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EXHIBIT "CD"

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CONDOMINIUM DECLARATION
OF
LA PLAYA, A CONDOMINIUM
Sanibel Island, Florida

THIS CONDOMINIUM DECLARATION, made and executed this 30th day of JULY, 1987, by LA PLAYA CONSTRUCTION CORPORATION, a Florida corporation, hereinafter referred to as the Developer, for itself, its successors, grantees and assigns, and, the said Developer, does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth:

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718.103, Florida Statutes, 1984, the Condominium Act, hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. Definitions in the condominium documents shall prevail and govern the interpretation of this document. The term condominium unit as used in this Declaration shall include residential units and storage closet units. Limited Common Elements shall be those areas appurtenant to, and serving exclusively, the residential units, referred to in Item 11 hereof, and shall be limited exclusively to the sole use and enjoyment of the residential unit owner, to the exclusion of all other residential unit owners.

1. STATEMENT OF CONDOMINIUM SUBMISSION. LA PLAYA CONSTRUCTION CORPORATION, Developer, in accordance with the Condominium Act, herewith submits the following described property to condominium ownership. This property is located on Sanibel Island, Lee County, Florida, more particularly described as follows:

All of those lands described in Exhibit "B", attached hereto and made a part hereof by reference.

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be LA PLAYA, A CONDOMINIUM.

3. CONDOMINIUM PARCELS AND APPURTENANCES. There shall pass with each Residential Unit, as appurtenances thereto:

- A. An undivided share in the common elements and common surplus.
- B. The exclusive right to use such portion of the common elements, as may be provided by the declaration.
- C. An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time, and, as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- D. Membership in the Association designated in the declaration, with the full voting rights appertaining thereto.

4. UNIT IDENTIFICATION. The identification of each unit in LA PLAYA, A CONDOMINIUM, A CONDOMINIUM, shall be by unit number. The unit identification system for all condominium units is reflected in detail on the Surveyor's Plat which is attached hereto as Exhibit "B", and a part of this Condominium Declaration by reference, and hereinafter called Surveyor's Plat.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY J. SHERWOOD, D.C.

Six Storage Closet Units identified and described as 1A, 1B, 2A, 2B, 3A, 3B, located two units per residential floor, and six ground floor Storage Units identified and described as 1AG, 1BG, 2AG, 2BG, 3AG, and 3BG are located on the condominium property. First floor Residential Units are designated 1A and 1B. Second floor Residential Units are designated 2A, and 2B. Third floor Residential Units are designated 3A, and 3B.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plot plan thereof describing each residential unit, the common elements, and their relative location and the approximate dimensions of each unit are attached hereto as Exhibit "B" and referred to as Surveyor's Plat. The condominium units described herein are substantially completed.

6. OWNERSHIP OF COMMON ELEMENTS. The ownership of common elements as may be herein described, and as the same are designated to each residential unit are the percentage of ownership allocations as follows:

One Sixth (1/6th)

7. SHARES OF COMMON SURPLUS AND COMMON EXPENSES. The Developer has provided six residential units which will be sold together with two individual Storage Closet Units, for each residential unit, which shall be transferred to condominium unit owners. The six residential Units together with the twelve Storage Closet Units and two provisional Staircase Limited Common Elements, and two provisional Sun Deck Limited Common Elements, shall be transferred to condominium unit owners. The six residential units together with the Storage Closet Units and provisional Sun Deck Limited Common Elements and provisional Staircase Limited Common Elements appurtenant thereunto are subject to private ownership, and the term residential unit owners shall include an owner of one or more of the six residential units which are a part of this condominium. The undivided share in the land, swimming pool and all other recreational facilities constructed by the Developer and all other common elements, the common surplus and common expenses which is appurtenant to each residential unit is an undivided 1/6th share to each of the six residential units.

8. OWNERSHIP OF COMMON RECREATION AREAS. The ownership of the common recreational areas, as set forth in Exhibit "B", is submitted to condominium ownership and these common recreation areas are allocated to each residential unit owner so that each residential unit owner in LA PLAYA, A CONDOMINIUM will have equal ownership and control of the common recreation areas. The fractional share representing the percentage of ownership granted to each residential unit owner, shall be allocated as 1/6th of the total ownership of the common recreation areas. In that, there are six residential units in LA PLAYA, A CONDOMINIUM, it is the desire, intent and effect of this submission of common recreation areas to condominium ownership to create in each residential unit owner an equal share of the ownership of the common recreation areas as required by law.

9. UNDERBUILDING PARKING SPACES. The Developer has provided underbuilding parking spaces. These underbuilding parking spaces are not subject to private ownership and may be annually assigned for use to the residential unit owners purchasing residential units in the LA PLAYA, A CONDOMINIUM. In addition to the underbuilding parking spaces, the Developer has provided other open spaces located on the common elements of the condominium property for the exclusive use of all residential unit owners, their guests and lessees.

10. STORAGE CLOSET UNITS. The Developer has provided twelve unit improvements which shall be designated as Storage Closet Units. These twelve Storage Closet Units, identified as 1A, 1B, 2A, 2B, 3A and 3B, located two storage closets on each residence floor and six storage closets on the ground floor, identified as 1AG, 1BG, 2AG, 2BG, 3AG and 3BG, are allocated to the Residential Unit of the same number and shall be transferred by Deed to the Residential Unit owners purchasing Residential Units 1A, 1B, 2A, 2B, 3A, and 3B.

THESE STORAGE CLOSET UNITS SHALL NOT BE SEPARATED FROM THE RESIDENTIAL UNITS AND CANNOT BE CONVEYED OR ENCUMBERED EXCEPT TOGETHER WITH THE RESIDENTIAL UNITS.

11. LIMITED COMMON ELEMENTS. The Developer has provided for certain Limited Common Elements which shall be designated as Sun Deck Limited Common Elements and Staircase Limited Common Elements. These Sun Deck Limited Common Elements shall be appurtenant to Residential Unit owners purchasing Residential Unit 3A and Unit 3B, and are limited for the use of the owners who have purchased Residential Unit 3A, and Unit 3B. These Staircase Limited Common Elements shall be appurtenant to Residential Unit owners purchasing Residential Units 1A and 1B, and are limited for the use of the owners who have purchased Residential Unit 1A, and Unit 1B.

AT THE TIME OF THE RECORDING OF THESE DOCUMENTS THE ACTUAL SUN DECK IMPROVEMENTS, AND STAIRCASE IMPROVEMENTS, ARE NOT CONSTRUCTED BECAUSE OF THE PROVISIONS OF THE LAND USE CODE OF THE CITY OF SANIBEL. THE UNIT OWNER PURCHASING THE RESIDENTIAL UNIT TO WHICH A SUNDECK OR STAIRCASE LIMITED COMMON ELEMENT IS APPURTENANT SHALL HAVE THE RIGHT TO CONSTRUCT THE SUN DECK OR THE STAIRCASE IMPROVEMENTS, AS THE CASE MAY BE, AT NO COST TO THE CONDOMINIUM ASSOCIATION CONDITIONED ONLY ON THE OWNERS AGREEMENT THAT, ANY WORK PERFORMED BY THE OWNER IS SOLELY PERFORMED AT HIS OWN EXPENSE AND UNDER PERMITS SECURED BY THE OWNER.

IN ADDITION, THE CONDOMINIUM ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES FOR THIS OWNER'S WORK AND THE OWNER WILL AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONDOMINIUM ASSOCIATION FOR ANY LIABILITIES, LOSSES OR DAMAGE INCURRED BY THE CONDOMINIUM ASSOCIATION BY REASON OF THE WORK UNDERTAKEN BY THE OWNER TO CREATE IMPROVEMENTS ON THESE LIMITED COMMON ELEMENTS.

12. DEVELOPMENT PERMIT REQUIREMENTS.

A. Maintenance of Drainage, Septic, and other Common Facilities. La Playa Condominium Association, Inc. is obligated to maintain the required drainage, and septic facilities, including lift station, pipes, pumps and valves. If for any reason the Condominium Association fails to properly maintain these facilities, the City of Sanibel shall have the right to enter onto the condominium property, and, to perform the maintenance required, and, shall be entitled to a lien against the condominium units for the cost of any repairs and maintenance.

B. Fire Safety Improvements. The Developer has provided a pivoting swing gate to permit fire trucks, and other emergency vehicles, the ability to turn onto the tennis court in emergency situations. This pivoting swing gate can never be modified, blocked or removed to prevent emergency vehicles the ability to use the emergency turning area. This safety emergency turning area must be maintained during the life of the Condominium, and kept free of vegetation and fully accessible at all times.

