisions of a certain unrecorded Land Trust Agreement and to me well known to be such trustee of said land trust, and he acknowledged before me that he executed the foregoing Declaration of Condominium freely and voluntarily for the uses and purposes therein mentioned and intended and with full and specific authority of the said land trust in that behalf.

WITNESS my hand and official seal this 27th day
of March, 1984.

Julie Anne Healy
Notary Public, State of Florida

My Commission Expires: AT LARGE
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 21, 1987
BONDED THRU GENERAL INSURANCE UND.

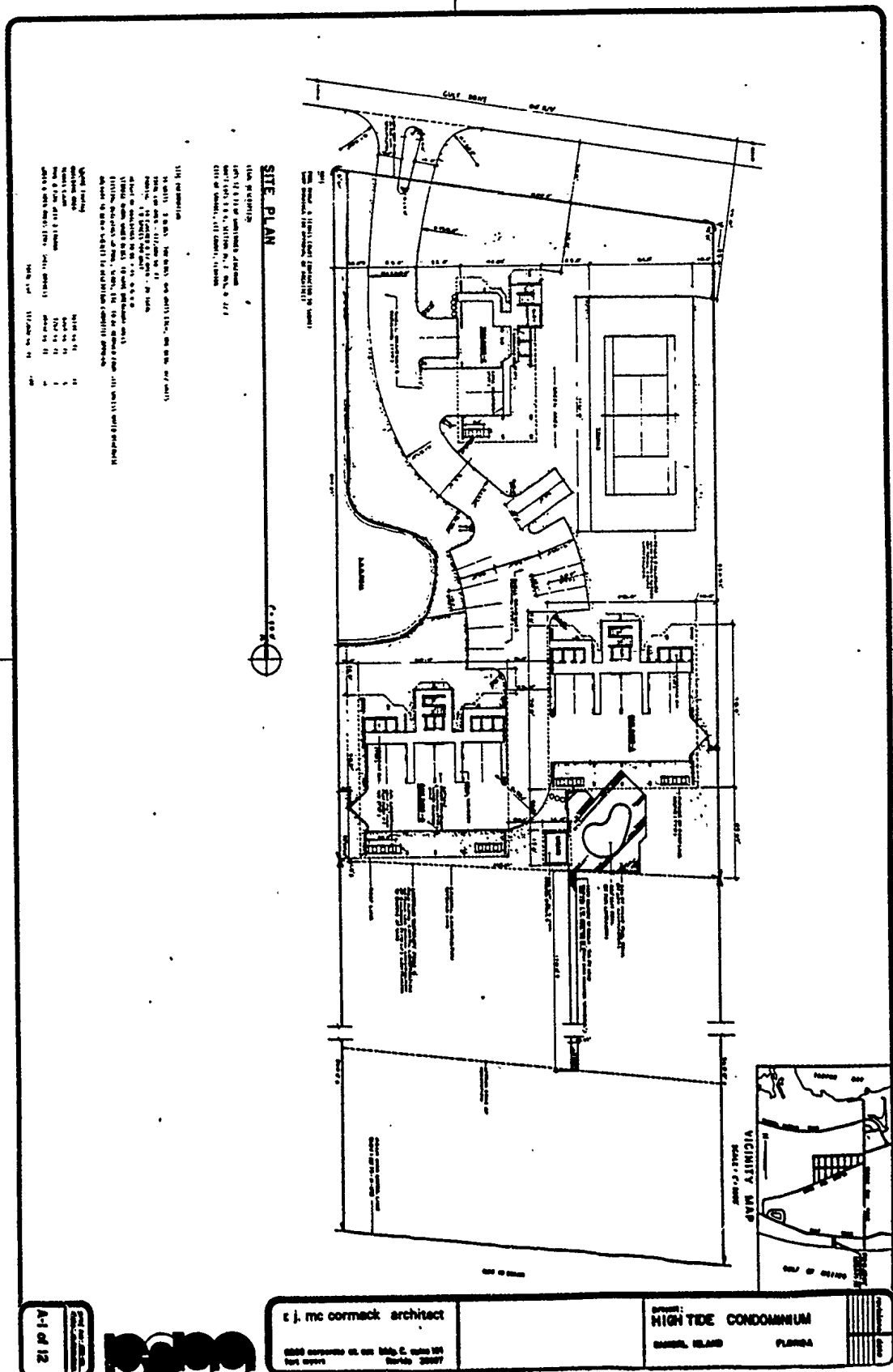
EXHIBIT "A"
to
DeclarationDESCRIPTION OF REAL PROPERTY

A tract or parcel of land lying in Government Lot 3 and 4, Section 35, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which tract or parcel is described as follows:

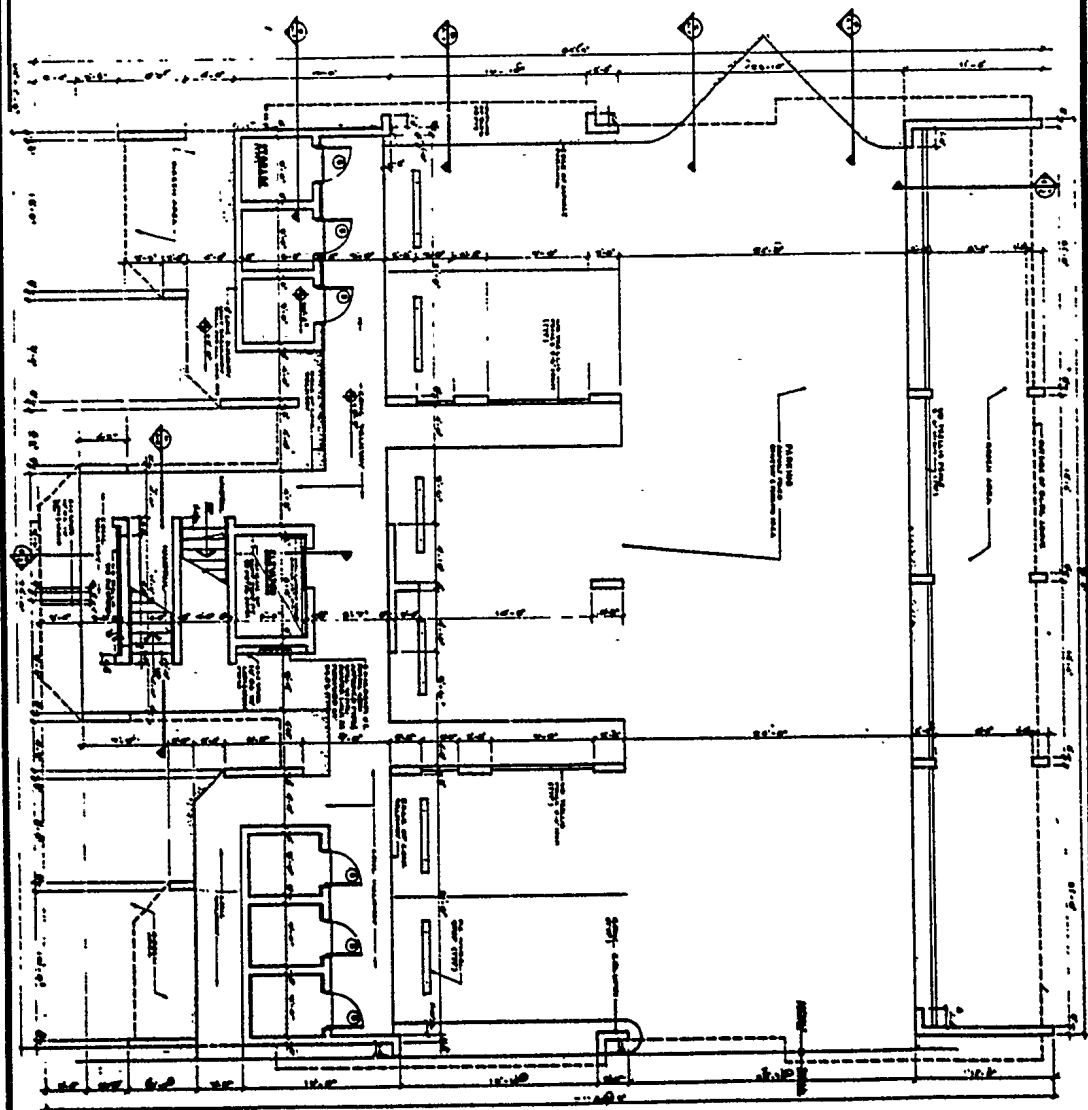
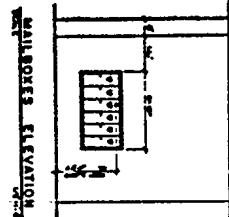
From the concrete monument marking the northwest corner of said Section 35 run southerly along the west line of said Section for 1334 feet to a concrete monument marking the intersection with a southerly line of Gulf Drive (80 feet wide); thence deflect $81^{\circ} 30'$ to the left and run southeasterly along the southerly line of Gulf Drive for 1115.00 feet to a concrete post and the point of beginning of the herein described parcel.

