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CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

SANIBEL ARMS CONDOMINIUM, A CONDOMINIUM

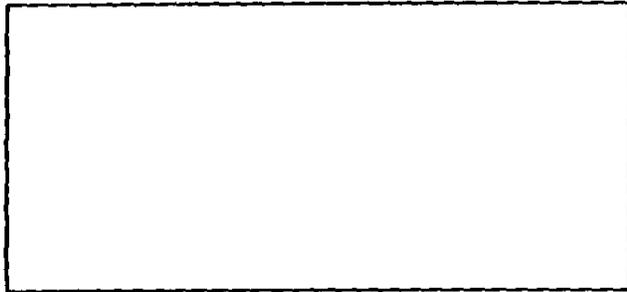
I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Sanibel Arms Condominium, the By-Laws of Sanibel Arms Condominium Association, Inc., the Articles of Incorporation of Sanibel Arms Condominium Association, Inc. and the Rules and Regulations of Sanibel Arms Condominium, which Declaration is recorded at O.R. Book 682, Page 692, of the Public Records of Lee County, Florida, were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 20th day of May, 1995. Said amendments were approved by a proper percentage of votes of the voting interests of the Association and subsequently ratified by the written joinder of the unit owners.

Attached to this Certificate of Amendment is the up-to-date Amended and Restated Declaration of Condominium for Sanibel Arms Condominium. Attached as Exhibit "A" to the Amended and Restated Declaration of Condominium are the Amended and Restated By-Laws for the Association as exist on the date hereof. Attached as Exhibit "B" to the Amended and Restated Declaration of Condominium are the Amended and Restated Articles of Incorporation for the Association, as exists on the date hereof. Attached as Exhibit "C" to the Amended and Restated Declaration of Condominium are the Amended and Restated Rules and Regulations as exists on the date hereof. Attached as Exhibit "D" is the Percentage Ownership as exists on the date hereof and attached as Exhibit "E" are the Surveyor's Plans as exists on the date hereof. The Amended and Restated Declaration of Condominium and its Exhibits are referred to as the Amended and Restated Condominium Documents.

The Amended and Restated Condominium Documents shall take effect upon recordation of this Certificate of Amendment upon the Lee County, Florida Public Records and will remain in full force and effect until subsequently amended.

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

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
SANIBEL ARMS CONDOMINIUM, A CONDOMINIUM
SANIBEL ISLAND, FLORIDA**

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ESTERO ENTERPRISES, INC., a Florida corporation, herein called "developer", made the original Declaration of Condominium which was recorded in the Lee County Public Records on April 21, 1971. There were various amendments to the Declaration of Condominium and its exhibits subsequently adopted by the Association membership. The members of the Association, by approval of this Amended and Restated Declaration of Condominium, hereby ratify and consent to governance under the condominium form of ownership, pursuant to Chapter 718, Florida Statutes (1993), as amended from time to time, and these Condominium Documents, as amended from time to time.

1. **SUBMISSION TO CONDOMINIUM** - The lands located in Lee County, Florida, owned by Developer and described in Paragraph number 2 following, were submitted to the condominium form of ownership.

2. **THE LAND** -

A parcel of land situated in Section 29, Township 46 South, Range 23 East, Lee County, Florida, described as follows: Commencing at the intersection of the centerlines of S. R. No. 867 and Lindgren Boulevard; as recorded in the Plat of Shell Harbor, Plat Book 23, Page 79, Public Records of Lee County, Florida; thence S 01°33'13" W, 1449.44 feet; thence continue along the centerline of Lindgren Boulevard S 00°44'51" E., a distance of 1171.51 feet; thence along the South right-of-way line of Gulf Drive, N 58°46'09" E., a distance of 1493.43 feet to a point; thence along the arc of a curve to the right, having for its elements Delta - 12°09'51", Radius - 1008.08 feet and an arc distance of 214.03 feet, to the point of beginning; thence continue along the arc of a curve having for its elements Delta - 5°36'08" Radius - 1008.08 feet and an arc

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distance of 98.567 feet to a point; thence along the arc of a curve to the left, having for its elements Delta - 10°49'14" Radius - 1157.10 feet, and an arc distance of 218.53 feet to a point on a line which is 450 feet Westerly of and parallel to the Westerly line of Sanibel Estates, Unit 2, Plat Book 9, Page 123, Lee County, Florida; thence run S 29°50'51" E. a distance of 470 feet, more or less, to the waters of the Gulf of Mexico; thence Westerly along the waters of the Gulf of Mexico to a point on a line which bears S 31°13'51" E., of the point of beginning, and is 309 feet, more or less, from the East line of lot herein described; thence run N 31°13'51" W., 480 feet, more or less, to the point of beginning. LESS, the Westerly 75 feet of the foregoing described parcel. ALSO INCLUDING Lots 122, 123, 124, First Addition to Shell Harbor, Plat Book 25, Page 66, Public Records of Lee County, Florida.

hereinafter called "the land", and upon which Developer constructed 64 single-family residential units and associated improvements designated SANIBEL ARMS CONDOMINIUM.

3. NAME - ASSOCIATION - The name of the condominium association governing SANIBEL ARMS CONDOMINIUM shall be SANIBEL ARMS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718 (1993), as amended from time to time) and as follows unless the context otherwise requires:

4.1 Unit - A part of the condominium property which is subject to private ownership, together with the appurtenances passing with it, including a share in the common elements.

Amended and Restated
Declaration of Condominium
Page 2 of 31

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OR2627 PG0497

4.2 Unit owner - The owner of a unit (condominium parcel).

4.3 Unit number - The letter, number, or combination thereof which is designated upon the surveyor plans, and in a condominium deed as the identification of a unit.

4.4 Assessment - means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner as herein provided.

4.5 Association - The Sanibel Arms Condominium Association, Inc.

4.6 Common Elements - The portions of the condominium property not included in the units, including:

4.6.1 The land.

4.6.2 All improvements and portions of improvements not included within a unit as hereinafter bounded.

4.6.3 Easements.

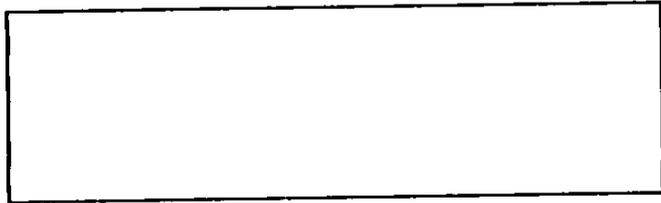
4.6.4 Installations for the furnishing of service to more than one unit or to the common elements, such as electricity, gas, water and sewer.

4.7 Common Expenses - means and includes:

4.7.1 Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the units which are the responsibility of the Association.

Amended and Restated
Declaration of Condominium
Page 3 of 31

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4.7.2 Expenses agreed upon as common expenses by the Association, or as designated in the By-Laws or the Condominium Act.

4.7.3 Any valid charge against the condominium property as a whole.

4.8 Common Surplus - means the excess of all receipts of the Association, over the amount of the common expenses.

4.9 Condominium Documents - means the declaration and its exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration. The exhibits annexed hereto as constituted and as the same may from time to time be amended, are:

- | | |
|-------------|--|
| Exhibit "A" | The By-Laws of SANIBEL ARMS CONDOMINIUM ASSOCIATION, INC. |
| Exhibit "B" | Articles of Incorporation of Sanibel Arms Condominium Association, Inc. |
| Exhibit "C" | Rules and Regulations of SANIBEL ARMS CONDOMINIUM ASSOCIATION. |
| Exhibit "D" | Schedule of percentage of ownership by each unit of the common elements. |

Amended and Restated
Declaration of Condominium
Page 4 of 31

OR2627 PG0498

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Exhibit "E" Photocopy of the original Surveyor's Plans, which are incorporated by reference.