C. Right of Entry to Repair. In the event that this pivoting swing gate improvement, or the drainage, septic or other common facilities are ever modified, or blocked by vegetation, or, are in need of repair or clearing, and is not repaired or cleared by the Condominium Association, the Sanibel Fire Control District, or the City of Sanibel, shall have the right to enter onto the Condominium property to maintain, repair, or re-open, said safety improvement. In such event, the Condominium Association and the individual unit owners will be subject to a lien on individual residential units in favor of the Sanibel Fire Control District or the City of Sanibel, for the cost of any maintenance or repair of the pivoting swing gate improvement or other facilities. The Sanibel Fire Control District, and the City of Sanibel, shall have the right to make special assessments on individual residential unit owners for the payment of the cost of any repairs made by the Sanibel Fire Control District, or the City of Sanibel, and, in the same manner, The Condominium Association shall have the right to a lien against an individual Residential Units for failure to pay said special assessment. In the event of any legal action needed to maintain the emergency turning area, the parties agree that La Playa Condominium Association, Inc. shall be responsible for any and all legal and attorneys fees incurred.

D. Limitation on Right to Amend Specific Provisions. Items 12. A., B. and C. above, and this item D, as well as item 28. C, cannot be amended without the specific prior written approval of the Sanibel Fire Control District or the City of Sanibel, as set out and provided pursuant to the provisions of the City of Sanibel Development Permit No. 85-3384.

13. EASEMENTS. The Developer has provided and created by this Condominium Declaration non-exclusive easements for ingress and egress over and across the drives, walks and other rights of way serving the condominium units as reflected and described in Exhibit "B". These non-exclusive easements for ingress and egress are a part of the common elements of the condominium and are created to provide reasonable access to the public way, drives and walks. None of these easements for ingress and egress are encumbered by any lease hold or lien other than those on the condominium parcels.

14. RIGHT OF OWNERS TO PEACEABLE ASSEMBLE. All common elements, common areas, and recreational facilities serving this condominium shall be available and reserved exclusively for the use and benefit of the unit owners and their invited guests. The Association shall adopt reasonable rules and regulations pertaining to the use of such common, common areas and recreational facilities shall be subject only to those rules and regulations as adopted by the Association, provided that such rules and regulations shall not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities.

15. OWNERSHIP AND MEMBERSHIP IN LA PLAYA CONDOMINIUM ASSOCIATION, INC. Ownership of a unit in LA PLAYA, A CONDOMINIUM creates in that condominium unit owner a membership with the full voting rights appertaining thereto in the condominium association known as LA PLAYA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit. This membership and the voting rights appertaining thereto may not be restricted or denied for any reason. The Articles of Incorporation of LA PLAYA CONDOMINIUM ASSOCIATION, INC., are attached as Exhibit "AoI".

16. VOTING RIGHTS, SHARING OF COMMON ELEMENTS COMMON EXPENSES, AND OWNING COMMON SURPLUS. The voting rights of the owner of each residential unit, the sharing of common expenses, and the ownership of common surplus as well as the ownership of common recreation areas are set out in Item 6, set out above. The voting rights are established that each unit shall have one vote of a total of six votes in the Association.

17. BY LAWS. The Bylaws of the Association shall be the original Bylaws of the Association which are attached hereto as Exhibit "BL" and made a part of this Declaration by reference.

Said Bylaws may be amended in the manner as may be provided in them.

18. UNIT BOUNDARIES. Residential units and Storage Closet Units are those cubicles of space, and all improvements constructed or to be constructed therein, as are further identified and described in the Surveyor's Plat which is attached as an exhibit to this Declaration. The Developer specifically reserves the right to construct within each unit residential improvements as the Developer deems best until such time as such units shall be conveyed by the Developer to the purchaser.

The boundaries of each residential unit shall be as follows:

A. Horizontal Boundaries. The upper and lower boundaries of the residential units shall be:

(1) Upper Boundaries. The plane of the under surfaces of the concrete floor slabs abutting the upper residential or roof.

(2) Lower Boundaries.

(a) Residential units Other Than Ground Floor Residential Units. The plane of the upper surfaces of the concrete floor slabs, abutting the lower residential unit.

(b) Ground Floor Units. The upper surface of the concrete floor slabs.

B. Vertical Boundaries. The vertical boundaries of the residential unit shall be:

(1) Exterior Boundaries. The interior plane of the outside walls of the residential unit building except where there is attached to or in existence as a part of the building a screened porch, screened circular stairway, or other portion of the building serving only the residential unit being bounded, in which event the boundaries shall be such as will include all such structures.

(2) Between Residential Units. The interior plane of the wall between the residential units.

(3) Between Residential Units and Central Corridors or Between Residential Units and Other Common Use Areas. The plane formed by the interior of the residential unit wall between the residential unit and said corridors or common use areas.

C. External Boundaries. All residential units within the condominium shall include screened balconys. Those residential units including screened balconys within the boundaries of the residential unit are more particularly described on Exhibit "B" attached.

Exclusive Use. Each condominium unit owner shall have the exclusive use of his condominium unit.

Appurtenances. The ownership of each residential unit shall include, and there shall pass with each condominium unit as appurtenances thereto whether or not separately described, all the rights, title and interest including but not limited to:

(1) Common Elements. An undivided 1/6th share of the common elements of LA PLAYA, A CONDOMINIUM.

(2) Common Recreation Areas. Each residential unit owner shall have an undivided 1/6th share of the common recreation areas, as more particularly described and set forth in Paragraph 7 hereof.

(3) Easements. All necessary easements for ingress and egress including easements over streets and walks necessary to provide reasonable access to and from the condominium unit, together with any and all other easements necessary for the benefit of the condominium unit.

(4) Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the condominium unit as it exists at any particular time and as the condominium unit may be altered or re-constructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(5) Cross Easements. The appurtenances shall include the following easements from each unit owner to each other unit owner.

(a) Ingress and Egress. Easements through the common areas for ingress and egress.

(b) Maintenance, Repair and Replacement. Easements through the condominium units and common elements for maintenance, repair and replacement of the condominium units and common elements. Such access to the condominium units shall be only during reasonable hours except that access may be had at any time in case of emergency.

(c) Support. Every portion of a condominium unit contributing to the support of the residential buildings shall be burdened with an easement of support for the benefit of all other condominium units and common elements in the building.

(d) Utilities. Easements through the condominium units and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other condominium units and the common elements; provided, however, that such easements through a condominium unit shall be only according to the plans and specifications for the condominium unit buildings or as the buildings are constructed unless approved in writing by the condominium unit owner.

(e) Benefit. These appurtenances shall be subject to the easements for the benefit of other condominium units and the Association.

19. MAINTENANCE RESPONSIBILITY. The owner of a residential unit shall have the responsibility to maintain, repair and replace all matters and things relating to the interior of the premises and the entrance, individual doors, windows and screens in the condominium unit owned by him and shall keep said unit and premises in such manner as to cause no damage or nuisance to other residential unit owners in the buildings and shall specifically refrain from making any changes in appearances or otherwise to the exterior of the residential unit. LA PLAYA Condominium Association, Inc., a corporation not for profit, shall be responsible for the maintenance, repair and improvement of the common elements and common recreation areas of LA PLAYA, A CONDOMINIUM in the manner and method as may be herein set forth or as may be set by the Bylaws of LA PLAYA Condominium Association, Inc.

20. ASSESSMENT AND ASSOCIATION'S LIEN. The manner of collecting from the unit owners their shares of the common expenses shall be stated in the Bylaws. Assessments shall be made against units 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. Assessments against units shall be made by the Board of Administration and members of LA PLAYA Condominium Association, Inc., and shall be borne by the units on a pro-rata basis, and on the same basis as their percentage of ownership as set forth in Paragraph 5. Unpaid assessments are secured by a lien against the residential unit in favor of the condominium association.

Remedies for default and payment of assessments. Payment of assessments and assessment installments must be made when due, and any owner failing to do so within fifteen days shall be late, and the Association shall impose and collect a late payment charge of \$50.00.

In addition, the delinquent owner shall be liable for the Association costs and attorney's fees for collection, pursuant to Florida Statute 718.116, and the Association shall charge a delinquent owner interest at the rate of 18% per annum calculated over the actual period of deficiency.

21. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the residential units, of the limited common elements, of the common elements, of the common recreation areas, and the providing of utilities as may be designated shall be by LA PLAYA Condominium Association, Inc., who shall have, by and through its officers and administrators, such powers, authority and responsibilities as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida, and provided for in the Bylaws which are attached hereto as Exhibit "BL". The Association shall have authority to enter into management agreements through its officers.

When residential unit owners other than the Developer own 15% or more of the residential units which will be operated ultimately by LA PLAYA Condominium Association, Inc., these residential unit owners other than the Developer shall be entitled to elect not less than one third of the members of the Board of Administration of the Association.

Residential unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the Association within a time period not to exceed three years after sales by the Developer have been closed on at least 50% of the residential units which will be operated ultimately by the Association or sooner, not less than three months after sales have been closed by the Developer of 90% of the residential units that will be operated ultimately by the Association.