From said point of beginning continue southeasterly along said southerly line of Gulf Drive for 200.0 feet to a concrete monument; thence deflect $81^{\circ} 30'$ to the right and run southerly parallel with the west line of said Section for 586 feet more or less to the waters of the Gulf of Mexico; thence run westerly along said waters for 200 feet more or less to an intersection with a line parallel with said west line of Section 35 passing through the point of beginning; thence run northerly along said parallel line for 605 feet more or less to the point of beginning, together with all naturally accreted land lying waterward of the above-described real property.

OFF. REC. 1718 PG 2133



GROUND FLOOR PLAN (SHEET 1 OF 3)



6-8-81



E. J. Mc Cormack Architect

6010 Corporate Ct. Ste. 100, C. 100, 100
Fort Myers, Florida 33907

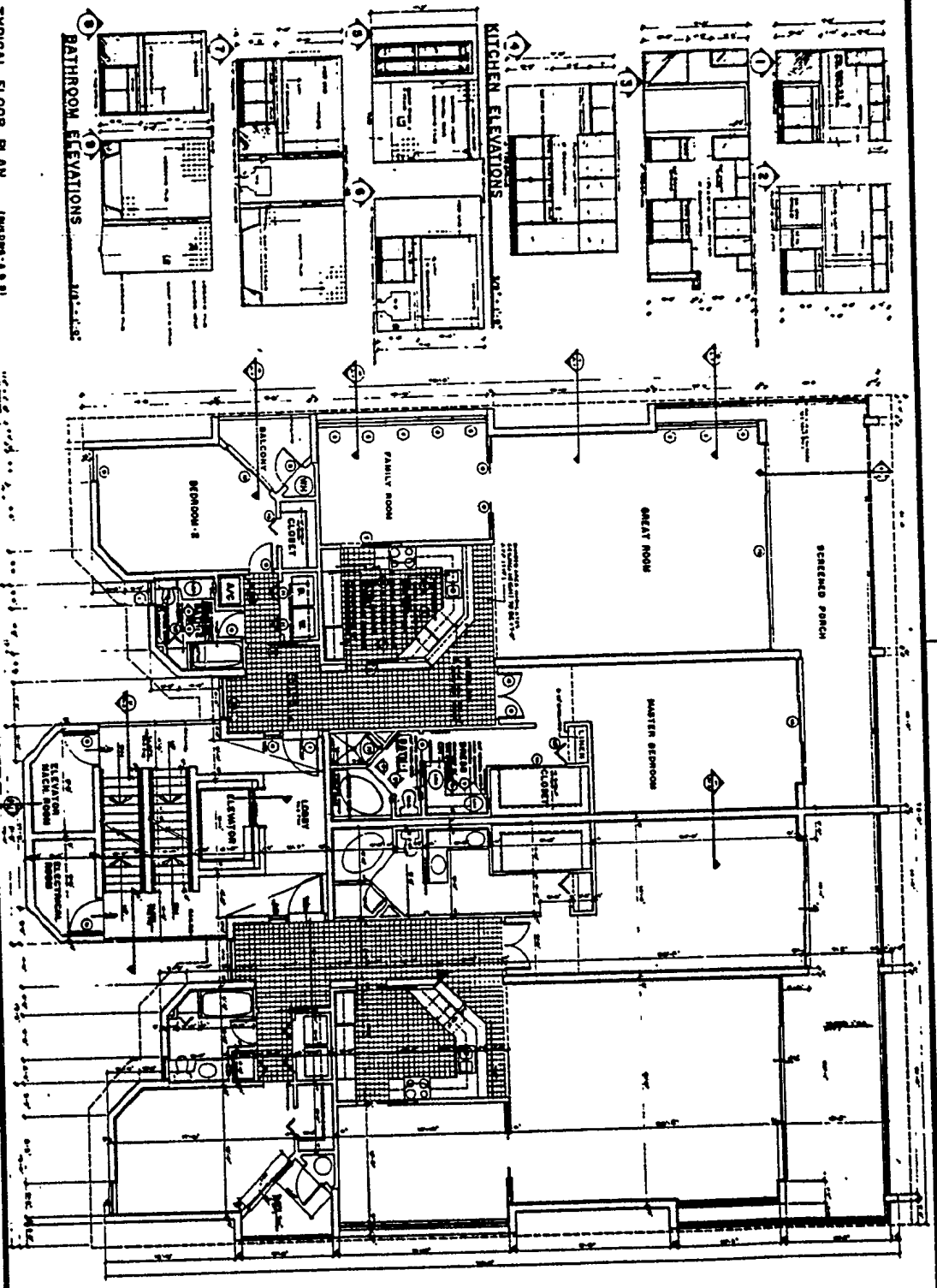
Project: HIGH TIDE CONDOMINIUM

MIAMI BEACH, FLORIDA

TYPICAL FLOOR PLAN (INCHES - 1/8" = 1'-0")

BATHROOM ELEVATIONS 10'-0" x 6'-0"

KITCHEN ELEVATIONS 10'-0" x 6'-0"