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5. UNITS AND APPURTENANCES SHALL BE CONSTITUTED AS FOLLOWS:

5.1 Real Property - Each unit, together with the space within it, and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

5.2 Boundaries - Each unit shall be bounded as to both horizontal and vertical boundaries as shown on the surveyor plans, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

5.2.1 Horizontal Boundaries: The upper and lower boundaries of the unit shall be:

(a) **Upper boundary** - The underside of the concrete slab above and abutting the unit.

(b) **Lower boundary** - The upperside of the concrete slab below and abutting the unit.

5.2.2 Vertical boundaries: The vertical boundaries shall be:

**Amended and Restated
Declaration of Condominium
Page 5 of 31**

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(a) **Exterior boundaries:** The exterior of the outside walls of the building except where there is attached to or in existence as a part of the building a balcony, terrace, canopy or other attachment serving only the unit being bounded, in which event the boundaries shall be such as will include all such structures.

(b) **Interior boundaries:** Where units share a common or party wall, the unit boundary shall be the centerline of such wall. Where units abut common element areas such as a central corridor, the boundary shall be the exterior of such interior unit boundary wall.

5.3 Exclusive use - Each unit owner shall have the exclusive use of his unit.

5.4 Appurtenances - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

5.4.1 Common elements - an undivided share of the common elements, such undivided share to be that portion set forth hereinafter in Exhibit "D" attributable to the unit conveyed by deed to the unit owner.

5.4.2 Easements - for the benefit of the unit.

5.4.3 Association membership and interests in funds and assets held by the Association.

5.4.4 The exclusive use of one automobile parking space which may be denominated by number and assigned to the unit by the association.

**Amended and Restated
Declaration of Condominium
Page 6 of 31**

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5.4.5 Provided, however, that such appurtenances shall be subject to the easements for the benefit of other units and the Association, and subject to the right of the Association to modify easements, as provided in the Condominium Act.

5.5 Easement to air space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time.

5.6 Cross Easements - Shall include the following easements from each unit owner to each other unit owner and to the Association:

5.6.1 Ingress and Egress - Easements through the common areas for ingress and egress.

5.6.2 Maintenance, repair and replacement - Easements through the units and common elements for maintenance, repair and replacement. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.6.3 Utilities - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

6. MAINTENANCE, REPAIR AND ALTERATIONS - Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

Amended and Restated
Declaration of Condominium
Page 7 of 31

DR2627 P60501



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6.1 Association Maintenance. The maintenance, repair and replacement of all common elements (except as set forth to the contrary herein), and Association property, shall be performed by the Association, and the cost is a common expense. Association maintenance shall include, but not be limited to, painting, roofing, and maintaining portions of the condominium property exposed to the elements, but shall not include maintenance of screen frames or screening, lanai or patio enclosures, or other portions of the condominium property which exclusively service or benefit a particular unit. The Association's maintenance responsibility includes, without limitation, all electrical conduit, rough plumbing, and other installations located within a unit but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements, but does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit.

6.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and limited common elements serving only or his unit, except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation, maintenance, repair and replacement of screens (including hardware and framing), windows and window glass (including sliding glass doors and other glass partitions and the structural components thereof); also unit service door, excepting that the Association will paint these named doors when it is painting the building exterior (but not at other times); and all other doors and the structural components thereof (including hardware) within the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections); appliances; all portions of the heating and air conditioning equipment and utility installations in connection therewith (no matter where located); carpeting and other floor covering, (including lanai and balcony areas); door and

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window hardware; and locks, appliances, other facilities or fixtures located or contained entirely within his own unit which serve only his own unit; and all other interior walls (including interior walls which form a part of the outer side of the building). However, any insurance proceeds paid to the Association with respect to any loss or damage within the unit which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair. The unit owner shall also have the following responsibilities:

6.2.1 To obtain the prior approval of the Association before performing any maintenance responsibilities which requires changes or alterations to the physical appearance of the condominium property, excavation, access to building roofs, removal or modification of any interior partitions, the use of heavy or noisy equipment or such other actions as may cause concern for the peace and safety of the condominium and its residents. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- a. Use of licensed and insured contractors;
- b. Oversight by the Association or its agent;
- c. Submitting plans as to the scope of the contemplated repair;
- d. Restrictions as to hours of work;
- e. Imposition of time limits in which jobs must be completed.

**Amended and Restated
Declaration of Condominium
Page 9 of 31**

OR2627 P60503

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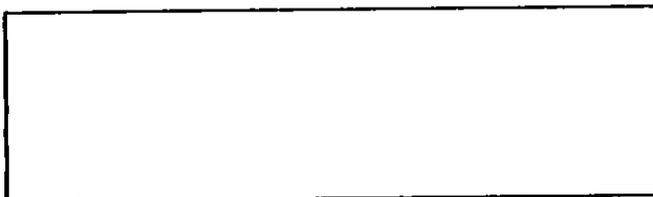
- f. Equipment that may be parked or stored on or near the condominium property during construction.
- g. Storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree, and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

6.2.2 With regard to balconies, lanais or patios, the unit owner who has the right to the exclusive use of said balcony shall be responsible for the maintenance, care and preservation of the floor coverings, the screens and frames, and storm shutters and other enclosures, as well as fixed and/or sliding glass doors in portions of the entrance way, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association shall be responsible for maintenance, repair and replacement of balcony floors, ceilings and exterior portions, and also the building walls enclosed by the balconies, provided that painting and regular maintenance (nonstructural) of building walls enclosed by screen patios, balconies and lanais, shall be done by the unit owners, subject to the uniformity of appearance and other criteria set forth in these condominium documents. The Association may paint the interior balcony walls and ceilings in connection with painting of the exterior of the building and at such time, the cost thereof shall be a common expense.

**Amended and Restated
Declaration of Condominium
Page 10 of 31**

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6.2.3 Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, ceiling fans, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, porches, foyers, and utility or laundry rooms. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior approval of the Board of Directors.

6.2.4 The appearance of porches, lanais, balconies, courtyards, and like areas, including screens and frames, hardware, storm shutters, fencing and other items and portions of the building or other structures or improvements visible from the exterior of the unit, shall be subject to the rules and regulations of the Association as promulgated by the Board of Directors. There shall be no enclosure of screened porches, balconies or lanais with glass, solid structures, or otherwise without the prior approval of the Board of Directors. The Board may regulate permissible balcony floor coverings and may require the removal of floor coverings, if necessary, for the preservation of the structural integrity of the building.

6.2.5 If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements, the unit owner, his heirs, successors, and assigns shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility.

6.3 Alterations by Unit Owners. No owner may make or permit the making of any modifications or alterations to his unit, the common elements, or the limited common elements, or in any

Amended and Restated
Declaration of Condominium
Page 11 of 31

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OR2627 PG0506

manner change the exterior appearance of any portion of the condominium or any portion of the unit visible from the exterior of the building, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. If the change involves a material alteration or substantial addition to the common elements, Board and unit owner approval must be obtained as provided elsewhere herein. The Board may take into account uniformity of appearance, compatibility with architecture at Sanibel Arms, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building. Any glass, screen, curtain, blind, shutter or awning which may be installed where visible from outside the unit is subject to regulation by Board of Directors.

6.4 Alterations by Association. There shall be no material alterations or substantial additions to the common elements or association property, except as authorized by 75% of the Board of Directors and the subsequent approval of 51% of the members of the Association present, in person or by proxy, and voting at a meeting of the Association. Necessary maintenance to the common elements, regardless of the level of expenditure, is the responsibility of the Board of Directors.