Residential unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the association when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Administration of the association as long as the Developer holds for sale in the ordinary course of business at least 5%.

22. TRANSFER OF ASSOCIATION CONTROL-INITIAL STAGE. Within sixty days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the association, the association shall call, and give not less than thirty days or more than forty days notice of, a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the association fails to do so.

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

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

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

23. TRANSFER OF ASSOCIATION CONTROL-FINAL STAGE. Prior to, or not more than sixty days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Administration of the association, the Developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously,

the Developer shall deliver to the association at the Developers expense, all property of the unit owners and of the association held or controlled by the Developer, including, but not limited to, the following items, if applicable, operated by the association:

A. The original or a photocopy of the recorded Condominium Declaration and all Amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual recorded Declaration.

B. A certified copy of the association's Articles of Incorporation, or if the association was created prior to the effective date of this act and it is not incorporated, then copies of the documents creating the association.

C. A copy of the Bylaws.

D. The minute books, including all minutes, and other books and records of the association, if any.

E. Any Rules and Regulations which have been promulgated.

F. Resignations of officers and members of the Board of Administration who are required to resign because the Developer is required to relinquish control of the association.

G. The financial records, including financial statements of the association, and source documents since the incorporation of the association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts, and related records to determine that the developer was charged and paid the proper amounts of assessments.

H. Association funds or control thereof.

I. All tangible personal property that is property of the association, represented by the Developer to be part of the common elements or ostensibly part of the common elements, and an inventory of that property.

J. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, its agent, or an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than three years after the completion of construction or remodeling of the improvements, the requirements of this paragraph shall not apply.

K. Insurance policies.

L. Copies of any certificates of occupancy which may have been issued for the condominium property.

M. Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one year prior to the date the unit owners other than the Developer take control of the association.

N. All written warranties of the contractor, subcontractors, supplies and manufacturers, if any, that are still effective.

O. A list of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

P. Leases of the common elements and other leases to which the association is a party.

Q. Employment contracts or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

R. All other contracts to which the association is a party.

S. If during the period prior to the time the developer relinquishes control of the association pursuant to this section 23, any

provision of the Condominium Act or any rule promulgated thereunder is violated by the association, the Developer shall be responsible for such violations and shall be subject to the administrative action provided in this chapter for such violation or violations and the Developer shall be liable for such violation of violations to third parties. This subsection is intended to clarify existing law.

24. INSURANCE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the association and common elements on the condominium property as follows:

A. Insurance upon the common elements and the entire condominium improvements, exclusive of tangible personal property of residential unit owners or improvements placed within the residential units by the residential unit owners thereof, including flood, fire, wind and extended coverage, shall be maintained by the Association, in an amount not less than their full insurable value for LA PLAYA, A CONDOMINIUM.

B. Said insurance shall be purchased for the benefit of the residential unit owners and their respective mortgagees, grantees, assignees and others claiming interest, as their interest may appear.

C. All master hazard insurance policies shall reflect the proper mortgagee endorsements for the protection and benefit of the named mortgagees of record.

D. All flood and hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installments or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications, or as existing at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

E. The Association shall maintain public liability insurance as the same relates to the common elements in an amount not less than \$50,000.00 property damage, \$300,000.00 per person and \$1,000,000.00 per accident.

F. The responsibility for maintaining insurance for personal property and personal liability, public liability as the same relates to the interior of the respective residential units, shall be that of the residential unit owner.

G. In the event of loss, by fire or other casualty, covering property other than that which the individual residential unit owner is responsible for, the proceeds of any such insurance shall be paid to Bank of the Islands, Sanibel-Captiva, as Insurance Trustee, or such other bank of trustee as may be designated by the Association.

H. In the event of partial destruction of the common elements or improvements insured by the Association, the premises shall be reconstructed or repaired, unless the members of the Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgage or lienholders holding outstanding liens against units.

I. In the event of total destruction, the same shall not be reconstructed or repaired unless at a meeting of the Association called within 120 days after such occurrence or casualty, a majority of the unit owners shall vote in favor of such reconstruction or repair.

J. The insurance trustee may rely upon a Certificate of the Association through one of its executive officers to determine whether or not damaged property is to be reconstructed or repaired.

K. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a residential unit owner shall be paid by the insurance trustee to the residential unit owner, or if there is a mortgage endorsement as to such residential unit, then to the residential unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

L. 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 the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof

are insufficient, assessments shall be made against the residential unit owners who own the damaged residential units and against all residential unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs.

M. Such assessments against residential unit owners for damage to residential units shall be in proportion to the cost of reconstruction and repair of their respective residential units.

N. Such assessments on account of damage to common elements shall be in proportion to the residential unit owner's share in the common elements and shall be payable to the insurance trustee for disbursement.

O. The deductible amount for any insurance policy obtained by the condominium association shall not exceed 10% of the face amount of the policy.

P. The institutional mortgage lender with loans covering the majority of the units in the condominium building shall have the right to examine, review and approve the insurance company and policy issued covering the units in the condominium.

25. CONDOMINIUM MEMBERSHIP. There is herewith established the condominium association which is or shall be incorporated as a corporation not for profit pursuant to the laws of the State of Florida. The name of this Association and corporation not for profit shall be LA PLAYA Condominium Association, Inc., a corporation not for profit. The members shall be comprised of all owners of residential units. Membership in the Association shall be established by the recordation in the public records of Lee County, Florida, of a deed in fee title or other estate of ownership to the respective residential unit. Upon such recordation, the membership of prior residential unit owners shall be terminated. When the administration, management and control of the residential units and common elements shall be vested in the Association as provided by the Act, and such authority and powers as granted under the laws of the State of Florida, the Association shall be governed by the Bylaws, attached as Exhibit BL, or as amended. The registered agent of LA PLAYA Condominium Association, Inc., a corporation not for profit, shall be John Armenia, a resident of the State of Florida. The registered office of the Association corporation shall be Captiva Cove Condominium, Unit C, Captiva Island, Florida 33924, its mailing address shall be Post Office Box 716, Sanibel Island, Florida 33957. The registered agent and registered office designated above shall serve as the registered agent and office of the Association corporation until such time as a successor to the registered agent shall be designated by the Association corporation, together with the designation of another registered office.

26. ASSOCIATION FUNCTIONS. The operation of the condominium shall be by the Association which shall be called LA PLAYA Condominium Association, Inc., a corporation not for profit. This Association shall operate through its Board of Administration. The Board of Administration shall elect officers for the Association. All officers and directors of the Association shall have a fiduciary relationship to the residential unit owners.

A. The Association shall act through its officers and shall have the capacity to contract, sue and be sued. The Association is authorized to maintain, manage and operate the condominium property.

B. No residential unit owner, except as an officer of the Association, shall have any authority to act for the Association.

C. No residential unit owner shall make any alterations in the improvements of a condominium which are to be maintained by the Association. No residential unit owner shall remove any portion of the condominium improvements or make any additions thereto or to do any work which would jeopardize the safety or soundness of the building containing his residential unit. No residential unit owner shall impair any easement which is a part of the condominium property.

D. The Association shall have the irrevocable right to have access to each residential unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another residential unit or units.

E. The Association shall have the power to make and collect assessments, and to maintain, repair and replace any of the common elements and recreation land and recreation facilities owned by the Association; the Association shall have a lien against the unit for any unpaid

assessments and may foreclose this lien according to law.

F. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by residential unit owners or their authorized representatives at reasonable times. Written summaries of these accounting records shall be supplied at least annually to residential unit owners or their authorized representatives. These accounting records include a record of all receipts and expenditures on behalf of the Association and an account for each unit which reflects the name and address of the residential unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that residential unit owner's account, and the balance due under that account.

G. Within sixty days following the end of the fiscal or calendar year or annually on such date as 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 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.
- (10) General reserves, maintenance reserves and depreciation reserves.

H. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by residential unit owners or their authorized representatives at reasonable times.

I. The Association shall have the power to assign parking spaces and make designations for guest parking as it sees fit.

J. The statute of limitations for any actions in law of equity which the Condominium Association may have, shall not begin to run until the unit owners have elected a majority of the members of the Board of Administration.

K. The Association shall have the power to purchase residential units in the condominium and to acquire and hold, lease, mortgage and convey the same.

L. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting the Association and the residential unit owners, the Association shall give notice of the exposure within a reasonable time to all residential unit owners who may be exposed to the liability. These residential unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual residential unit owners.

M. The association has the power to purchase any land or recreation lease upon the approval of two thirds of the unit owners, unless a different number of percentage is provided in the Declaration.

N. The association by a majority vote of its members has the power to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities, whether or not the lands or facilities are contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners. The rental, membership fees, operations, replacements and other expenses are common expenses.