4-8-012



e. j. mc cormack architect
6000 SW 10th St. Ste. 100, Ft. Myers, Florida 33907

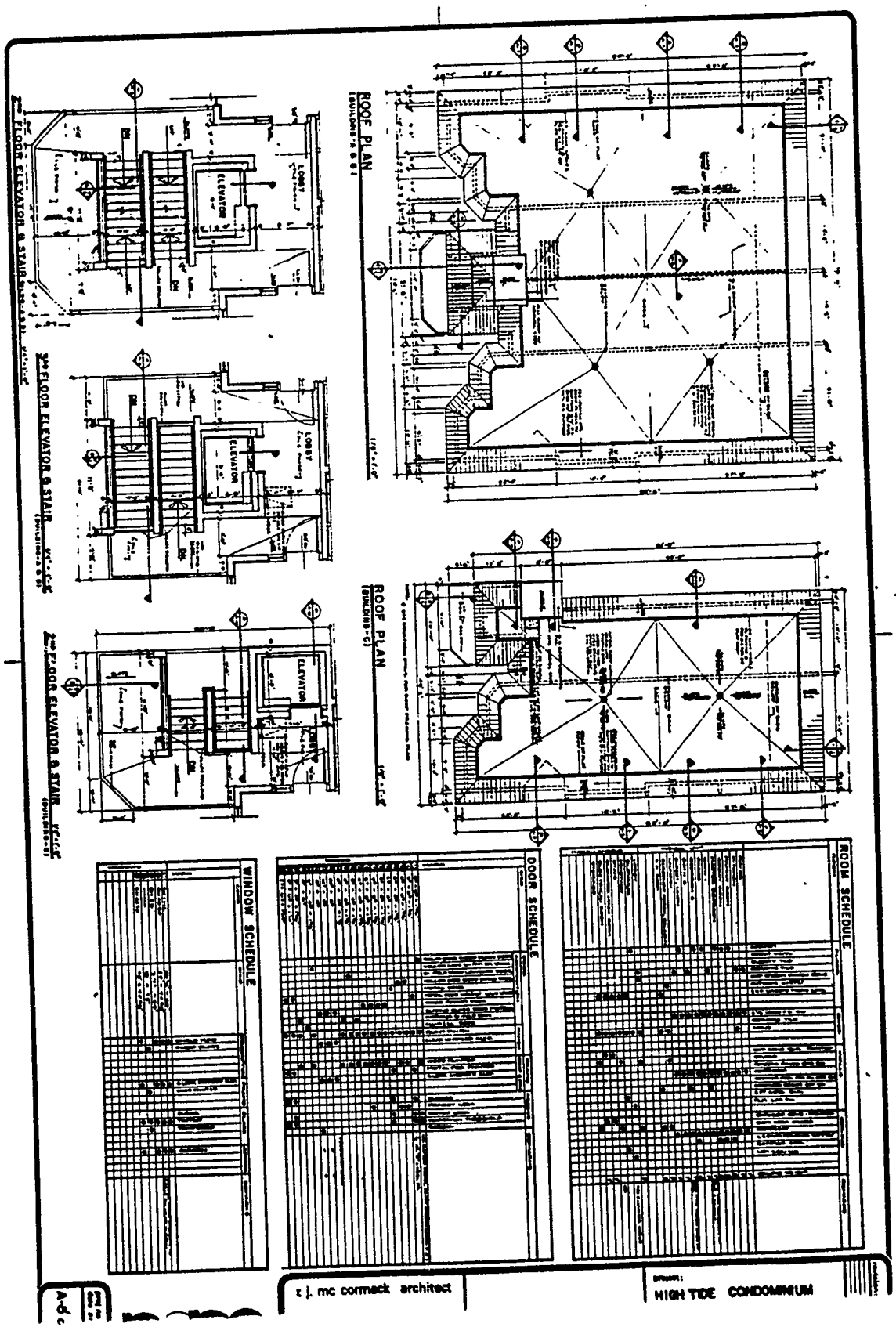
project:
HIGH TIDE CONDOMINIUM
DADE COUNTY, FLORIDA



j. mc cormack architect

6025 Corporate Ct. NW Bldg. C. Suite 101
Fort Myers Florida 33907

project:
NIGHTIDE CONDOMINIUM
MIAMI BEACH FLORIDA

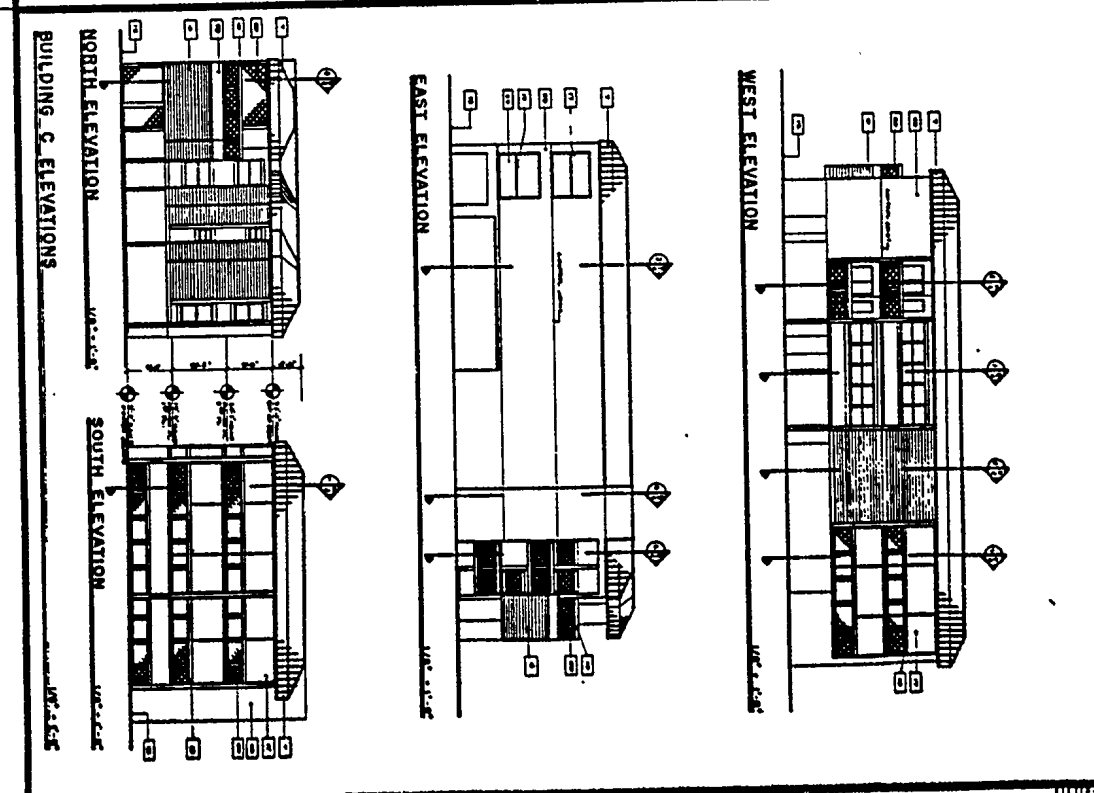
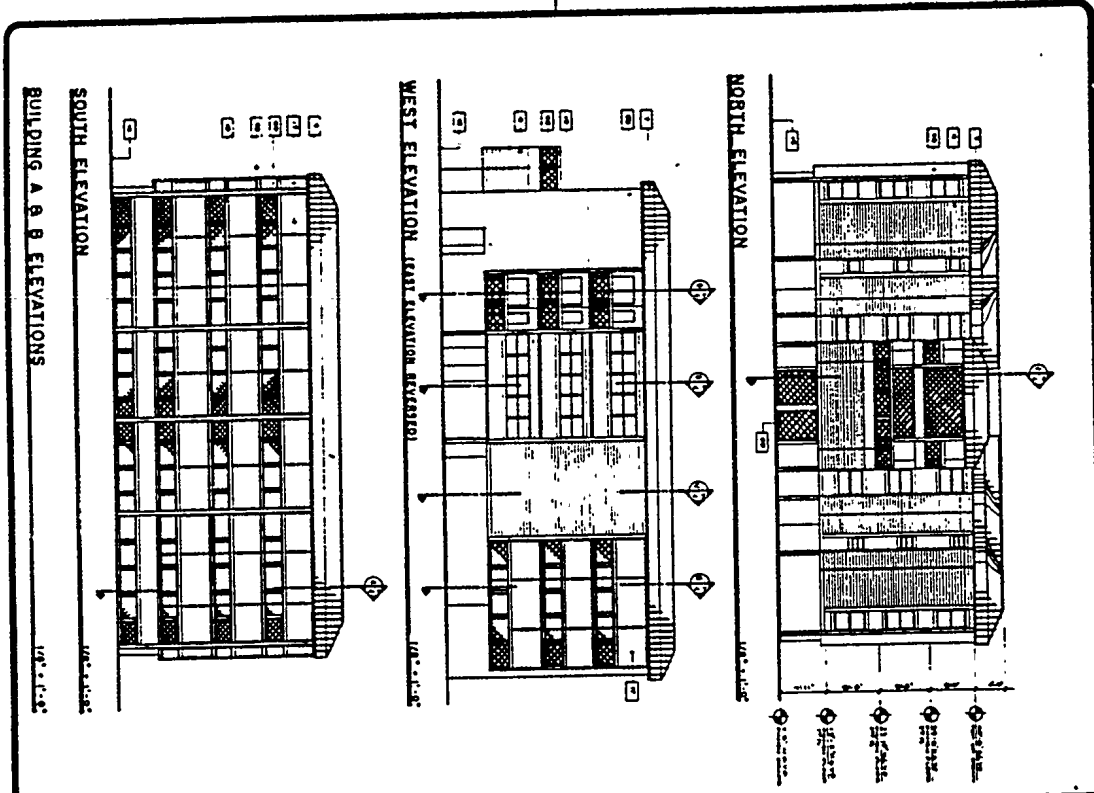



c. j. mc cormack architect

Project: HIGH TIDE CONDOMINIUM

A-6-c

OFF. REC. 1718 FG2138



	c. j. mc cormack architect <small>6000 UNIVERSITY BLVD. SUITE 100 FORT MYERS, FLORIDA 33907</small>		PROJECT: NIGHT TEE CONDOMINIUM <small>PHASE 1, 2 & 3</small>	
	A-6-612		FLORIDA	



Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

SECTION

Ref: 01-4

SECTION 11.11

SECTION 11.10

SECTION 25.162

SECTION W.C.