6.5 Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have the right to enter the owner's unit,

**Amended and Restated
Declaration of Condominium
Page 12 of 31**

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institute legal proceedings at law or in equity to enforce compliance, or to take any and all other lawful actions to remedy such violation, including entering the unit and performing the maintenance functions, in which even the unit owner shall be charged for the costs of such activities by the Association which shall be a charge against the unit secured by a lien as in the case of any other assessment.

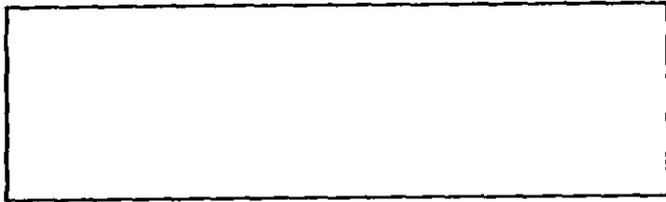
6.6 Negligence. Damage Caused by Condition of Unit. Each unit owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, Association property, or maintenance of portions of the unit as are the responsibility of the Association, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, whether caused by the owner's negligence or otherwise, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread at the unit owner's expense. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. Unit owners are required to shut off all water valves when they will be absent from their units for any extended period, unless the unit is being regularly inspected by a caretaker.

6.7 Replacement of Hot Water Heaters. Water heaters must be replaced every seven (7) years by owners. Failure of a unit owner to maintain his unit in accordance with this paragraph, resulting in a condition which damages or is likely to damage the common elements or other units, shall entitle the Association to perform such preventive or remedial work as may be necessary or

**Amended and Restated
Declaration of Condominium
Page 13 of 31**

DR2627 PG0507

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advisable in the judgment of the Association at the expense of the unit owner, which expense shall be secured as a special charge upon the unit.

7. ASSESSMENTS - The assessments against the unit owners shall be made or approved by the Board of Directors of the Association and paid by the unit owners to the Association in accordance with the following provisions:

7.1 Share expenses - Common expenses - Each unit owner shall be liable for his share of the common expenses and any common surplus shall be owned by each in a like manner, as set forth in Exhibit "D".

7.2 Liability for assessments - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and his grantees or other acquirer of title, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of transfer of title. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made. Liability for assessments in cases involving foreclosure of a mortgage is established in Paragraph 17 of this Declaration of Condominium.

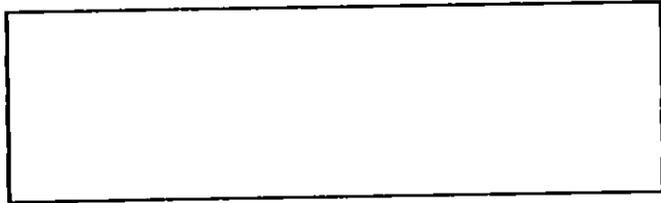
7.3 Lien for assessments - The unpaid portion of an assessment which is due together with interest thereon, late fees, costs and expenses of collection, and reasonable attorney's fees for collection, shall be secured by a lien upon:

7.3.1 The unit, and all appurtenances thereto when a notice claiming the lien has been recorded in the Public Records of Lee County by the Association in accordance with the requirements of the Condominium Act.

**Amended and Restated
Declaration of Condominium
Page 14 of 31**

OR2627 PG0508

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7.3.2 All tangible personal property located in the unit.

7.3.3 Collection:

(a) Interest; application of payments - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before said 10th day shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. In addition, the Association shall have the authority to charge an administrative late fee at the maximum rate allowed by law. All payments upon account shall be first applied to interest, costs and expenses of collection, attorney's fees, late fees and then to the assessment payment first due.

(b) Suit - The association, at its option, may enforce collection of delinquent assessments accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other competent proceedings, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 18% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees.

8. ADMINISTRATION - The administration of the condominium shall be by the Association, as set forth in the Condominium Documents.

8.1 Limitation of liability - Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property or for injury or damage caused by the elements or other owners or persons.

Amended and Restated
Declaration of Condominium
Page 15 of 31

OR2627 PG0509

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8.2 Trust - All funds and the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the unit owners for the purposes herein stated.

9. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

9.1 Authority to purchase - All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the unit owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the units, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association and their respective servants, agents and guests.

9.2 Unit owners - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article 9.1, hereof (if same is available).

9.3 Coverage:

9.3.1 Casualty - The buildings, as defined in the Condominium Act, as amended from time to time, and all other insurable improvements upon the land and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. The policies may allow for a

**Amended and Restated
Declaration of Condominium
Page 16 of 31**

DR2627 PG0510

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commercially reasonably deductible, as determined by the Board of Directors. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to vandalism, malicious mischief, windstorm, and water damage, if available.

9.3.2 Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages;

9.3.3 Workmen's Compensation policy to meet the requirement of law.

9.3.4 All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

9.4 Premiums - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

9.5 All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association, and hold same in trust for the purposes stated, as follows:

**Amended and Restated
Declaration of Condominium
Page 17 of 31**

DR2627 PG0511

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9.5.1 Common elements - Proceeds on account of damage to common elements - For the association.

9.5.2 Units - Proceeds on account of damage to units shall be held in the following shares:

(a) Partial destruction or when a unit is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by the damaged unit.

(b) Total destruction of the buildings or where the buildings are not to be restored - for the unit owners in the percentage attributable to the unit conveyed by deed to the owner, as shown in schedule "D".

9.5.3 Mortgagees - In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

9.6 Distribution of Proceeds - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

9.6.1 Reconstruction or repair - If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

9.6.2 Failure to reconstruct or repair - If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners,

Amended and Restated
Declaration of Condominium
Page 18 of 31

OR2627 PG0512

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remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any unit and may be enforced by him.

10. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

10.1 If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage renders 1/2 or more of the apartments untenable, and 75% of the owners at a meeting called and held within 90 days of the casualty, vote against such repair or replacement. This time-frame may be extended by action of the Board, to meet exigencies affiliated with natural disasters, so long as the vote is held within one (1) year of the casualty.

10.1.1 Any such reconstruction or repair shall be substantially in accordance with the plans and specifications.

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

10.2.1 Estimate of costs - immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

10.2.2 Assessments - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and

**Amended and Restated
Declaration of Condominium
Page 19 of 31**

OR2627 P60513

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DR2627 PG0514

premium, if any as well as shortages occasioned by the existence of a deductible) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

10.2.3 Construction funds - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs as determined by the Board of Directors:

10.2.4 Insurance adjustments - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one unit, subject to the rights of mortgagees of such unit owners.

11. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the following provisions:

11.1 Single family residences - Each of the units shall be occupied only by a single family as its residence and for no other purpose, subject to Paragraph 26.

11.2 Nuisances - No nuisances shall be allowed nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

11.3 Lawful use - No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part

**Amended and Restated
Declaration of Condominium
Page 20 of 31**

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OR2627 PG0515

thereof; and, all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned.

11.4 Interpretation - In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of the buildings.

11.5 Regulations - Rules and Regulations concerning the use, transfer, occupancy, and appearance of the condominium property are attached as Exhibit "C", and form part of the Condominium Documents. These Rules and Regulations may be amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners, and need not be (but may be) recorded in the Lee County Public Records.

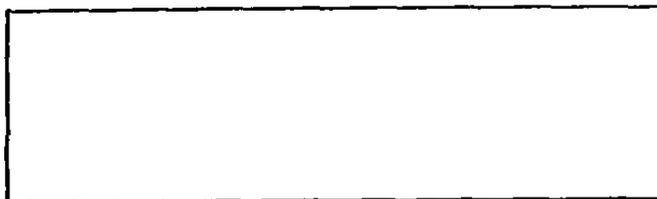
11.6 LIMIT ON OWNERSHIP OF MULTIPLE UNITS - No person or entity shall obtain ownership of more than two condominium units.

12. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the lease conveyance, disposal and financing of the units by any owner shall be subject to the following provisions:

12.1 No owner may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association, through its Board of Directors (or the Manager if so authorized by the Board) except to another unit owner,

**Amended and Restated
Declaration of Condominium
Page 21 of 31**

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OR2627 PG0516

subject to Paragraph 26.

12.2 No owner may mortgage or finance his unit or any interest therein in any manner without the written approval of the Association except for a purchase money first mortgage to an institutional lender and except for purchase money mortgage to former or multiple unit owners.

12.3 No assignment or disposition of interest in a unit by an approved acquirer shall be valid and binding unless to another unit owner or a financial institution of the type listed in Paragraph 12.2 above without the written approval of the Association.

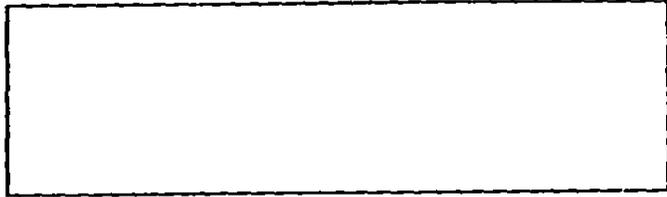
12.4 The approval of the Association shall be obtained as follows:

12.4.1 Written notice shall be given the Association by the owner or interest holder of his intention to convey, dispose, finance or assign his interest, which notice shall include the name and address of the intended acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, and shall have 30 days to reach a decision.

12.4.2 If a sale - In its discretion based on an examination of the information required by (.1) above and within that time, the Association shall approve or disapprove; and if the latter propose an alternate which may be the Association itself. Price and terms shall be comparable and, subject to (12.4.3) below, owner shall be obligated to sell to the alternate on that basis or may elect to withdraw the unit from sale.

Amended and Restated
Declaration of Condominium
Page 22 of 31

FOR CLERK'S USE ONLY



OR2627 PG0517

12.4.3 At the option of the owner, if a dispute arises, the price to be paid shall be the fair market value as determined by arbitration in accordance with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by said Association who shall base their determination upon an average of their appraisals; and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be paid by the owner, and the purchase price shall be paid in cash.

12.4.4 The sale shall be closed within 30 days after an alternate purchaser has been furnished or the Association has elected to purchase or within 30 days of the arbitration award whichever is later.

12.5 If the proposed transaction is a lease, gift, mortgage or a lender other than those types listed in Paragraph 12.2 above, assignment of interest or other disposition than a sale, disapproval of the association shall be sent in writing to the owner or interest holder and the transaction shall not be made.

12.6 Approval of the Association may in any event be conditioned upon approval of the occupants of a unit, and only entire units may be leased.

12.7 Liens -

12.7.1 Protection of property - All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

Amended and Restated
Declaration of Condominium
Page 23 of 31

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OR2627 PG0518

12.7.2 Notice of lien - An owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

12.7.3 Notice of suit - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within five (5) days after the owner receives knowledge thereof.

12.7.4 Failure to comply - with this section concerning liens will not affect the validity of any judicial sale.

12.8 Judicial sales - No judicial sale of a unit nor any interest therein shall be valid unless:

12.8.1 Private sale - The sale is to a purchaser approved by the Association, which approval shall be in recordable form and delivered to the purchaser and recorded in the Public Records of Lee County, Florida; or

12.8.2 Public Sales - The sale is a public sale with open bidding.

12.9 Unauthorized transactions - Any transaction which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT - Each owner shall be governed by and shall comply with the terms of the condominium documents and regulations as they may be amended from time to time. A default shall entitle the Association or other owners to the following relief, and such other relief as may be afforded by the By-Laws, or by law:

Amended and Restated
Declaration of Condominium
Page 24 of 31

FOR CLERK'S USE ONLY



13.1 Legal proceedings - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved owner.

13.2 Negligence - An owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the owner's act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

13.3 Cost and Attorney's fees - In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

13.4 No waiver of rights - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENT - The Declaration of Condominium may be amended in the following manner:

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

**Amended and Restated
Declaration of Condominium
Page 25 of 31**

0R2627 P60519

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OR2627 PG0520

14.2 Resolution - A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association, and after being proposed and approved by one of such bodies it requires approval by the other. Directors and owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by three-fourths (3/4ths) of the Directors and not less than 51% of the members of the Association. Amendments correcting errors or omissions may be adopted by the Board alone.

14.3 Recording - A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Lee County, Florida.

14.4 Proviso - Provided, however, that no amendment of any condominium document shall unlawfully discriminate against any owner or against any unit or class or group of units unless the owners so affected shall consent.

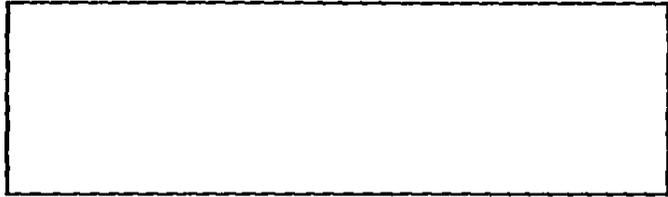
15. TERMINATION - The condominium shall be terminated if at all, in the following manner:

15.1 The termination of the condominium may be effected by the agreement of 75% of the owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Lee County, Florida.

15.2 Destruction - If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated as provided in Paragraph 15.1 above.

**Amended and Restated
Declaration of Condominium
Page 26 of 31**

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15.3 Shares of unit owners after termination - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "D". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the owners and their first mortgagees in proportion to their interests therein as elsewhere set forth. The costs incurred by the Association in connection with a termination shall be a common expense.

15.4 Following termination - The property may be partitioned and sold upon the application of any owner. If the Board of Directors following a termination, by not less than a 75% vote, determines to accept an offer for the sale of the property, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

15.5 The members of the last Board of Directors shall continue to have such powers as in this declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16. COVENANTS RUNNING WITH THE LAND - All provisions of the condominium documents shall be construed to be covenants running with the land, including but not limited to every unit and the appurtenances thereto; and, every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

**Amended and Restated
Declaration of Condominium
Page 27 of 31**

DR2627 P60521

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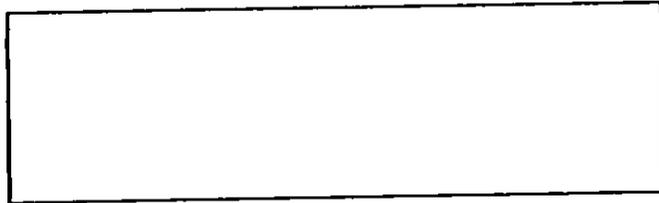


17. **MORTGAGE FORECLOSURE** - In the event proceedings are instituted to foreclose any mortgage or lien on any unit the Association on behalf of one or more unit owners and with the permission of the mortgagee may redeem from the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit upon foreclosure sale. An approved mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose the mortgage in accordance with its terms and to bid upon the unit at the foreclosure sale, provided the lending institution owning the mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the default, mailed at least 30 days prior to the institution of foreclosure proceedings, during which time the Association shall have the right to cure the default by payment to the mortgagee of all sums due upon the default, and following such payments the mortgagee shall be required to waive the default, and if the default is not cured as aforesaid, and should the Association or any member, individually or collectively fail to purchase the mortgage, together with any costs incident thereto, from the mortgagee, or fail to redeem the mortgage, then the mortgage taking title on foreclosure sale or taking title in lieu of foreclosure sale, may acquire the unit and occupy it and let, relet, sell and resell it subject only to the restriction limiting the occupation of the property to persons approved by the Association. If the Association or any members redeems the mortgage or cures the default, it shall have a lien against the unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment. First mortgagees and other persons acquiring title to a unit at the foreclosure sale of a mortgage of record shall be liable for unpaid Association assessments pertaining to the unit as provided in Section 718.116, Florida Statutes (1994 Supp.), as amended from time to time.