O. If the Association fails to fill vacancies on the Board of Administration sufficient to constitute a quorum in accordance with the Bylaws, any unit owner may apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the condominium property a notice describing the intended action giving the Association the opportunity to fill the vacancies.

Developer, agree to grant to the condominium association of LA PLAYA, A CONDOMINIUM a right of first refusal on the sale of thier units prior to any resale to another person.

A selling unit owner shall be required to notify the condominium association of his desire to sell and shall offer the unit for sale to the condominium association prior to any sale.

The selling unit owner may satisfy this notice requirement by notifying the condominium association by certified or registered mail as soon as possible and by posting a notice on the condominium bulletin board. The selling unit owner must notify the condominium association and post this notice of sale at least 21 days prior to consummating any binding sale or transfer of the unit.

The condominium association shall have 21 days from the date of the posting of the notice of sale to exercise the rights of first refusal. Any other unit owner shall have the right to require the condominium association to exercise the right of first refusal if that unit owner provides the necessary funds to permit the association its right. In the event the condominium association exercises the right of first refusal, the condominium association may, upon proper resolution of its board, resell the unit to a buyer approved by the board or to sell the unit to the unit owner who provided the funds permitting the condominium association to exercise its right.

The selling unit owner shall be required only to submit an affidavit for recording prior to closing setting out that he gave the required notice pursuant to these documents to the condominium association. This affidavit shall state with clarity the type and character of the notice of sale given. The condominium association shall also provide the selling unit owner with a recordable Certificate of Waiver of right of first refusal reflecting that the condominium association has notified all other unit owners and that the condominium association waives its right of first refusal.

B. Mortgage. A residential unit owner may mortgage his residential unit to a bank, life insurance company, a savings and loan association, mortgage banker, mortgage broker, a trust or pension fund.

C. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon the residential unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a residential unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

D. Unauthorized transactions and estoppel through collection of assessments. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association or the individual unit owners denied the rights of first refusal. Acceptance of assessments by the Association for more than six months shall estop the Association and the residential unit owners from challenging the transfer.

30. NOTICE OF LIEN OR SUIT.

A. Notice of lien. A residential unit owner shall give notice to the Association of every lien upon his residential unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

B. Notice of suit. A residential unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his residential unit, such notices to be given within five days after the residential unit owner receives knowledge thereof.

C. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

31. MORTGAGEE PROVISIONS.

A. The Association shall maintain a list of mortgagees of record and record owners of liens on the condominium real property.

If during which time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Administration and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

27. GUARANTEE OF ASSESSMENT. The Developer, pursuant to Florida Statute 718.116(8)(b), shall guarantee that the assessment for the common expenses of the residential unit shall not be increased over the monthly sum of \$298.44 per unit beginning with the recording of the Condominium Documents until December 31, 1987. The Developer further guarantees that it will pay any and all amounts of common expenses incurred up to December 31, 1987, and will pay from its own funds all of the common expenses incurred which were not produced by the guaranteed level monthly assessment of \$298.45 collected from unit owners. Monthly assessments shall be collected and payable quarterly in advance on January 1, April 1, July 1, and October 1 of each year.

28. USE RESTRICTIONS, LIMITATIONS AND OWNERSHIP OF RESIDENTIAL UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

A. Single Family Residence. A residential unit shall be used only for single family residence and the common elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence. The Developer has the right to use any residential unit in LA PLAYA, A CONDOMINIUM for a sales model or selling office so long as there remains unsold any residential unit owned by the Developer or Record Owner named in the Condominium Declaration.

B. Nuisance. The residential units shall not be used for any immoral, improper or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner. Only residential unit owners are permitted to keep pets in residential units. These pets must be small, noiseless, household pets. Any household pets causing noise or other nuisance must be removed within ten days upon written notification of the condominium association through its Board of Administration. The determination of a nuisance pet by the Board of Administration of the condominium association shall be final and binding on the residential unit owner. The criteria for determining nuisance shall be noise or any other activity by the residential unit owner's pet which disturbs the quiet enjoyment or use of any other residential unit owner. The determination of the Board of Administration shall be final and not subject to review or appeal.

C. Leasing of Residential Units. Leasing or renting of a residential unit by a residential unit owner is not prohibited or controlled, except that rentals shall be limited to periods of no less than twenty-eight days. Only residential unit owners are permitted to keep pets in residential units. No lessees, tenants or visitors shall be permitted to bring pets on the condominium property.

D. Appearance of Residential Units and Condominium Property. No reflecting covering is permitted on any windows. Screen porches may not be enclosed without the prior written consent and approval of the Condominium Association after a majority vote of its members. The parking areas and all other common areas are subject to the control of the Association. Boats, campers, trucks or other recreational vehicles may be parked on condominium property in a limited number of spaces and a limited length of time subject to the advance prior knowledge and consent of the Association through its officers or designated agent. Automobiles shall not be washed on the condominium property. Bicycles shall be parked only in bicycle racks provided or inside storage lockers. All walkways, railings and other common elements shall be kept clear of any and all personal property.

29. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents and thus protect the value of the residential units, the transfer or sale or lease for more than 120 days of residential units by any other owner other than the Developer shall be subject to the following provisions so long as the condominium exists:

A. Sale Notice. All residential unit owners, other than the

B. Any residential unit owner who mortgages his residential unit shall notify the Association, providing the name and address of his mortgagee.

C. The list of mortgagees or lien holders shall be a part of the records of the Condominium Association and shall be open to inspection by all individual residential unit owners.

D. The Association shall notify the mortgagee or lien holder of any unpaid assessments due from the residential unit owner on any condominium unit.

E. In any foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage lien of record encumbering such condominium unit.

F. If a mortgagee acquires title to a residential unit through a foreclosure action or by a deed in lieu of foreclosure, that mortgagee shall acquire the residential unit free of the Association's lien for unpaid assessments. All unpaid assessments then shall become a common expense of the Condominium Association.

G. In lieu of foreclosing its lien or in the event of a foreclosure by a mortgagee or deed in lieu of foreclosure to a mortgagee, the Association may bring suit against the defaulting unit owner to recover a money judgment for any sums, charges or assessments required to be paid to the Association by the unit owner without waiving its lien securing payment. The defaulting unit owner shall be required to pay all costs of collection including the condominium association's attorney's fees.

H. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

I. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan association, or recognized lending institution, including any mortgage broker, mortgage banker, trust or pension fund.

J. Mortgagees of record shall consent to or join in all amendments to the Condominium Declaration which affect the security interest of the mortgagee.

K. The liens herein referred to as to rental claims or maintenance assessments or special assessments to particular condominium units shall be specifically subordinate to the claim of any institutional mortgagee.

L. Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which became due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage.

M. The mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

32. AMENDMENT OF AND ADDITION TO CONDOMINIUM DECLARATION BY DEVELOPER. Pursuant to law and the provisions of Florida Statute 718.110, the Developer has a right to amend this Condominium Declaration as follows:

A. The Developer, so long as it owns more than one residential unit, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes of the development provided that such amendment shall not increase the proportion of common expenses borne by the residential owners.

B. Any mortgagee of record or record owner of a lien on condominium real property shall be required to join in this amendment by the Developer.

33. METHOD OF AMENDMENT OF DECLARATION.

A. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration may be amended at the annual Association meeting or at a special meeting called for such purpose after giving notice to each residential unit owner, mailed by United States Mail, at least fourteen days prior to the date of such meeting. At such meeting amendments may be made to the Declaration upon approval of 66 2/3% of the members of LA PLAYA Condominium Association, Inc., a

corporation not for profit. Any such amendments so passed shall be evidenced by a Certificate executed by the president or vice president and the secretary, and executed with the formalities of a deed and shall include the recording date identifying the original Declaration. All mortgagees of record or record owners of a lien on condominium real property shall consent to or join in all amendments to this Condominium Declaration that affect the security interest of the mortgagee.

B. The association shall also have the powers to amend the Condominium Declaration pursuant to the provisions of Florida Statute 718.110(5) concerning the correct designation of shares of common expenses and common elements.

C. The association shall also have the powers to amend the Condominium Declaration pursuant to the provisions of Florida Statute 718.110(6) concerning the enlargement of common elements.

34. TERMINATION. The condominium property may be removed from the provisions of the Florida Condominium Act, by all of the residential unit owners, and upon compliance with Florida Statute 718.117, as the same may be amended from time to time. All mortgagees of record or owners of a lien on condominium real property shall consent in writing to this termination.

35. UNPAID ASSESSMENTS. 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 he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

36. PROVISIONS PERTAINING TO DEVELOPER. So long as the Developer holds more than one units for sale in the ordinary course of business:

A. None of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Development as a unit owner for capital improvements.

2. Any action by the Association that would limit developer's use of unsold units or common areas to facilitate either completion or sale or both.