1997 no. 22
 date: 01-11-97
 A-7 of 12

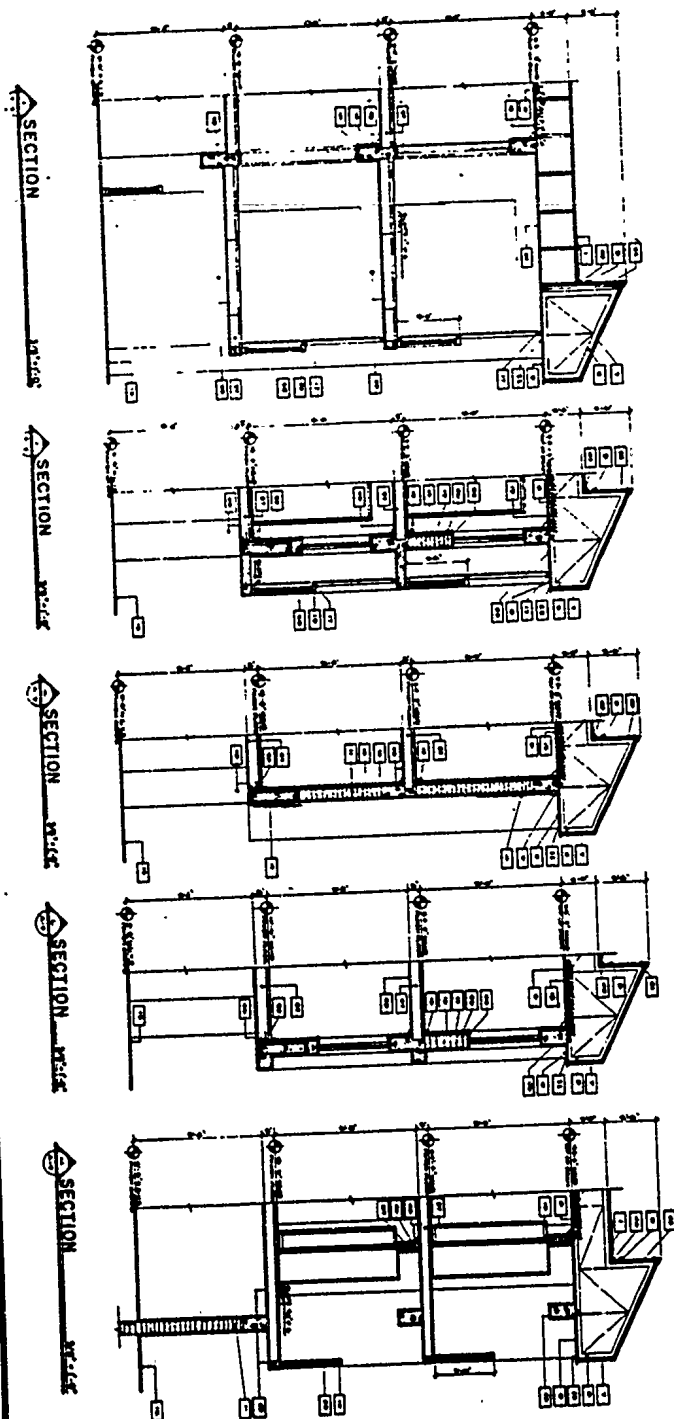
e j. mc cormack architect

2000 CORPORATE GOV. IND. C. 2000 101
101 2000 2000 2000

Project:
NINTIDE CONDOMINIUM
UNIT: 1501 FLOOR: 15

RECORDED MEMO.

Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

[illegible]

e j. mc cormack architect

6200 Corporate Ct. NW
Fort Myers Florida 33907

project:
HIGH TIDE CONDOMINIUM
DADE COUNTY, FLORIDA

FLORIDA

OFF. REC. 1718 PG 2141

SURVEYOR'S CERTIFICATE
HIGH TIDE CONDOMINIUM, BUILDING B

I have examined the Declaration of Condominium and attached exhibits, including the "Plot Plan" of HIGH TIDE CONDOMINIUM, BUILDING B, and certify that the construction of the improvements described are substantially complete so that such material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements described and that there can be determined from these materials the identification, the relative location and the dimensions of the common elements and of each unit.

DONE this 20th day of March, 1984.

By Lester L. Bulson
Professional Land Surveyor No. 1965

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Lester L. Bulson of Johnson Engineering, Inc. to me well known to be the person described in and who executed the above and foregoing Surveyor's Certificate, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS my hand and official seal at Fort Myers, Lee County, Florida this 20th day of March, 1984.

Mary Lu Musial
Notary Public

(NOTARY'S SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 17 1985
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDERS MEMO.

Legality of Writing, Typing or Printing Unsatisfactory in This Document When Received.

LOTS 12 AND 13 OF

GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 46 SOUTH, RANGE 22 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

40 30 20 10 0 40
SCALE 1"=40'



The understanding, being a Registered Surveyor authorized to practice in the State of Florida, does certify that he has examined the Declaration of Condominium and attached exhibits, including the Plat Version of High Tide Condominium, and hereby certifies that the contents are complete including all unit/interior as building, finished areas to the units and to the common elements, facilities, so that such material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements described and that there can be determined from these materials the identification, the relative location and dimensions of the common elements and of each unit.

DONE this 28TH day of MARCH - - - . 1964

John J. Hall
Professional Land Surveyor
Florida Certificate No. 1015

A tract or parcel of land lying in Government Lots 3 and 4, Section 35, Township 16 South, Range 27 East, City of St. Louis, Missouri, Florida, which tract or parcel is described as follows: Beginning at the corner of the corner 35th and 36th streets, southwesterly along the west line of said section for 135th feet to a concrete monument marking the intersection with the southerly line of Golf Drive, 80 feet wide, thence deflect 81° 30' to the left and run 100.00 feet easterly along said southerly line 80 feet to the corner of said section, and the point of beginning of the tract so described parcel.

From said Point of Beginning continue southeasterly along said southerly line of Golf Drive for 300.00 feet to a concrete monument, thence deflect 81° 30' to the left and run 156.75 feet westerly to the west line of said section 35th and 36th streets, and then southeasterly along said west line of Section 35 passing through the line for 200 feet more or less to an intersection with the line parallel with said west line of Section 35 passing through the line for 200 feet more or less to the Point of Beginning.

WITNESSETH, that I, the undersigned, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original record of said record.

SUBSCRIBED as an assessor to Lee County Electric Cooperative, Inc. as described in Official record book 783 at page 831 of the Public Records of Lee County.