OR2627 P60522

**Amended and Restated
Declaration of Condominium
Page 28 of 31**

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18. **POWERS AND DUTIES OF ASSOCIATION** - The powers and duties of the Association shall be as set forth in the Condominium Documents together with those reasonably implied to effect the purposes of the Association and the Condominium Documents. Such powers shall be exercised in accordance with, and be subject to, the provisions of the Condominium Documents.

19. **MEMBERS** - The qualification of members, the manner of their admission and voting by members shall be as follows:

19.1 All owners of units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

19.2 Membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this declaration, the Association need not recognize membership or ownership in any person until its requirements have been complied with.

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

**Amended and Restated
Declaration of Condominium
Page 29 of 31**

OR2627 PG0523



20. DIRECTORS -

20.1 The affairs of the Association shall be managed by a Board of seven Directors as set forth in the By-Laws. Their elections, removal, qualifications and other matters concerning them shall be as set forth in the By-Laws.

21. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association as set forth in the By-Laws.

22. PERCENTAGE OWNERSHIP - All reference in the Condominium Documents to a unit owner's share of the condominium, its common elements, common surplus, assessments, assets or liabilities shall mean the percentage set forth in Exhibit "D" attached.

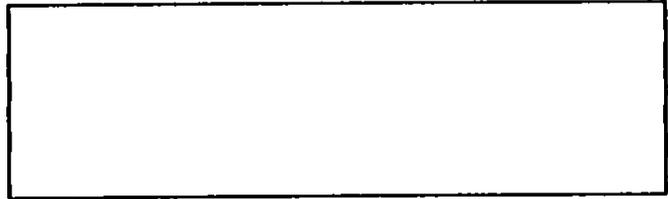
23. SEVERABILITY - If any provisions of the Condominium Documents, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

24. VOTING - Each unit shall have one full vote in all matters, which vote shall be counted as one-sixty fourth part of the whole.

25. PARKING - There shall be appurtenant to each unit at all times whether or not specifically allocated, one parking space which shall pass with the title thereto. The allocation of a particular space to a particular unit (if made) may be made by an unrecorded written instrument given a unit purchaser upon closing, and thereafter by the Board of Directors. The Unit owner shall thereafter have the exclusive right to use such space without charge, and the cost of maintenance of all parking spaces shall be a part of the common expenses for purposes of assessment. Two or

**Amended and Restated
Declaration of Condominium
Page 30 of 31**

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more unit owners may exchange their parking spaces by submitting to the Board of Directors signed and witnessed requests for exchange and surrendering their initial or current allocation instruments. The directors shall thereupon execute and deliver to such unit owners new parking space allocation instruments signed in the name of the association by the chairman and secretary of the Board and bearing the association seal, reflecting the changed allocations. Such changed allocations shall have the same force and effect as the ones they replace. No other provision in the declaration shall be construed to prevent this exchange privilege.

26. OWNER LEASING - SHORT TERM - Paragraph 11.1 shall not operate to prevent the leasing of apartments (nor the granting of permission by an owner to friends or relatives to use an apartment) for seasonal or vacation occupancy. No leases shall be for periods of less than one week, and no rooms may be rented.

27. ACQUISITION OR DISPOSITION OF CONDOMINIUM PROPERTY - The sale, acquisition, conveyance or mortgaging of property may be effectuated only by vote of three-fourths (3/4ths) of the Directors and not less than fifty-one (51%) of the voting interests of the Association, present (in person or by proxy) and voting at a meeting called for the purpose.

**Amended and Restated
Declaration of Condominium
Page 31 of 31**

OR2627 PG0525

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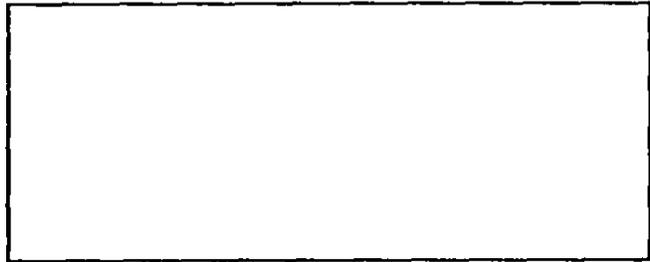


EXHIBIT "A"

AMENDED AND RESTATED BY-LAWS

OF

SANIBEL ARMS CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF BY-LAWS - SEE CURRENT
BY-LAWS FOR CURRENT TEXT**

1. IDENTITY - These are the By-Laws of Sanibel Arms Condominium Association, Inc., a not for profit Florida Corporation formed for the purpose of administering the Sanibel Arms Condominium which is located at Lee County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1. OFFICE - The office of the Association shall be at the Condominium or such other location within Lee County as may from time to time be determined by the Board of Directors.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3. SEAL - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4. DEFINITIONS - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for Sanibel Arms Condominium and the Florida Condominium Act, both as amended from time to time.

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 1 of 26**

0R2627 PG0526

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2. MEMBERS' MEETINGS

2.1. ANNUAL MEETINGS - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors each year on such date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

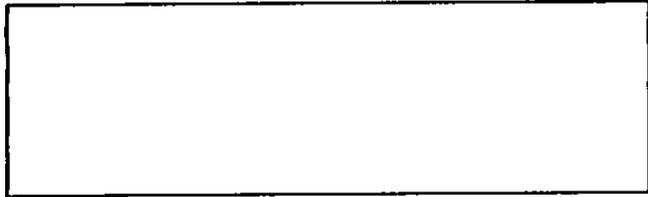
2.2. SPECIAL MEETINGS - Special member's meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors or when requested by written notice from ten percent (10%) of the Association voting interests. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to F.S. 718.112(2)(k) (1994 Supp.), as amended from time to time.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of all members meetings shall be sent to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any members meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. The person giving notice shall execute an affidavit of mailing per F.S. 718.112(2)(d)(2)(1993), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the president or secretary or other designee of the Board. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a designated location on the Condominium Property not less than 14 days prior to the date of the meeting. The Board, upon notice to unit owners, shall by rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 2 of 26**

DR2627 PG0527

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Notice of specific meetings may be waived before, or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Notice may be given by hand delivery where permitted by law.

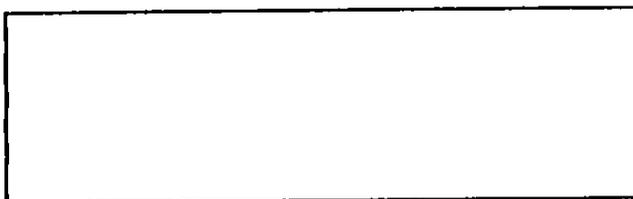
2.4. BOARD OF DIRECTORS ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular election shall occur at the annual meeting, as the first order of business.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any member or spouse of a member desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than thirty-five days (35) before the annual meeting, but not more than forty (40) days, the Board shall hold a duly noticed Board meeting for the purpose of accepting additional nominations. Any member or spouse of a member may nominate himself or nominate another eligible person, if he has permission in writing to nominate the other person. Not less than thirty (30) days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no larger than 8 1/2 inches by 11 inches if so furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur at the annual meeting, as the first order of business. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2.3 above.