3. Any action limiting Developer's maintenance of a sales office, showing the property, and display of signs.

B. The Developer, pursuant to Florida Statute 718.116(8)(b), will delay paying assessments for common expenses upon unsold units during such period of time as it may guarantee that the assessment for common expenses of the condominium imposed upon other unit owners shall not increase over the dollar amount stated in the projected operating budget. The Developer is obligated to pay all expenses incurred during that period which exceed assessments at the guaranteed level receivable from other unit owners. The period of this guarantee shall continue from the recording of the Condominium Documents until December 31, 1987.

37. MISCELLANEOUS PROVISIONS.

A. The covenants and restrictions as herein contained and as attached hereto as exhibits forming a part of the condominium documents shall be deemed to run with the land.

B. If any provision of this Declaration and its exhibits hereto, as the same now exists or as may be later amended or any portion thereof, shall be held invalid by any Court, the validity of the remainder of said condominium documents shall remain in full force and effect.

C. These condominium documents shall be binding upon the heirs, nominees, successors, administrators, personal representatives and assigns of all residential unit owners.

D. All notices as herein provided shall be by Certified United States Mail, or by hand delivery.

E. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan association, recognized lending institution, mortgage banker, mortgage broker, and to a trust or private pension fund.

F. The liens herein referred to as maintenance assessments to particular residential units shall be specifically subordinate to the claim of any institutional mortgagee.

G. Anything herein to the contrary notwithstanding, the responsibility for maintenance, repair and replacement of any windows, doors or screens, plastic or other sliding aluminum panels, sliding glass doors or balconys appurtenant to particular residential units shall be that of the residential unit owners whether or not the same shall be located within the condominium unit except in those instances where such damage shall occur as a result of and as part of building structural damage resulting from calamity covered by condominium association insurance. Moreover, recognizing the importance of continuity, and the importance of uniform appearance, no amendment or alteration of any area of the exterior of the condominium unit or appurtenances thereto shall be made by the residential unit owner which is not in conformity with the general plan and color scheme of the buildings and without the consent of the Association.

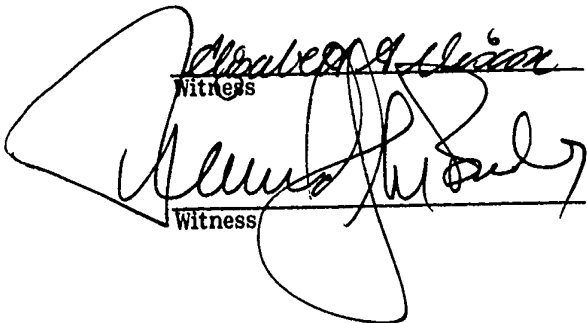
H. The responsibility for the maintenance, repair and replacement of any electrical, plumbing or other utility specifically serving the individual condominium unit shall be borne by the residential unit owner.

I. Two or more contiguous units owned in common ownership may be joined by creation of a passageway between adjacent units with prior written notice to the Condominium Association.

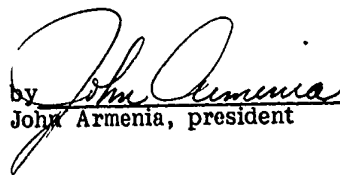
J. Adjacent units owned in common ownership may be connected by passageways through the common walls. Notwithstanding the existence of a passageway, units shall be deemed legally separated, unless an amendment to this declaration expresses another intent. The space formerly occupied by the intervening wall shall remain a common element, however, the owner of the affected units shall be responsible for maintenance of the passageway area. The original number of units is six, and that number will remain unchanged by passageways added subsequently or passageways closed and sealed unless otherwise specified.

K. The owner of adjacent units may make one or more passageways through common walls or seal off an existing passageway. The owner shall not undertake, any change which would adversely affect the common elements, nor that could not be changed again so that the units could be either physically separated or connected. At all times the unit owner of adjacent units shall have the power to connect and join or divide and separate the adjacent units. But at all times there shall be no more than six units. All changes shall be at the owner's expense and the owner requesting the change shall indemnify the Association and the other owners against any liability or damage resulting from the change.

IN WITNESS WHEREOF, LA PLAYA CONSTRUCTION CORPORATION has caused this Condominium Declaration to be signed in its name by its president, its corporate seal to be affixed, this 30th day of JULY, 1987.


Witness

LA PLAYA CONSTRUCTION CORPORATION

by  (SEAL)
John Armenia, president

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this 3rd day of August, 1987, before me personally appeared John Armenia as president of LA PLAYA Construction Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last said.

Notary Public, State of Florida
My Commission Expires June 22, 1990
Bonded thru Tary Tain - Insurance Inc.

Larry A. Sturgis
Notary Public
My Commission expires:

This Instrument Prepared By:
Richard John Brodeur, P.A. ✓
Post Office Box 214
Sanibel Island, Florida 33957

JOINDER OF MORTGAGEE

CITIZEN AND SOUTHERN NATIONAL BANK OF FLORIDA, formerly known as Bank of the Islands, Sanibel-Captiva, hereinafter referred to as Mortgagee, the owner and holder of two Mortgages on those lands submitted to condominium ownership and more particularly described in this Declaration of Condominium and in that Mortgage Deed to Mortgagee from John Armenia, as Trustee, dated November 21, 1985, and recorded on November 22, 1985, in O.R. Book 1815 at pages 2282 through 2308 and as amended, and in that Mortgage Deed recorded in O.R. Book 1847, Page 2904, and as amended, all of the Public Records of Lee County, Florida; joins in the making the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its Mortgages shall be upon the following described property on Sanibel Island, Lee County, Florida.

All of the condominium units of LA PLAYA, A CONDOMINIUM, according to the Declaration of Condominium of LA PLAYA, A CONDOMINIUM.

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

PROVIDED, HOWEVER, that this Joinder is not to be construed as a waiver of priority of its Mortgages nor waiver of any of the terms and conditions of said Notes and Mortgages.

Elaine Schmidt
Witness

Elaine Mazon
Witness

CITIZENS AND SOUTHERN NATIONAL
BANK OF FLORIDA.

By: Thomas A. Gawrys
Thomas A. Gawrys



STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this 4 day of August, 1987 before me personally appeared Thomas A. Gawrys, Senior Vice-President of Citizens and Southern National Bank of Florida, formerly known as Bank of the Islands, Sanibel-Captiva, to me known to be the person who executed the foregoing Joinder of Mortgagee and acknowledged the execution thereof to be the act and deed of said Bank for the uses and purposes therein mentioned.

WITNESS my signature and official seal in said County and State, the day and year aforesaid.

Mrs. Elaine Mazon
Notary Public
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES NOV. 20, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "B"

SURVEYOR'S PLAT
PLOT PLAN

Exhibit "B" is a composite exhibit consisting of the legal description of La Playa, a Condominium page B-2, the Surveyor's Plat reflecting the plot plan and typical floor plans of LA PLAYA, A CONDOMINIUM and the condominium units.

The Surveyor's Plat has been filed in the Condominium Plat Book in the office of the Clerk of the Circuit Court and appears in Condominium Plat Book 15 at pages 51 through 55, inclusive, in the Public Records of Lee County, Florida. For detail and dimensions as reflected on the Surveyor's Plat, refer to the Condominium Plat Book.

The complete legal description of the property submitted to condominium ownership is attached and incorporated herein at page B-2.

SCHEDULE "A"

DESCRIPTION
 PARCEL IN GOVERNMENT LOT 3
 SECTION 35, T. 46 S., R. 22 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

LA PLAYA CONDOMINIUM

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

From the northwest corner of said Section 35 run S 01 22' 00" E along the west line of Government Lot 4 in said Section 35 for 1334 feet to a concrete monument on the south line of Gulf Drive and the north line of unrecorded Sedgemoor; thence deflect 81 30' to the left and run S 82 52' 00" E along said north line and south line for 1315 feet; thence continue S 82 52' 00" E along said north line of said Sedgemoor for 100 feet to the northwest corner of Lot 15 of said unrecorded Sedgemoor and the Point of Beginning.

From said Point of Beginning run N 01 22' 00" W along a northerly prolongation of the west line of said Lot 15 for 8.35 feet to an intersection with the south line of Gulf Drive; thence run S 87 39' 00" E along said south line for 99.11 feet to an intersection with a northerly prolongation of the east line of said Lot 15; thence run S 01 22' 00" E along said prolongation for 16.71 feet to the northeast corner of said Lot 15; thence continue S 01 22' 00" E along said east line for 579.10 feet more or less to the Mean High Water Line of the Gulf of Mexico; thence run westerly along said Mean High Water Line for 99 feet more or less to an intersection with said west line of said Lot 15; thence run N 01 22' 00" W along said west line for 589.76 feet more or less to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.

EXHIBIT "BL"

BYLAWS
OF
LA PLAYA CONDOMINIUM
ASSOCIATION, INC.
(A Corporation Not For Profit)

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1984, as amended, the Condominium Act hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. If any definition in the condominium documents conflicts with a definition in the Act, the definition in the condominium documents shall prevail and govern the interpretation of this document.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Association shall be LA PLAYA Condominium Association, Inc., a corporation not for profit.