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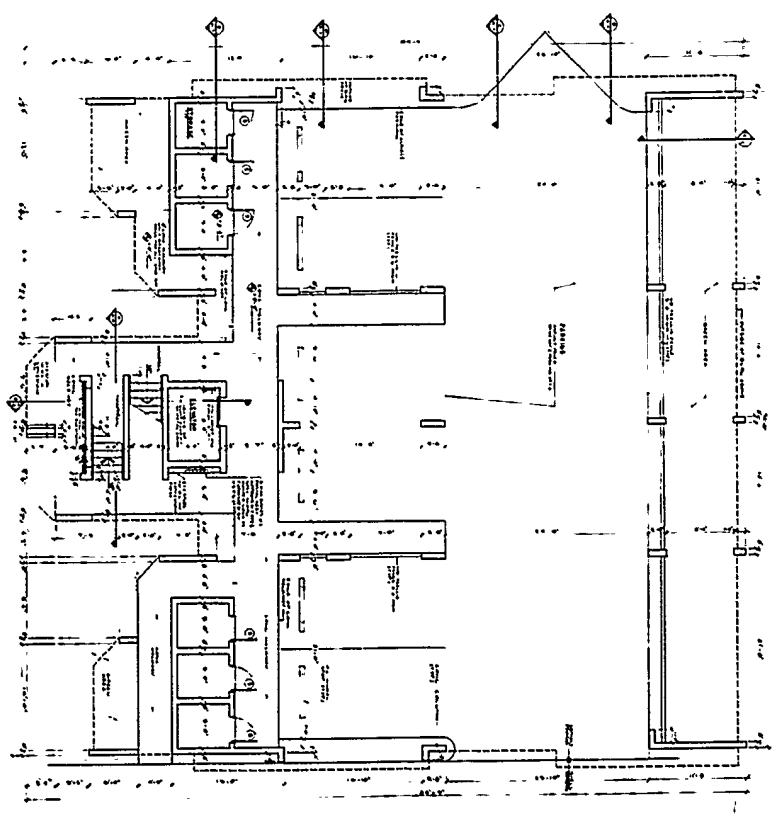
OFF. REC. 1718 PG 2143

HIGH TIDE, CONDOMINIUM

SHEET 2 of 4

CONDOMINIUM PLATBOOK PAGE

SCALE 1/8" = 1'-0"



GROUND FLOOR PLAN

BUILDINGS A & B

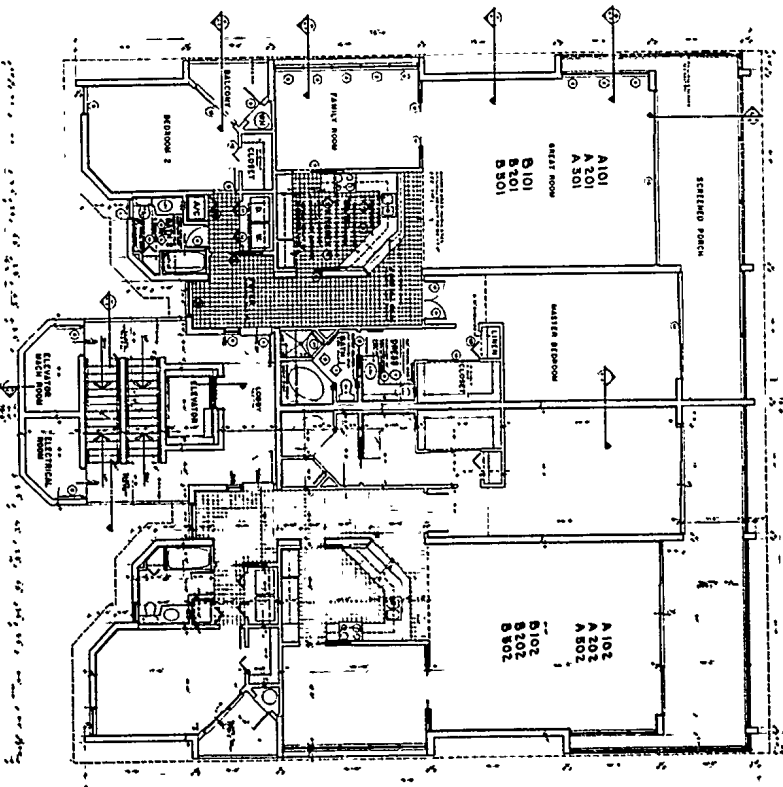
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HIGH TIDE, CONDOMINIUM

SCALE 1/8" = 1'-0"



TYPICAL FLOOR PLAN 1,2&3

BUILDINGS A & B

SHEET 3 of 4

CONDOMINIUM PLATBOOK PAGE

Building A El. 44.444
Building B El. 44.444
1st FLOOR
Building A El. 44.444
Building B El. 44.444
2nd FLOOR
Building A El. 44.444
Building B El. 44.444
3rd FLOOR
Building A El. 44.444
Building B El. 44.444
4th FLOOR
Building A El. 44.444
Building B El. 44.444
5th FLOOR
Building A El. 44.444
Building B El. 44.444

ELEVATION

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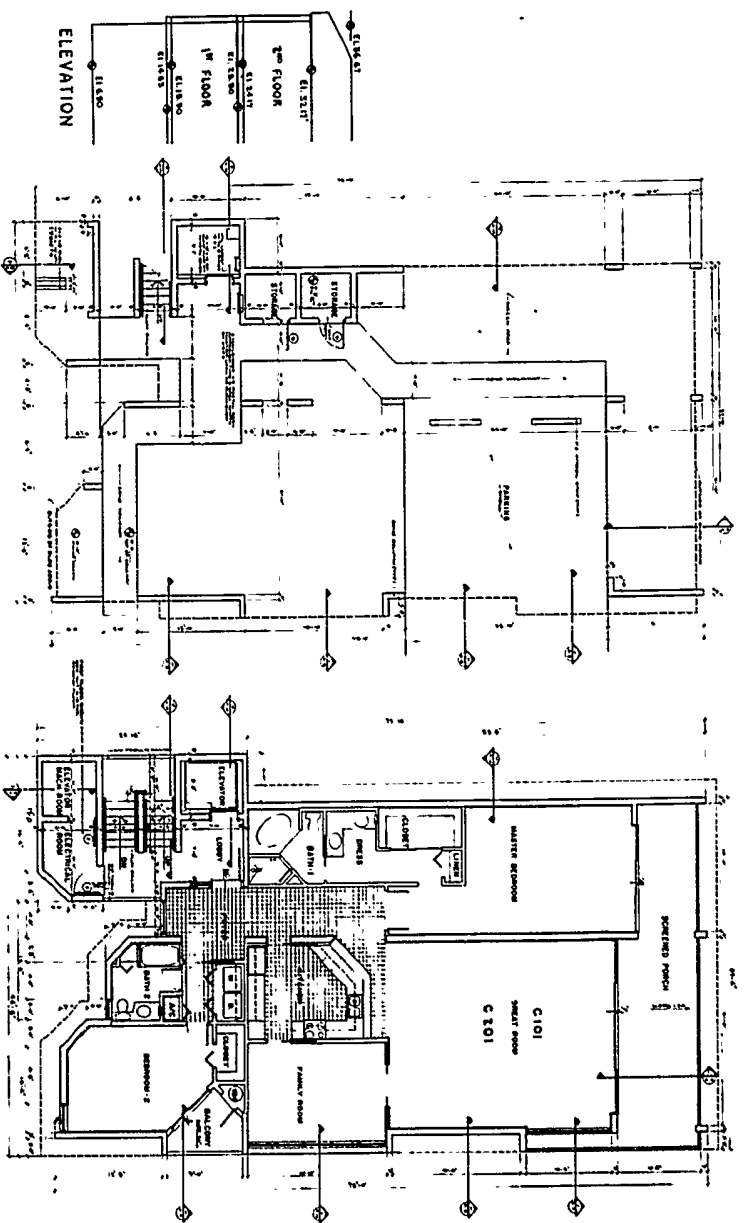
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HIGH TIDE, CONDOMINIUM

SHEET 4 of 4

CONDOMINIUM PLATBOOK PAGE

SCALE 1/4" = 1'



GROUND FLOOR PLAN

TYPICAL FLOOR PLAN 1B2

BUILDING C

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OWNERSHIP INTEREST IN COMMON ELEMENTS AND COMMON
SURPLUS AND LIABILITY FOR COMMON EXPENSES

OFF. REC. 1718 PG 2146

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>PERCENTAGE OF EXPENSE</u>
A 101	1/14	1/14
A 102	1/14	1/14
A 201	1/14	1/14
A 202	1/14	1/14
A 301	1/14	1/14
A 302	1/14	1/14
B 101	1/14	1/14
B 102	1/14	1/14
B 201	1/14	1/14
B 202	1/14	1/14
B 301	1/14	1/14
B 302	1/14	1/14
C 101	1/14	1/14
C 201	1/14	1/14

EXHIBIT "C"
to
Declaration

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EXHIBIT "D"
to
Declaration

State of Florida



Department of State

REF. 1718 PG 2147
REC.