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 3 of 26**

DR2627 P60528

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2.4.2. At the discretion of the Board of Directors, either ballots or a voting machine will be available for use of owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement necessary for election but at least twenty percent (20%) of voting interests must cast a vote for a valid election to be held. Elections shall be decided by a plurality of those votes cast. Write in candidates are not permitted.

2.4.4. The Board of Directors may appoint a Committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

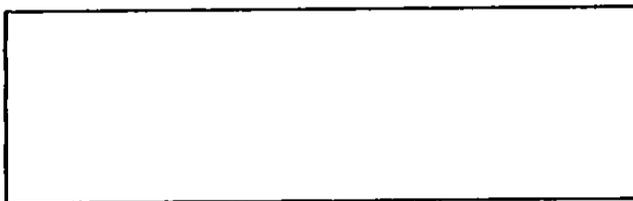
2.5. QUORUM - A quorum at members' meetings (except for the purpose of electing Directors) shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the Condominium Documents require a larger percentage in which case the percentage required in F.S. 718 or the Condominium Documents shall govern.

2.6. INDIVISIBLE VOTE - Each unit shall have one indivisible vote. Any record owner may vote on behalf of the unit. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not authorized.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 4 of 26

DR2627 PG0529

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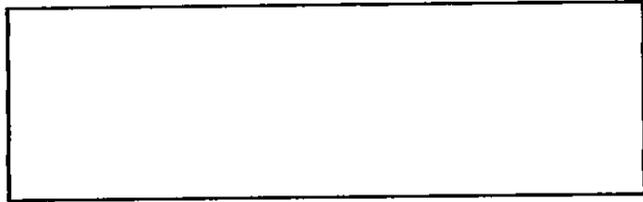
2.7. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days from the date of the original meeting, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members except as specifically authorized by statute or Division of Land Sales rule. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Members may retroactively cure any alleged defect in a proxy by signing a statement ratifying the member's intent to cast a proxy vote. The use of proxies in the conduct of Association affairs is to be liberally construed.

2.8. NO QUORUM - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 5 of 26**

DR2627 P60530

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2.9. ORDER OF BUSINESS - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or Director);
- (c) Appointment by the chairman of inspectors of election;
- (d) Election of Directors; (If there are only as many, or fewer, pre-qualified candidates as there are seats on the Board, the election need not be held and the pre-qualified candidates shall assume Board seats immediately after the annual meeting.)
- (e) Calling of the roll, certifying of proxies, and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of Officers;
- (i) Reports of Committees;
- (j) Unfinished business;
- (k) New business;

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 6 of 26**

DR2627 PG0531

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(1) Adjournment.

2.10. ACTION WITHOUT A MEETING - Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS - The affairs of the Corporation shall be governed by a Board composed of seven Directors. All Directors shall be members or must be the spouse of a member. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the voting interests on the date of the annual meeting for a two year term. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. A seat held by an Director who ceases to be a member or the spouse of a member, shall thereby automatically become vacant. It is the intention of

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 7 of 26

OR2627 P60532

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these By-Laws that a staggered term be maintained, so that four seats are up for election one year and three seats the next year.

3.2. BOARD VACANCIES - Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that a Director who has been recalled by the membership, may not be appointed to fill the vacancy created by his removal.

3.3. ORGANIZATION MEETING - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.4. REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

3.5. SPECIAL MEETINGS - Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.6. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by an Director at a meeting shall constitute waiver of notice of the meeting.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 8 of 26

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3.7. NOTICE TO OWNERS OF BOARD MEETINGS - Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

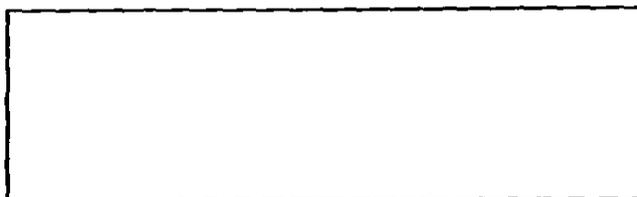
3.8. OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS - Meetings of the Board of Directors and Committees thereof at which a majority of the members of that Committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements.

3.9. BOARD MEETINGS, QUORUM AND VOTING - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except when electing officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 9 of 26

OR2627 P60534

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Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10. PRESIDING OFFICER - The presiding officer at Directors' meetings shall be the President and in his absence, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. DIRECTOR COMPENSATION - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST owners to defray the costs of the Association.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3. To MAINTAIN, REPAIR, REPLACE AND OPERATE the Condominium property.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 10 of 26

BR2627 PG0535

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4.4. TO ENACT RULES AND REGULATIONS concerning the transfer, use, appearance, occupancy of the units, common elements, and limited common elements subject to any limitations contained in the Declaration of Condominium.

4.5. TO RECONSTRUCT COMMON ELEMENTS AND IMPROVEMENTS AFTER CASUALTY and to further improve the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meaning.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominium.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 11 of 26

DR2627 PG0536



4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

4.13. TO CONTRACT FOR PRODUCTS AND SERVICES - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. The Association may opt-out of these competitive bidding requirements on a calendar year basis, by a vote of two-thirds (2/3) of the entire voting interests, at a duly noticed meeting of the Association.

4.14.1. TO LEVY FINES - The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00, or such maximum amount as is permissible by law.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 12 of 26

OR2627 PG0537

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4.14.2. The party against whom the fine 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 Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated;
3. A short and plain statement of the matters asserted by the Association.

4.14.3. The party against whom the fine 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. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants.

4.15. TO APPOINT COMMITTEES - The Directors may appoint Committees. All Committees and Committee members shall serve at the pleasure of the Board. All Committees of the Association which are authorized to act on behalf of the Board or to make recommendations to the Board regarding the Association

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 13 of 26**

OR2627 PG0538



budget shall conduct their affairs in the same manner as provided in these By-Laws for Board of Directors meetings, provided however, that Committees may meet and conduct their affairs in private without prior notice or owner participation, if

- (1) the Board has determined that it is in the best interests of the Association to do so, and
- (2) such meetings and activities are lawful.

4.16. TO VERIFY FIRE SAFETY COMPLIANCE - The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

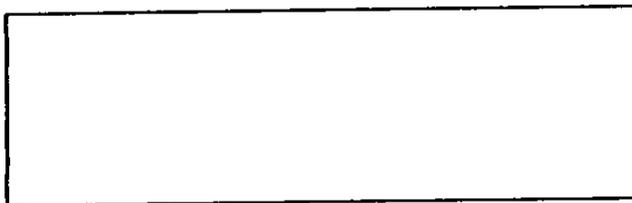
4.17. TO ADOPT HURRICANE SHUTTERS SPECIFICATIONS - The Board of Directors shall adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

4.18. TO OPERATE A RENTAL PROGRAM - The Board of Directors may operate an on-site rental/management program for those unit owners who desire to contract with the Association for such purposes. The costs of operating the rental program shall be a common expense and the profits, if any therefrom, shall be the property of the Association.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 14 of 26

OR2627 PG0539

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5. OFFICERS

5.1. EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors and may perform the duties of the office to which they are assistant, subject to any limitations imposed by the Board.

5.2. PRESIDENT - POWERS AND DUTIES - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. VICE-PRESIDENT - POWERS AND DUTIES - The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. SECRETARY - POWERS AND DUTIES - The Secretary shall keep the minutes of all proceedings of the Directors and the members; Shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; Shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; Shall keep and have custody of the records of the Association, except those of the Treasurer; and Shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 15 of 26**

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5.5. TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; Shall keep the assessment rolls and accounts of the members; Shall keep the books of the Association in accordance with good accounting practices; and Shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. OFFICERS COMPENSATION - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association, provided, however, that no condominium unit owner or member of the Association is eligible to serve as resident manager of the condominium and shall not be employed in that capacity.