Section 2. The principal office of the Association in this State shall be located in Lee County, Florida.

Section 3. Other offices for the transaction of business shall be located at such places in Lee County as the Board of Administration may from time to time determine.

ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS

Section 1. The members of the Association shall be defined as the Condominium Unit Owners, more particularly described in the Declaration of Condominium.

Section 2. An annual meeting of the Association members shall be held on the third Monday in May of each year or within sixty days thereof as determined by the Board of Administration; said meeting to be held at the principal office of the Association or any such place in Lee County, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the Association members shall elect administrators to serve until their successors shall be elected and qualified.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent to each Association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen days before the date of such meeting. An officer of the association shall provide an affidavit, to be included in the official records of the association, affirming that notices of the association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the association. Any approval by unit owners called for by this chapter, or the applicable declaration or bylaws, including, but not limited to, the approval requirement in section 718.111(12), shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decision making except that unit owners may take action by written agreement without meetings, on matters for which action by written agreement, without meeting is expressly allowed by the applicable bylaws

or declaration or any Florida Statute which provides for the unit owner action. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration, or any Florida Statute.

Section 4. Voting.

A. The owner of each condominium unit shall be entitled to one vote, cast by the voting member. If an owner owns more than one condominium unit, he shall be entitled to one vote for each condominium unit owned. The vote of a condominium unit shall not be divisible.

B. A simple majority of all of the voting members total votes shall decide any question unless the Declaration, Bylaws or Articles provide otherwise.

C. Voting rights of a unit owner may not be restricted or denied for any reason.

Section 5. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of condominium unit owners shall constitute a quorum.

Section 6. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a condominium unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy.

Section 7. Designation of Voting Member. If a condominium unit is owned by one person, his right to vote shall be established by the record title to the condominium unit. If a condominium unit is owned by more than one person, the person entitled to cast the condominium unit's vote shall be designated in a Certificate to be filed with the secretary, signed by all of the record condominium unit owners of the condominium unit. If a condominium unit is owned by a corporation, it shall designate the officer or employee entitled to cast the condominium unit's vote by executing a Certificate to be filed with the secretary, signed by its president or vice president and attested to by its secretary or assistant secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a condominium unit owned by more than one person or by a corporation, such Certificate is not on file with the secretary of the Association, the vote of the condominium unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the condominium unit, except if said condominium unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the condominium unit. If a condominium unit is owned jointly by a husband and wife, the following provisions are applicable:

A. They may, but they shall not be required to, designate a Voting Member;

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

C. Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the condominium unit's vote.

ARTICLE III
ADMINISTRATION AND MANAGEMENT OF
CONDOMINIUM BY BOARD OF ADMINISTRATION

Section 1. The administration and management of the condominium property as the same relates to the common elements, and limited common elements, shall be vested in the condominium association through the Board of Administration. Minutes of all meetings of condominium unit owners and the Board of Administration shall be kept in a business-like manner and shall be available for inspection by condominium unit owners or Board of Administration members at all reasonable times. The Association shall maintain records according to good accounting practices which shall be open to inspection by condominium unit owners or their authorized representatives

at reasonable times and written summaries of which shall be supplied at least annually to condominium unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each condominium unit which shall designate the name and address of the condominium unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account and the current balance due.

Section 2. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things as are not prohibited by the Act, the Declaration, Articles or these Bylaws. These powers shall specifically include, but shall not be limited to, the following:

A. To exercise all powers specifically set forth in the Act, the Declaration, Articles, Bylaws and all powers incidental thereto.

B. To make regular and special assessments; to collect said assessments; and to use and expend the assessments to carry out the purposes of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominium, its common areas and facilities; to employ attorneys, accountants, contractors and other professionals as the need arises.

D. To make and amend regulations respecting the operation, use and maintenance of the common elements, limited common elements, property, facilities and all other units.

E. To enter into a contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. However, any such contracts shall not be in conflict with the powers and duties of the Association or the rights of residential unit owners as provided in the Condominium Act and these enabling documents.

F. To provide for the further improvement of the property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, pursuant to the Act, subject to the provisions of the Declaration, Articles and Bylaws.

G. To purchase condominium units in the condominium and to acquire and hold, lease, mortgage and convey the same through its officers on behalf of the Association.

Section 3. The business, and all property of the Association, the common elements, and the limited common elements, and all assessments and the management and control of the Association and property owned by it, shall be conducted and be managed by the Board of Administration of three administrators who shall be elected by the association members.

Section 4. The members of the first Board of Administration shall be named by the developer as reflected in the Articles of Incorporation of the Association.

Section 5. The annual budget meeting of the Association may be held during the annual Association meeting.

Section 6. Meetings of the Board of Administration shall be held in the principal office of the Association or at such other places in Lee County, within or without the condominium property, as a majority of the administrators shall from time to time designate.

Section 7. Meetings of the Board of Administration shall be open to all condominium unit owners and notices of these meetings shall be conspicuously posted at least 48 hours in advance for the attention of condominium unit owners, except in the case of an emergency. The bulletin board located near the stairs shall constitute a conspicuous place for the posting of this notice.

Section 8. For the transaction of business at any annual or special meeting a majority of the Board of Administration shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administration. A director of the association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 9. The Board of Administration shall elect the officers of the Association. Such election may be held at the Board of Administration

meeting following the annual Association meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

Section 10. Vacancies on the Board of Administration may be appointed by the remaining members of the Board at any Board of Administration meeting.

Section 11. At each annual meeting of the Association, the administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

Section 12. Members of the Board of Administration shall be elected for a term of one year, and any member of said Board of Administration may be re-elected for additional terms.

Section 13. When condominium unit owners other than the developer own 15% or more of the units which will be operated ultimately by the Association, these condominium unit owners other than the developer shall be entitled to elect not less than one third of the members of the Board of Administration of the Association. Upon election of the first unit owners, other than the Developer, to the Board of Administration, the Developer shall forward to the Division of Florida Land Sales & Condominiums the names and mailing addresses of the unit owner Board members.

Section 14. Condominium unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the Association three years after sales by the Developer have been closed on 50% of the condominium units which will be operated ultimately by the Association; or three months after sales have been closed by the Developer on 90% of the condominium units that will be operated ultimately by the Association; when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers, and none of the other units are being constructed or offered for sale by the Developer in the ordinary course of business; whichever occurs first. The Developer may permit the election of a majority of the Board of Administration any time prior to the times specified herein.

Section 15. The Developer shall be entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium operated by the Association.

Section 16. Within sixty days after condominium unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of an Association, the Association, through its Board of Administration, shall call a meeting and give not less than thirty days nor more than forty days notice of such a meeting to the condominium unit owners for such a purpose. Such a meeting may be called and such a notice may be given by any condominium unit owner if the Association, through its Board of Administration, failed to act.

Section 17. The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each condominium unit owner with notice of the budget meeting not less than fourteen days prior to the budget meeting. This budget, together with the notice for the budget meeting, may be delivered by hand as otherwise provided herein.

Section 18. The Board of Administration shall deposit the funds of the Association in such bank or banks as they may from time to time direct and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct. The Board of Administration shall have the power to borrow funds on behalf of the Association to meet current expenses not then collected from regular assessments for recurring common expenses or from special assessments.

Section 19. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by condominium unit owners or their authorized representatives at reasonable times.

Section 20. No condominium unit owner, except as an officer of the Association, shall have any authority to act for the Association.

Section 21. Consistent with the provisions of Florida Statute 718.112(2)(1), the Association members may direct any officer or administrator of the Association to provide surety or fidelity bonds in such amounts as may be directed. The bond premium for the bonds described above shall be paid for by the Association.

Section 22. The Board of Administration may make such rules and regulations or any amendment to these rules and regulations governing use of condominium property as they may deem proper upon approval of a majority of all condominium unit owners.

Section 23. The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association.

Section 24. The Board of Administration shall keep and maintain minutes of all meetings of unit owners and of the Board of Administration. These minutes shall be kept in a book available for inspection by unit owners. The Association shall retain these minutes for a period of not less than seven years.

Section 25. The statute of limitations for any actions in law of equity which the Association may have shall not begin to run until the owners have elected a majority of the members of the Board of Administration.

Section 26. If the Association fails to fill vacancies on the Board of Administration sufficient to constitute a quorum in accordance with the Bylaws, any unit owner may apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty days prior to applying to the circuit court, the unit owner shall mail to the Association and post in a conspicuous place on the condominium property a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during which time the Association fails to fill the vacancies, the unit owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 27. Subject to the provisions of section 718.301, 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 the voting interest. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by one unit owner giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

1. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Administration shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail. The Board of Administration shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours, any and all records of the association in their possession, or proceed as described in subsection 3.

3. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the division a petition for binding arbitration pursuant to the procedures Section 718.1255. For purposes of this Section, the unit owner who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the association in their possession within 72 hours of the effective date of the recall.

ARTICLE IV
OFFICIAL RECORDS

From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

1. The plans, permits, warranties, and other items provided by the Developer, pursuant to Section 718.301(4);
2. A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;
3. A photocopy of the recorded Bylaws of the association and all amendments thereto;
4. A certified copy of the Articles of Incorporation of the association or other documents creating the association and all amendments thereto;
5. A copy of the current rules of the association;
6. A book or books containing the minutes of all meetings of the association, of the Board of Directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years;
7. A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
8. All current insurance policies of the association and condominiums operated by the association;
9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility;
10. Bills of Sell or transfer for all property owned by the association;
11. Accounting records for the association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to;
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - c. All audits, reviews, accounting statements, and financial reports of the association or condominium.
 - d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
12. Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.
13. All rental records where the association is acting as agent for the rental of condominium units.
 - a. The official records of the association shall be maintained in the county in which is located the condominium.
 - b. The official records of the association shall be open to inspection by any association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member.

ARTICLE V
OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a president, a vice president-secretary and a vice president-treasurer, all of whom shall be elected by the Board of Administration. One person may hold more than one of these offices. All of the officers shall be members of the Board of Administration.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Administration at the first organizational meeting of each new Board.

Section 3. Term. The officers shall hold office for one year or until their successors are elected and qualify for their office.

Section 4. The President. The president shall be the Chief Executive Officer of the Association. He shall preside at all meetings of condominium unit owners and of the Board of Administration. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board of Administration.

Section 5. The Vice President. The vice president shall perform all of the duties of the president in the absence of the president, and such other duties as may be required of him by the Board of Administration.

Section 6. The Secretary. The secretary shall issue notices of all Board of Administration meetings and all meetings of condominium unit owners; he shall attend and keep minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the treasurer. All minutes shall be kept in a business-like manner and shall be available for inspection by condominium unit owners and Board of Administration members at reasonable times. The functions of the secretary may be delegated to a management company or its agents and employees working with and under the approval of the secretary and the Board of Administration.

Section 7. The Treasurer.

A. The treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Administration. The books shall reflect an account for each condominium unit owner. This account shall contain the name and address of the condominium unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon that condominium unit owner's account, and the balance due under that account.

B. He shall disburse the funds of the Association as may be ordered by the Board of Administration, making proper vouchers for such disbursements. He shall render an account of all of his transactions as the treasurer and of the financial condition of the Association to the Board of Administration whenever it may require it.

C. He shall collect all assessments and shall promptly report to the Board of Administration the status of collections.

D. He shall maintain accounting records according to good accounting practices which shall be open to inspection by condominium unit owners or their authorized representatives at reasonable times. He shall render to condominium unit owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities.

E. He shall prepare the Association's budget.

F. The functions of the treasurer may be delegated to a management company or its agents and employees working with and under the approval of the treasurer and the Board of Administration.

ARTICLE VI
ASSESSMENTS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, provided, however, that the Board of Administration, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

Section 2. Determination of Assessments.

A. The Board of Administration shall fix and determine the sum or sums necessary and adequate to assess condominium unit owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board of the Declaration. Funds for the payment of common expenses shall be assessed against condominium unit owners as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the

first day of each month unless otherwise ordered by the Board of Administration. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board of Administration. All funds due under these Bylaws and the Declaration are common expenses.

B. When the Board of Administration has determined the amount of any assessment, the treasurer shall mail or present to each condominium unit owner a statement of assessment. All assessments shall be paid to the treasurer, and upon request, the treasurer shall give a receipt for each payment received.

C. The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements; provided, however, the association shall not charge any fee against a unit owner for the use of common elements or association property unless such use is the subject of a lease between the association and the unit owner.

Section 3. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Administration.

Section 4. Late Payment Charge. If a condominium unit owner shall be more than ten days late in the payment of a quarterly installment upon an assessment, the Board of Administration shall impose a late payment charge of \$50.00. All unpaid assessments and late charges shall become a lien on the unit in favor of the Association and shall bear interest at the rate of 18% per annum calculated over the actual period of deficiency.

Section 5. Manner of Collecting Fines or Late Charges. The party against whom the fine or late charge is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time, and place of the hearing;
2. A statement of the provisions of the association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association. The party against whom the fine or late charges may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

Section 6. Audit. The Board of Administration shall render an annual statement to the condominium unit owners no later than four months after the end of the Association's fiscal year. The Board of Administration shall perform a continual internal audit of its financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Board of Administration may conduct an external audit by an independent auditor at such reasonable time as it shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association.

Section 7. Assessments for recurring common expenses shall be made for a twelve month period concurrent with the preparation of the annual budget. Such assessments shall be due in twelve equal consecutive monthly installments on the first day of each month for the twelve month period in which the assessments are made. If the new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular monthly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. The total assessments for the recurring common expense shall not be more than 115% of the assessments for the prior years, provided that this provision shall not prevent the levy of any necessary, extraordinary assessment from time to time. If a budget is adopted by the Board of Administration which requires an assessment against condominium unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of one condominium unit owner, a special meeting of the condominium unit owners shall be held upon not less than ten days written notice to each condominium unit owner, but within thirty days of the delivery of such application to the Board of Administration by any member thereof, at which such special meeting the condominium unit owners may consider and enact a revision of the budget and may recall

any or all members of the present Board of Administration and elect their successors. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than 66 2/3% of the condominium unit owners entitled to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the twelve month period shall then be due in equal monthly installments on the first month thereafter during the year in which the revised assessment is made. The rights and powers to collect common expenses, granted to the Board of Administration in this Article, may be exercised concurrently by the Developer until such time as the management of the Association shall be fully vested in the Board of Administration elected by the owners of the Association. The Board of Administration may have such actions or rights as the law may provide for any default of assessment payments; the Association shall have a lien against the unit for any unpaid assessments.

Section 8. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the condominium unit owners concerned. After such notice and upon approval in writing of a majority of such condominium unit owners concerned, the assessment shall become effective and it shall be due after thirty days notice thereof in such manner as the Board of Administration of the Association may require.

Section 9. Unpaid Assessments. 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 he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

Section 10. Lien for Unpaid Assessments. The association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium parcel is located, stating the description of the condominium parcel, the name of the record owner, the amount due, and the due dates. No such lien recorded after October 1, 1984, shall continue for a longer period than 1 year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure.

Section 11. Lien for Assessments Subordinate to Existing Mortgages. In any foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such condominium unit. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

Section 12. Notification of Mortgagee. Any condominium unit owner who mortgages his condominium unit shall notify the Association, providing the name and address of his mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the condominium unit owner on a condominium unit.

Section 13. Payment and Penalties. All assessments for common expenses shall be payable in monthly installments as determined by the Board of Administration and shall be payable in advance quarterly and due on the first day of each quarter payable in advance. In the event of any late payment received by the Board more than fifteen days after the payment due on the first of the month, the Board shall assess a penalty for late payment in the amount of \$50.00. All monthly payments received by the Board of Administration after the fifteenth of the month shall be deemed late payments and the penalty provisions of this section shall apply unless the unit owner making the late payment can obtain the unanimous consent of all other unit owners that the late payment penalty shall not apply. The Association shall charge a delinquent owner interest at the rate of 18% per annum calculated over the actual period of deficiency.

Section 14. Notice of Special Assessment. The specific purpose or purposes of any special assessment approved in accordance with the

condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the unit owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

ARTICLE VI
DEFAULT, COMPLIANCE AND LEGAL ACTIONS

Section 1. Violations. In the event of a violation by a condominium unit owner of any of the provisions of the Declaration, Bylaws or the Act, the Association, by direction of its Board of Administration, shall notify the condominium unit owner of said breach by written notice, transmitted to the condominium unit owner at his condominium unit by certified mail. If such violation shall continue for a period of thirty days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws or the Act, and the Association shall then, at its option, have the following elections:

A. To commence an action in equity to enforce performance on the part of the condominium unit owner; or

B. To commence an action at law to recover its damages; or

C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a Court that the condominium unit owner was in violation of any of the provisions of the above-mentioned documents, the condominium unit owner shall reimburse the Association for its reasonable attorney's fees incurred in bringing such action. Any violations which are deemed by the Board of Administration to be a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the condominium unit owner as a specific expense.

Section 2. Negligence or Carelessness of a Condominium Unit Owner. All condominium unit owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any condominium unit or its appurtenances. The cost of any maintenance, repair or replacement performed pursuant to this Section shall be charged to said condominium unit owner as a specific expense.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an condominium unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the original or Appellate Court.

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

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or a condominium unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted by the condominium documents.