I certify that the attached is a true and correct copy of the Articles of Incorporation of HIGH TIDE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 7, 1983, as shown by the records of this office.

The charter number of this corporation is N00222.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of December, 1983.

George Firestone
Secretary of State

CER-101

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ARTICLES OF INCORPORATION
OF
HIGH TIDE CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, with other persons being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I

NAME

The name of this corporation shall be HIGH TIDE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "Association".

ARTICLE II

PURPOSE

The Association has been organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the corporation is organized is to provide an entity responsible for the operation of a condominium in Lee County, Florida, known as HIGH TIDE, A CONDOMINIUM, hereinafter referred to as the "Condominium". The Declaration of Condominium and any amendments thereto, whereby said Condominium has or will be created, is herein called the "Declaration".

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute all the record owners of residential condominium units in the Condominium. After receiving the approval of a unit owner and the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

Section 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to his condominium unit.

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Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE IV

CORPORATE EXISTENCE AND TERM

The Association commenced upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida, and the term of the Association shall be perpetual.

ARTICLE V

DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Administration. The directors and officers may lawfully and properly exercise the powers set forth in Article XI, Sections 3, 4 and 5, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI

BOARD OF ADMINISTRATION

Section 1. The business affairs of this corporation shall be managed by the Board of Administration.

Section 2. This corporation shall have five (5) members of the board initially. The number of directors may be changed from time to time as provided by the Bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws.

Section 4. The first election of directors shall be held at the time one unit owner other than the developer owns a unit in the Condominium that will ultimately be operated by the Association. The directors named in these articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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Section 5. Directors need not be members of the Association.

Section 6. The names and addresses of the initial Board of Administration are as follows:

<u>Name</u>	<u>Class</u>	<u>Addresses</u>
Jeffrey J. Milton	1	1120 Connecticut Avenue Washington, DC 20036
John J. Naumann	2	1149 Periwinkle Way Sanibel Island, FL 33957
William Flatow, Jr.	3	Sundail Beach and Tennis Club 1246 Gulf Drive Sanibel Island, FL 33957
William J. Simmonds	3	77 Nelson Street Auburn, NY 13021

ARTICLE VII

OFFICERS

Section 1. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer. The same person may hold the offices of the Secretary and Treasurer simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association are as follows:

<u>Office</u>	<u>Name</u>
President	William Flatow, Jr.
Vice-President	William J. Simmonds
Secretary	Jeffrey J. Milton
Treasurer	William Flatow, Jr.

Section 3. The officers must be members of the Association and shall be elected by the Board of Administration at its annual meeting of the members of the Association and shall serve at the pleasure of the Board of Administration.

Section 4. The officers shall have such duties, responsibilities and powers as provided in the Bylaws and by Chapter 718, Florida Statutes.

ARTICLE VIII

BY-LAWS

The membership shall adopt Bylaws for the Association at the first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional Bylaws or alterations or rescission of the first Bylaws shall be enacted by a majority vote of the members of the Association.

ARTICLE IX

AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than the majority of the entire membership of the Board of Administration and a majority of the members of the Association, or by not less than the unanimous vote of the entire membership of the Association. Any amendment to these Articles will be voted upon only after notice of any meeting as required by the Bylaws of the Association.

ARTICLE XI

POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All of the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leasehold, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf course, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

Sections 4. To contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. Provided, however, that any such contract shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents.

Sections 5. To enter into a maintenance agreement with other condominiums to provide for acquisition, maintenance, replacement and repair of facilities to be used jointly.

Sections 6. To acquire by purchase or otherwise, condominium units of the condominium subject, nevertheless, to the provisions of the Declaration and or Bylaws relative thereto.

Sections 7. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

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ARTICLE XII .

OFF. REC. 1718 PG 2152

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

John J. Naumann
1149 Periwinkle Way
Sanibel Island, Florida 33957

Lilliana Torreh-Bayouth
Suite 1000
77 Brickel Avenue
Miami, Florida 33131

RECORDERS MEMO.

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OFF. REC. 1718 PG 2153

Jeffrey J. Milton
1120 Connecticut Avenue
Washington, DC 20036

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof, we have-hereunto set our hands and seals on this 18th day of November, 1983.



JOHN J. NAUMANN


JEFFREY J. MILTON


LILLIANA TORREH-BAYOUTH

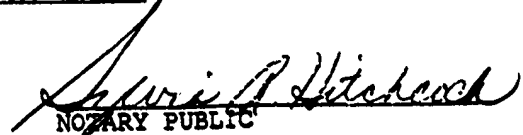
STATE OF FLORIDA
COUNTY OF ~~DADE~~ LEE 

The foregoing Articles of Incorporation were acknowledged before me this Eighteenth date of November, 1983, by JOHN NAUMANN and JEFFREY J. MILTON.


NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 21, 1987
BONDED THRU GENERAL INSURANCE UND
STATE OF FLORIDA) SS:
COUNTY OF DADE)

The foregoing Articles of Incorporation were acknowledged before me this 18th date of November, 1983, by LILLIANA TORREH-BAYOUTH.


NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 25 1985
~~BONDED THRU GENERAL INS, UNDERWRITERS~~

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OFF. REC. 1718 PG 2154

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

HIGH TIDE CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at 1149 Periwinkle Drive, Sanibel, Florida 33957 has named JOHN J. NAUMANN, 1149 Periwinkle Way, Sanibel Island, Florida 33957, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


JOHN J. NAUMANN

RECORDERS MEMO.

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EXHIBIT "E"
to
Declaration

BYLAWS
OF
HIGH TIDE CONDOMINIUM ASSOCIATION, INC.
A Florida Nonprofit Corporation

OFF. REC. 1718 PG 2155

ARTICLE I

GENERAL

Section 1 - The Name. The name of the nonprofit corporation shall be HIGH TIDE CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be 1146 Periwinkle Way, Sanibel Island, Florida or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of HIGH TIDE, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II

DIRECTORS

Section 1 - Qualification. The Directors who shall constitute the whole Board of Administration shall be five (5) and shall be elected in accordance with Section 1 of this Article. There shall be three classes of Directors to be known as Class 1, Class 2 and Class 3, respectively, with one Director in Class 1 and 2 directors each in Class 2 and Class 3. The name and post office address of each Director and the class to which he belongs is as follows.

<u>Name</u>	<u>Class</u>	<u>Addresses</u>
Jeffrey J. Milton	1	1120 Connecticut Avenue Washington, DC 20036
John J. Naumann	2	1149 Periwinkle Way Sanibel Island, FL 33957
Scott Naumann	2	1149 Periwinkle Way Sanibel Island, FL 33957
William Flatow, Jr.	3	2611 West Gulf Drive Unit 17 Sanibel Island, FL 33957
William J. Simmonds	3	77 Nelson Street Auburn, NY 13021

The term of office of the Class 1 Director named above shall expire at the first annual meeting; the term of the Class 2 Director shall expire at the second annual meeting; and the

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term of the Class 3 Directors shall expire at the third annual meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three years each, so that one-third of the number of Directors of the Corporation shall be elected annually. At least one of the Directors elected shall be a resident of the State of Florida and a citizen of the United States.