5.7. INDEMNIFICATION -

5.7.1. Indemnity - The Association shall indemnify any officer, administrator or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an administrator, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 16 of 26**

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judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

5.7.2. To the extent that an administrator, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

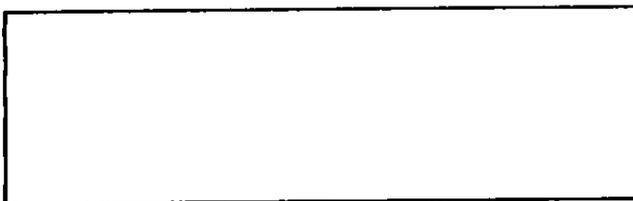
5.7.3. Advances - Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected administrator, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4. Miscellaneous - The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be an administrator, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 17 of 26

OR2627 PG0542

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5.7.5. **Insurance** - The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an administrator, officer, committee member, employee or agent of the Association, as an administrator, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.7.6. **Amendment** - Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.8. **DELEGATION** - To the extent permitted by law, the powers and duties of the administrators and officers may be delegated for the purpose of management.

6. **MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111(1993), as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

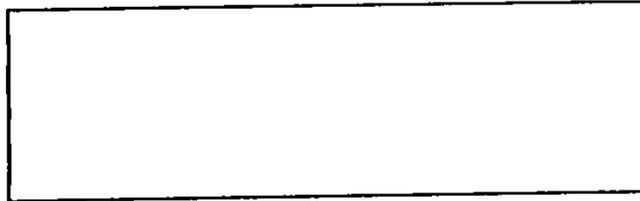
7. **FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

7.1. **BUDGET** - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 18 of 26

OR2627 PG0543

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of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, bulk cable television, interior pest control, and which shall include reserves per F.S. 718.112(2)(f)(2) (1993), as amended from time to time, which funding of reserves may later be waived by the owners. The vote to waive or reduce the funding of reserves shall require a majority of all voting interests. The Board may elect to propose to submit the question of waiving reserves to a unit owner vote at the annual meeting, in which case, such waiver may be retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. Reserves and operating funds may be commingled for investment purposes. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 7.2 hereof.

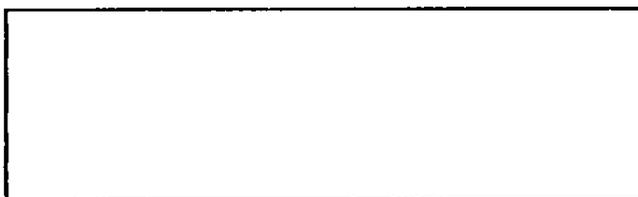
7.2. MAILING - A copy of the proposed annual budget shall be mailed to the unit owners not less than 14 days prior to the meeting of the administrators at which the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 19 of 26**

OR2627 P60544

FOR CLERK'S USE ONLY



payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4. SPECIAL ASSESSMENTS - Assessments for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.7 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

7.5. ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6. LIABILITY FOR ASSESSMENTS AND CHARGES - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance or a judicial sale shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance or a judicial sale. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 20 of 26**

OR2627 PG0545

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an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

7.7. LIENS FOR ASSESSMENTS - The unpaid portion of an assessment including an accelerated assessment which is due, together with all expenses, costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116, as amended from time to time.

7.8. LIEN FOR CHARGES - Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees including appeal, for collection shall be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.9. COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS - Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any expenses of collection and costs and reasonable attorney's incurred and then to the assessment payment first due.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 21 of 26

OR2627 PG0546

FOR CLERK'S USE ONLY



7.10. **COLLECTION - SUIT** - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

7.11. **ACCOUNTS** - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. **ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks or state or federal savings and loan associations (or other financial institutions as defined in F.S. 655.005[1993]) with offices in Florida, and other insured depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13. **COMMINGLING OF FUNDS PROHIBITED** - All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 22 of 26

OR2627 PG0547

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7.14. FINANCIAL REPORTS - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-23.004, Florida Administrative Code (1993), as amended from time to time, and with F.S. 718.111(13) or (14)(1993), as amended from time to time, as determined in the Rule based upon the amount of the Association's budget from time to time.

7.15. FIDELITY BONDING - The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in F.S. 718.112(2)(j)(1993), as amended from time to time, for each person (whether or not an Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse Association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8. PARLIAMENTARY RULES - Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association or with the laws of the State of Florida.

9. BY-LAW AMENDMENTS - Amendments to the By-Laws shall be adopted in the same manner and by the same percentage vote as the Declaration of Condominium:

9.1. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded in the Lee County Records according to law.

9.2. AUTOMATIC AMENDMENT - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 23 of 26

DR2627 P60548

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Incorporation, or the Condominium Act as amended from time to time. The Board of Directors, without a vote of the owners, may adopt by majority vote amendments to these By-Laws as the Board deems necessary to comply with or take advantage of such operational changes as may be enacted by future amendments to chapters 607, 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

9.3. PROPOSED AMENDMENT FORMAT - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. DISPUTE RESOLUTION - Disputes between unit owners and the Association should be subject to the following.

10.1. MANDATORY ARBITRATION - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) (1994 Supp.), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2. UNIT OWNER COMPLAINTS - When a unit owner files a written complaint by certified mail with the Board, the Board shall respond in writing to the unit owner within thirty days of receipt of said complaint. The Board's response shall either give a substantive response to the complainant, or notify the complainant that legal advice has been requested, or notify the complainant that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 24 of 26

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advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint. In the event of a grievance of a unit owner against the Board of Directors or a member thereof, prior to the institution of litigation or arbitration, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

10.3. OTHER REMEDIES - Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

11. MISCELLANEOUS - The following miscellaneous provision shall apply to these By-Laws and the Condominium Documents.

11.1 CONFLICTS - The term "Condominium Documents", as used in these By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Surveyor's Plans, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Surveyor's Plats;
3. Article of Incorporation;

**Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 25 of 26**

8519_1

OR2627 P60550

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4. By-Laws; and
5. Rules and Regulations.

11.2. GENDER - The use of the term "he", "she", "his", "hers", "their", "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.3. SEVERABILITY - In the event that any provisions of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

OR2627 PG0551

Exhibit "A" to
Amended and Restated Declaration
of Condominium (By-Laws)
Page 26 of 26

8519_1

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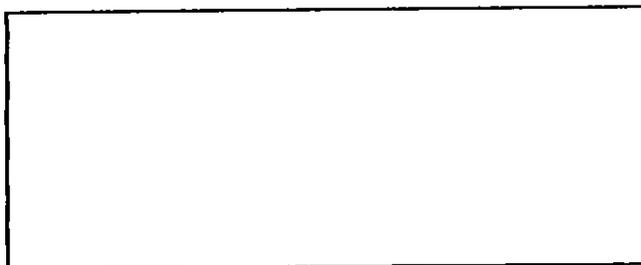


EXHIBIT "B"
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

SANIBEL ARMS CONDOMINIUM ASSOCIATION, INC.

(A Non-profit Florida corporation)

1. **NAME.** The name of this corporation is SANIBEL ARMS CONDOMINIUM ASSOCIATION, INC.

2. **PURPOSE.** The purpose for which this corporation is organized is to act as the governing association of SANIBEL ARMS, a Condominium, located at Sanibel Island, Florida.

3. **MEMBERS.** The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold legal or equitable title to a condominium apartment in Sanibel Arms, a Condominium, shall be virtue of such ownership be a member of this corporation.

4. **DURATION.** This corporation shall exist perpetually.

5. **BOARD.** The affairs of the corporation are to be managed by a Board of Directors and their officers as provided for in the By-Laws.