Section 6. Notice of Right to Intervene. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting the Association and the condominium unit owners, the Association shall give notice of the exposure within a reasonable time to all condominium unit owners who may be exposed to the liability. These condominium unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as

individual condominium unit owners.

Section 7. Fines. The association may levy reasonable fines against a unit for failure of the owner of the unit or its occupant, licensee or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine shall become a lien against a unit. No fine shall exceed \$50.00 nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, to his licensee or invitee. The provisions of this subsection shall not apply to unoccupied units.

Section 8. Arbitration. In the event of any internal dispute arising from the operation of the condominium among the developer, unit owners, association, and their agents and assigns, the parties to the dispute may submit the dispute to binding arbitration pursuant to Florida Statute 718.1255.

ARTICLE VII AMENDMENTS TO THE BYLAWS

Prior to the time of the recordation of the Declaration, these Bylaws may be amended, altered or rescinded by an instrument, in writing, signed by a majority of the then existing Board of Administration.

Subsequent to the recording of the Declaration, these Bylaws may be altered, amended or added to at any duly called meeting of the condominium unit owners provided that:

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

B. The amendment shall be approved upon the affirmative vote of a majority of condominium unit owners;

C. Said amendment shall be recorded and certified as required by the Act. Notwithstanding anything above to the contrary, until condominium unit owners are entitled to elect a majority of the Board of Administration, these Bylaws may not be amended without a prior resolution of the Board of Administration requesting said amendments; and

D. Notwithstanding the foregoing, no amendment to these Bylaws may, at any time, be adopted or become effective which shall abridge, amend or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer.

ARTICLE VIII ANNUAL BUDGET

1. Budget Accounts and Expense Classifications. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statutes. 718.504(20).

2. Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00. These accounts shall include, but are not 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 or deferred maintenance expense of each reserve item. This subsection does not apply to budgets in which the level of assessments has been guaranteed pursuant to s. 718.116(8) prior to October 1, 1979, provided that the absence of reserves is disclosed to purchasers, or to budgets in which the members of an association have, by a vote of the majority of the members present at a duly called meeting of the association, determined for a fiscal year to provide no

reserves or reserves less adequate than required by this subsection. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

EXHIBIT "Aol"

ARTICLES OF INCORPORATION
OF
LA PLAYA CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, hereby associate ourselves into a corporation for the purposes hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1984, as amended, the Condominium Act hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. If any definition in the condominium documents conflicts with a definition in the Act, the definition in the condominium documents shall prevail and govern the interpretation of this document.

ARTICLE I
NAME

The name of this corporation shall be LA PLAYA Condominium Association, Inc. The mailing address for this corporation is Post Office Box 716, Sanibel Island, Florida 33957.

ARTICLE II
PURPOSE

This corporation is created to be the Association for LA PLAYA, A CONDOMINIUM. This corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation and management of the condominium as created in accordance with the terms, provisions, conditions and authority contained in these Articles of Incorporation and in the Declaration, Bylaws and the Act. This corporation may own, operate, lease, sell, trade and otherwise deal with the condominium property, in whatever manner may be necessary or convenient to accomplish the proper administration of this condominium.

ARTICLE III
POWERS

The powers of this corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the condominium documents and the Act.

2. The corporation shall have all the powers of condominium associations under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the corporation, including but not limited to, the following:

A. To make, establish and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements and condominium property;

B. To make, levy and collect assessments against unit owners; to provide the funds to pay for common expenses of each building and other improvements within the condominium as is provided in the condominium documents and the Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the corporation;

C. To maintain, repair, replace and operate the condominium property;

D. To reconstruct improvements within the condominium property in the event of casualty or other loss;

E. To enforce the provisions of the condominium

documents.

F. To foreclose liens in favor of the Association securing unpaid assessments.

ARTICLE IV MEMBERS

The qualifications of members, the manner of admission to membership, the termination of such membership and voting by members shall be as follows:

1. The owners of all condominium units in the condominium shall be members of this corporation, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of title to a condominium unit in the condominium. Membership shall be automatically terminated when a condominium unit owner divests himself of or transfers title to his condominium unit.

3. The share of a member in the funds and assets of this corporation, and membership in this corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

4. Until the condominium property is formally submitted to condominium ownership, the Membership of this corporation shall be comprised of the subscribers to these Articles. In the event of the resignation or termination of Membership of any such subscriber, the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters upon which the Membership is entitled to vote. When the condominium property is formally submitted to condominium ownership, the Developer shall exercise the Membership rights of a unit until title to the unit is transferred.

ARTICLE V TERM

The term for which this corporation is to exist shall be perpetual.

ARTICLE VI SUBSCRIBERS

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

Lucy Armenia	John Armenia
Captiva Cove Condominium,	Captiva Cove Condominium, Unit C
Unit C, Captiva Road	Captiva Road
Captiva Island, Florida, 33924	Captiva Island, Florida 33924

Kristin Scott
324 S.E. 25th Lane
Cape Coral, Florida 33904

ARTICLE VII BOARD OF ADMINISTRATION

The affairs of the corporation will be managed by a Board consisting of not less than three or more than five administrators determined by the Bylaws. In no event shall the Board consist of less than three administrators. The administrators on the first Board of Administration need not be members of the corporation.

Subsequent administrators of the corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. The administrators named in these Articles shall serve until the first election of administrators. All administrators shall have a fiduciary relationship to the condominium unit owners. Any vacancies in their number occurring before the first election shall be filled by the remaining administrators.

The names and addresses of the administrators who shall hold office and serve until the first regular meeting of the Membership at which administrators are elected are as follows:

The initial Board of Administration shall consist of the three administrators listed below

Lucy Armenia
Captiva Cove Condominium,
Unit C, Captiva Road
Captiva Island, Florida 33924

John Armenia
Captiva Cove Condominium, Unit C
Captiva Road
Captiva Island, Florida 33924

Kristin Scott
324 S.E.25th Lane
Cape Coral, Floirda 33904

ARTICLE VIII BOARD OF ADMINISTRATION

1. The operations of the condominium association, through the corporation, shall be by the Board of Administration. The Board of Administration shall elect officers for the Association. All officers of the Association shall have a fiduciary relationship to the condominium unit owners. The Board of Administration or its officers may employ a management company or any other such person or entity to perform the duties and functions of the Association.

2. The Board shall elect the president, vice president, secretary and treasurer. Officers may hold more than one office. The president shall be a member of the Board of Administration.

ARTICLE IX FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	John Armenia
Vice President-Treasurer	Lucy Armenia
Secretary	Kristin Scott

ARTICLE X BYLAWS

The Bylaws of the corporation shall be adopted by the first Board and thereafter may be altered, amended or rescinded in the manner provided for by the Bylaws.

ARTICLE XI AMENDMENTS

1. Prior to the time that the Declaration is recorded, these Articles may be amended by an instrument in writing, signed by all the subscribers to these Articles. The instrument shall state the Article Number and the contents of the amendment. It shall be filed in the office of the Secretary of State of the State of Florida and a certified copy of each amendment shall be attached to these Articles and be recorded with the Declaration.

2. After the Declaration is recorded, these Articles may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

B. A resolution seeking the approval of a proposed amendment may be proposed by either the Board or the Membership, and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval of the other. Such approval must be by 85% of the members present at any meeting at which there is a quorum; and such approval must be by 75% of the members of the Board at a meeting at which there is a quorum.

C. Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend or alter the rights of the Developer may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 16th day of April, 1986.

[Signature] (SEAL)
Lucy Armenia

[Signature] (SEAL)
John Armenia

[Signature] (SEAL)
Kristin Scott

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized to take acknowledgments in the State and County named above, personally appeared Lucy Armenia, John Armenia, and Kristin Scott, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation. They acknowledged before me that they executed the same for the purposes therein expressed.

SWORN TO and subscribed before me this 16th day of April, 1986.

[Signature]
Notary Public
My Commission expires: 10/26/89

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

IN COMPLIANCE WITH SECTION 48.901, Florida Statutes, the following is submitted:

FIRST, that LA PLAYA CONDOMINIUM ASSOCIATION INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at City of Sanibel, State of Florida, has named John Armenia who resides at Unit C, Captiva Cove Condominium, Captiva Road, Captiva Island, State of Florida, as its agent to accept service of process within Florida.

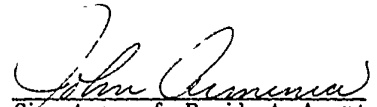


Signature of Corporate Officer
Lucy Armenia

Title: Vice President

Date: April 16, 1986

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with all the provisions of all the statutes relative to the proper and complete performance of my duties.



Signature of Resident Agent
John Armenia

Date: April 16, 1986

RECORDED AND RETURNED

CLERK OF THE CIRCUIT COURT
LEE COUNTY FLA.

AUG 4 12 24 PM '87