Section 3 - Vacancy and Replacement. If the office of any Director (or Directors) becomes vacant by reason of death, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4 - Removal. Any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a Member of Members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 5 - First Board of Administration. The Directors of the first active Board of Administration shall hold office and exercise all powers of the Board of Administration until replaced pursuant to Chapter 718.301, Florida Statutes, anything herein to the contrary notwithstanding; provided any or all of said Directors shall be subject to replacement in the event of death, as provided above.

Section 6 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by Statutes, the Declaration, or these Bylaws. The powers of the Board of Administration shall specifically include, but not be limited to, the following items:

- (a) To make and collect assessments and establish the time within which payment of same are due.
- (b) To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.
- (c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- (d) To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- (e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

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(f) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

(g) To contract with any person, firm or entity for the operation, maintenance or repair of the Condominium property. Provided, however, that any such contracts shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents. Upon the unanimous consent of the Members, the Members shall serve in the capacity of manager and perform the services of the manager.

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels. Provided, however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

(i) Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves, and depreciation reserves.

(j) To enforce the provisions of the Declaration of Condominium, Bylaws and any rules or regulations duly promulgated thereunder.

(k) Pursuant to Article II Section 6(j) hereunder, to penalize by fine any and all Members of the Association for violating any provision of the Declaration of Condominium, the Bylaws and rules or regulations promulgated thereunder; provided, however that such penalty shall be reasonable in amount not to exceed \$500 per violation; and further provided, that the Directors shall duly notify the violating Member of the existence of the violation prior to the assessment of the fine and the violating member shall have a reasonable time to correct the violation.

Section 7 - Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the

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meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Directors of the Board of Administration shall be held at the place where the general Members' meeting is, and immediately after the adjournment of same.

(b) No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

(c) Special meetings of the Board may be called by the President on five (5) days' notice to each Director. Special Meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of one (1) Director.

(d) Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the Members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the Members attention thereto; provided, however, in the event of an emergency, such notice shall not be required. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

(e) At all meetings of the Board, a majority of the Directors, which majority shall include at least one (1) Director who is also a member, shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of said Directors present or represented by proxy at any meeting at which there is a quorum shall be the act of the Board of Administration, except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) Each Director shall have (1) vote and such vote may be cast in person or by written proxy given to another Director. A proxy, the form of which shall be prescribed by the Board of Administration shall be valid only for the meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting. The appearance at any meeting by a Director who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such Director.

(g) The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

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Section 8 - Order of Business. The order of business is all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of Notice.
- (c) Reading of minutes of last meeting.
- (d) Consideration of communications.
- (e) Vacancies and elections.
- (f) Reports of officers and employees.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) Original resolutions and new business.
- (j) Adjournment.

Section 9 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the Members, at any special meeting of the Members, a full and clear statement of the business and condition of the Association.

ARTICLE III

OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board and all of whom shall be Members of the Association. As provided in this Article and the Articles of Incorporation, the offices of Secretary and Treasurer may be united in one (1) person.

Section 2 - Election. The Directors of the Board of Administration at its first meeting after each annual Members' meeting shall elect a President, a Vice President, a Treasurer and a Secretary.

Section 3 - Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the Board of Administration may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Administration.

Section 4 - The President.

(a) The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

(b) The President shall execute bonds, mortgages, and other contracts, requiring a seal, under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Directors of the Board of Administration to other officers or agents of the Association.

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Section 5 - The Vice President. The Vice President shall, in the absence of the President, assume the power and responsibility of the President.

Section 6 - The Secretary. The Secretary shall issue notices of all Board of Administration meetings and all meetings of the unit owners, shall attend and keep the minutes of the same, shall have charge of all of the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association.

Section 7 - The Treasurer. The Treasurer shall have the following duties:

(a) Keep custody of the Association funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and 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 Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

(b) Disburse the funds of the Association as may be ordered by the Board or the Members in accordance with these Bylaws, making proper vouchers for such disbursements, and render to the President and Board of Administration at the regular meeting of the Board, or whenever so requested, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

(d) Perform all other duties incident to the office of Treasurer.

Section 8 - Vacancies. If the office of any Director, or of the President, Vice President, Secretary, Treasurer or and or more becomes vacant by reason of death, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

ARTICLE IV

MEMBERSHIP

Section 1 - Transfers. Transfers of membership shall be made on the books of the Association, and notice or acceptance of such transferee as a Member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a Member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

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Section 2 - Voting Members. In any meeting of Members, each unit owner shall be entitled to one (1) vote for each unit owned; provided, however, in the case of co-owners, the co-owners collectively shall be entitled to one (1) vote for the that unit.

(a) If a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. 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. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(b) Votes may be cast in person or by written proxy given to another unit owner. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary before the appointed time of a meeting. The Board of Administration may, from time to time, prescribe a form of proxy.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. Regular annual meetings shall be held in January of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the Membership.

Section 3 - Special Meetings.

(a) Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the President or Secretary at the request, in writing, of three (3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

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Section 4 - Vote Required to Transact Business.

Notwithstanding anything contained herein to the contrary, when all Members are present at any meeting, their majority vote shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. At any time the Members cannot reach such agreement on a question properly in consideration by them, a special meeting of the Board of Administration shall be called by the President as provided herein, and the matter shall be decided by a majority vote of the entire Board of Administration.

Section 5 - Quorum.

Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6 - Waiver and Consent.

Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if Members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

Section 7 - Minutes.

The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE VI

NOTICES

Section 1 Definition.

Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

Section 2 - Service of Notice - Waiver.

Subject to any limitations or contrary provisions contained in the declaration, the Bylaws, or the Florida Statutes, Members or Directors may waive notice of any annual or special meeting.

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111

Section 3 - Notice. Written notice of any annual or special meeting of Members, stating time, place and objective thereof, shall be served upon or mailed to each Member entitled to vote thereat at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days advance written notice shall be given to each Member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days advance written notice shall be given to each Member.

ARTICLE VII

FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of January in each year. The Board of Administration is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2 - Checks. All checks or demands for money of the Association shall be signed by any one of the following officers: President, Vice President, Secretary or Treasurer, or such other person or persons as the Board may from time to time designate. All notices or other obligations of the Association shall be signed by the President and the Secretary of the Association.

ARTICLE VIII

DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Association within ninety (90) days from the due date, the Association, acting of its own behalf or through the Board of Administration, or a manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee, including that incurred on appeal.

If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the Association, and as a result thereof the interest of the said owner in an to the conodinium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

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Section 2 - Violation of Declaration of Condominium. In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are not or may hereafter be constituted, the Association, on its own behalf, or through the Board of Administration, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court cost, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE X

REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of Members.

Section 2 - Mortgage Register. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any Member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XI

SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the Member or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium unit. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the County of Lee, State of Florida, or the United States of America.

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ARTICLE XII

ASSESSMENTS

Section 1 - Assessments. Assessments shall be paid by each Member in accordance with the annual budget. Assessments shall be made against unit owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Members shall hold a special meeting to adjust the budget accordingly and assess the members accordingly.

Section 2 - Liabilities. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessments are made.

Section 3 - Lien and Priority. The Association shall have a lien on each condominium parcel for any unpaid assessment and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall secure the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorney's fees shall be deemed to mean ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than One Hundred Fifty Dollars (\$150.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time recording in the public records of Lee County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

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Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of the foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association, covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

Where a mortgage of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgage acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or to any third party.

Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

ARTICLE XIII

ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the directors of the Board of Administration of the Association. A copy of

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the proposed budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of such meeting. Such meeting shall be open to the unit owners. A copy of the proposed budget for the first fiscal year is attached hereto and marked Exhibit "A" and has been approved by the majority of the members.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred fifteen percent (115%) of such assessment for the preceding year, upon written application to the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice, by regular mail, to each unit owner not more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than a majority of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the Developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners.

Section 2 - Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of an association determined for a fiscal year to provide no reserves or reserves less adequate than required by this section.

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ARTICLE XIV

MINUTES OF THE MEETINGS

Minutes of all meetings of the Association and the Board of Administration shall be kept in a businesslike manner and be made available for inspection by unit owners and Board Members at all reasonable times.

ARTICLE XV

OFFICERS' AND DIRECTORS' SALARIES

No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer or Director.

ARTICLE XVI

OBLIGATIONS OF UNIT OWNERS AND USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

Section 1. Each unit owner in this Condominium shall, if requested, accept nomination and agree to serve, if elected, as a member of the Board of Directors of the Condominium Association.

Section 2. Each unit owner shall promptly pay the assessment levied by the Association.

Section 3. Pursuant to paragraph 10.1 of the Declaration of Condominium, each unit shall be occupied only by one (1) family if being used as a permanent residence or leased for other than a vacation rental. A unit shall be occupied by no more than seven (7) persons, including children, if being used as a vacation rental unit as hereinbefore defined.

Section 4. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles; boats or trailers shall be permitted to be parked only with the written approval of the Association.

Section 5. No nuisances shall be allowed upon the condominium property nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 6. No unit owner shall annoy others with unreasonable noises or odors.

Section 7. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

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Section 8. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 9. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the trash chutes or dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into chutes or dumpsters. The unit owners shall deposit all garbage in to the chutes, dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 10. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 11. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 12. Children of any age shall be permitted to permanently reside on or visit the premises. All such children shall be under the control of a responsible adult when occupying or using common areas.

Section 13. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 14. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 15. Unit owners may keep dogs (weighing 20 pounds. or less), cats or other household pets provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners and provided that they remain on a

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leash when outside the condominium unit and use the sanitary areas designated for said pets. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time.

Section 16. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners shall be allowed to place screens, jalousies, or other enclosures on balconies or other parts of the building where such areas are deemed to be limited common elements, provided that said improvements are uniformly constructed and installed with the prior written approval of the Association and in accordance with the plans and specifications of the Association. Replacement of said screens or jalousies shall be at the expense of the unit owners.

Section 17. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 18. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 19. No window airconditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 20. No rugs or mops shall be shaken or hung from or on any of the window, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of an apartment or exposed on the common elements.

Section 21. Each unit owner shall be permitted to have a gas grill on the balcony only.

Section 22. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 23. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request.

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Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 24. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of these Bylaws as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 25. The failure of the Association to enforce any covenant, restriction or other provision of these Bylaws shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIX

TRANSFER OF ASSOCIATION CONTROL

Section 1. Transfer of control over the election of members of the Board of Administration shall be conducted in accordance with Section 718.301 of the Florida Statutes or any applicable amendment thereto.

Section 2. Within sixty (60) days after the unit owners other than Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

Section 3. If Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer.

(a) Assessment of Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by Developer; however, an increase in assessments for common expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of units.

Section 4. Prior to, or not more than fifteen (15) days after, the time that unit owners other than Developer, elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the unit owners and the Association held or controlled by Developer.

Section 5. Developer reserves the right to transfer control of the Association at any time after the first unit is sold.

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ARTICLE XX

OFF. REC. 1718 PG 2172

AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the Members by a majority vote of the Members of the Association, and provided that notice of said membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment; or in the event of disagreement among the Members, then a special meeting of the Board of Administration should be called as provided herein and such modification or amendment shall be made only upon the approval of a majority vote of the entire Board of Administration. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. No bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment. Notwithstanding the foregoing, there shall be no amendment which shall adversely affect the rights granted to the mortgagee as defined in the Declaration of Condominium and these Bylaws.

ARTICLE XXI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ATTEST:

HIGH TIDE CONDOMINIUM ASSOCIATION,
INC.

Secretary

By: _____

President

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OFF. REC. 1718 PG 2173

JOINDER OF MORTGAGEE

SAVERS FEDERAL SAVINGS AND LOAN ASSOCIATION, herein called Mortgagee is the owner and holder of a mortgage upon the property described below and made a part hereof, which mortgage was recorded July 15, 1983 in Official Records Book 1680, Pages 3648-3663, among the Public Records of Lee County, Florida, joins in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Lee County, Florida:

A tract or parcel of land lying in Government Lot 3 and 4, Section 35, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which tract or parcel is described as follows:

From the concrete monument marking the northwest corner of said Section 35 run southerly along the west line of said Section for 1334 feet to a concrete monument marking the intersection with a southerly line of Gulf Drive (80 feet wide); thence deflect 81° 30' to the left and run southeasterly along the southerly line of Gulf Drive for 1115.00 feet to a concrete post and the point of beginning of the herein described parcel.

From said point of beginning continue southeasterly along said southerly line of Gulf Drive for 200.0 feet to a concrete monument; thence deflect 81° 30' to the right and run southerly parallel with the west line of said Section for 586 feet more or less to the waters of the Gulf of Mexico; thence run westerly along said waters for 200 feet more or less to an intersection with a line parallel with said west line of Section 35 passing through the point of beginning; thence run northerly along said parallel line for 605 feet more or less to the point of beginning.

TOGETHER with all of the appurtenances to the units, including but not limited to all of the undivided shares in the common elements.

By: John Kooistra, Jr.
Carol Boatright

Attest: Carol Boatright

STATE OF ARKANSAS)
COUNTY OF PULASKI)

The foregoing Joinder of Mortgage was acknowledged before me this 15th day of March, 1984, by John Kooistra, Jr. and Carol Boatright, respectively, of Savers Federal Savings & Loan Association.

Dave Eason
Notary Public
State of Arkansas at Large

My commission expires: 4-12-85

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JOINDER OF MORTGAGEE

OFF. REC. 1718 EC2174

BARBARA J. CRAIG, herein called Mortgagee, is the owner and holder of a mortgage upon the property described below and made a part hereof, which mortgage was recorded July 15, 1983 in Official Records Book 1680, Pages 3664-3669, among the Public Records of Lee County, Florida, joins in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Lee County, Florida:

A lot or parcel of land lying in Government Lot 3 and 4, Section 35, Township 46 South, Range 22 East, which lot or parcel is described as follows:

From the concrete monument marking the northwest corner of said Section 35 run south along the west line of said section for 1334 feet to a concrete monument; thence deflect 81° 30' to the left and run southeasterly along the southwesterly line of Gulf Drive (80 feet wide) for 1115.00 feet to a concrete post and the point of beginning of the herein described parcel.

From said point of beginning continue southeasterly along the last mentioned course along said southwesterly line of Gulf Drive for 200.0 feet to an old concrete monument; thence deflect 81° 30' to the right parallel with said west line of Section 35 passing through a concrete monument at 349.2 feet for 561 feet more or less to the waters of the Gulf of Mexico; thence run northwesterly along said waters for 200 feet more or less to an intersection with a line parallel with said west line of said Section 35 passing through the point of beginning; thence run northerly along said parallel line passing through a concrete monument at 352.75 feet from the point of beginning for 568 feet more or less to the point of beginning.

TOGETHER with all of the appurtenances to the units, including but not limited to all of the undivided shares in the common elements.

W. J. Harlock
Witness

Barbara J. Craig
Barbara J. Craig

Don J. Harlock
Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing Joinder of Mortgage was acknowledged before me this 20th day of March, 1984, by Barbara J. Craig and Don J. Harlock, respectively, of Lee County, Florida.

W. J. Harlock
Notary Public

My Commission Expires: 2/11/85

REC'D
MAR 27 4 52 PM '84
OFFICIAL
CLERK
LEE COUNTY, FLORIDA
NOTARIES

RECORDERS MEMO.

Legality of Writing, Typing or Printing Unaffected by This Document When Received.