6. **BY-LAWS.** The By-Laws of the corporation are to be made, altered or rescinded by the members of the corporation as provided for in the By-Laws.

Exhibit "B" to
Amended and Restated Declaration of Condominium
(Articles of Incorporation)
Page 1 of 2

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7. **AMENDMENTS.** Amendments to these Articles of Incorporation may be proposed and adopted in the same manner and by the same percentage vote as amendments to the Declaration of Condominium.

8. **VOTING.** Each unit in the condominium shall have one (1) full vote.

9. **RESERVATION OF RIGHTS.** This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

10. **NO DISTRIBUTION.** No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.

DR2627 PG0553

Exhibit "B" to
Amended and Restated Declaration of Condominium
(Articles of Incorporation)
Page 2 of 2

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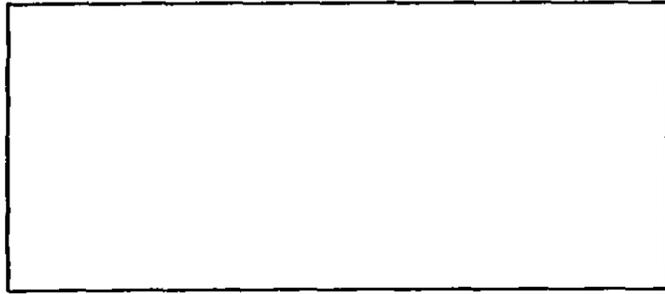


EXHIBIT "C"

AMENDED AND RESTATED

RULES AND REGULATIONS

SANIBEL ARMS CONDOMINIUM

1. Automobiles may be parked only in the areas provided for that purpose. Boats and other water vessels shall not be maintained in the automobile parking area nor in the common area. Bicycles shall be parked only in the areas which may be provided for that purpose. Trailers and Campers may be parked for 48 hours only.

2. Use of the recreational facilities will be in such manner as to respect the rights of other apartment owners.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any apartment owner on any part of the condominium property except the interior of an apartment without the prior written consent of the Association.

5. No washlines will be erected outside an Owner's apartment. No apartment owner shall discard or permit any items to fall from the windows.

6. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all

7. All apartments shall be used for residential purposes only.

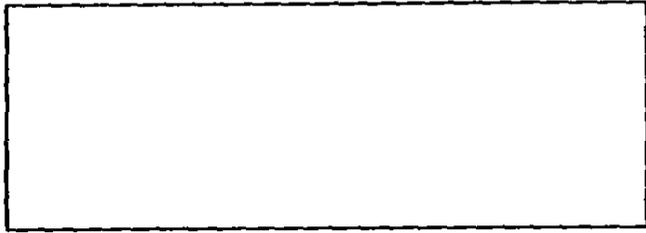
**Exhibit "C" to
Amended and Restated Declaration
of Condominium (Rules and Regulations)
Page 1 of 3**

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8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles approved by the Board of Directors.

9. Usual household pets may be kept on the premises, provided however, that if the Board of Directors shall determine that any such pet shall become a nuisance to other apartment owners, the pet shall be removed from the premises. Pets shall be kept leashed when outside an apartment.

10. No owner may make or permit any disturbing noises, improper, immoral or offensive use of the premises whether made by himself, his family, friends, servants, or lessees nor do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other owners. No owner may play or suffer to be played any musical instrument, music system, radio or television set in his apartment between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the condominium.

11. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized however, that children may become a source of annoyance to adults, particularly young children. For this reason the activities and behavior of all children when upon the condominium's property shall be regulated by an adult, including physical supervision where necessary. The directors or their designated representative, shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child to remove him from any common area if the child's conduct is such that they believe this action is necessary. In no event shall children under the age of ten (10) years be permitted in the pool or dock area unaccompanied by an adult.

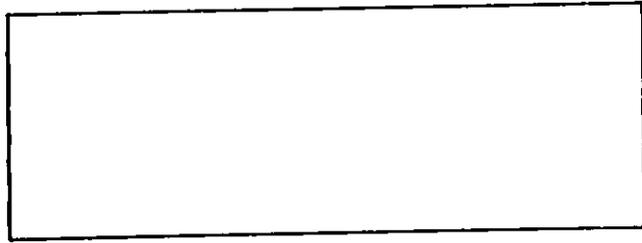
Exhibit "C" to
Amended and Restated Declaration
of Condominium (Rules and Regulations)
Page 2 of 3

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12. Nothing shall be hung from the windows or balconies or placed upon the window sills. Neither shall any rugs or mops be shaken out from any of the windows or doors.

13. House guests of apartment owners may not maintain residence for a continuous period exceeding three (3) months and all such house guests shall be registered by the apartment owner with the Board of Directors.

14. Leasing or renting of an apartment by the owner (directly or through an agent) is permitted for a minimum period of one week.

15. The Association shall retain a pass key to the premises. No apartment owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Board of Directors. In case such consent is given, the apartment owner shall provide the Association with a key for the use of the Association pursuant to its right to access to the premises.

16. These rules and regulations shall apply equally to owners, their family, guests and lessees.

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Exhibit "C" to
Amended and Restated Declaration
of Condominium (Rules and Regulations)
Page 3 of 3

8543_1

EXHIBIT "D"

SCHEDULE OF PERCENTAGE OF OWNERSHIP
OF EACH UNIT OF THE COMMON ELEMENTS

BUILDING A:

<u>Unit Number</u>	<u>Percentage</u>
1-A	1.955
2-A	1.191
3-A	1.191
4-A	2.07
5-A	1.955
6-A	1.191
7-A	1.191
8-A	2.07

BUILDING B:

<u>Unit Number</u>	<u>Percentage</u>
1-B	1.3845
2-B	1.191
3-B	1.191
4-B	1.3845
5-B	1.3845
6-B	1.191
7-B	1.191
8-B	1.3845

BUILDING C:

<u>Unit Number</u>	<u>Percentage</u>
1-C	1.955
2-C	1.191
3-C	1.191
4-C	2.07
5-C	1.955
6-C	1.191
7-C	1.191
8-C	2.07

BUILDING D:

<u>Unit Number</u>	<u>Percentage</u>
1-D	1.955
2-D	1.191
3-D	1.191
4-D	2.07
5-D	1.955
6-D	1.191
7-D	1.191
8-D	2.07

BUILDING E:

<u>Unit Number</u>	<u>Percentage</u>
1-E	1.955
2-E	1.191
3-E	1.191
4-E	2.07
5-E	1.955
6-E	1.191
7-E	1.191
8-E	2.07

ALLEN, KNUDSEN,
SWARTZ, GREGORY,
RHODES,
& EDWARDS, P.A.
ATTORNEYS AT LAW
P. O. BOX 1400
COLLIER AVENUE
FORT MYERS, FLORIDA

DK2627 P60557

NO. 682 758

EXHIBIT "D"

CONTINUED

BUILDING F:

<u>Unit Number</u>	<u>Percentage</u>
1-F	1.985
2-F	1.191
3-F	1.191
4-F	2.07
5-F	1.988
6-F	1.191
7-F	1.191
8-F	2.07

BUILDING G:

<u>Unit Number</u>	<u>Percentage</u>
1-G	1.955
2-G	1.191
3-G	1.191
4-G	2.07
5-G	1.955
6-G	1.191
7-G	1.191
8-G	2.07

BUILDING H:

<u>Unit Number</u>	<u>Percentage</u>
1-H	1.955
2-H	1.191
3-H	1.191
4-H	2.07
5-H	1.955
6-H	1.191
7-H	1.191
8-H	2.07

100.000%

ALLEN, HURDEN,
 SWARTZ, BURGESS,
 CHANDLER,
 & EDWARDS, P. A.
 ATTORNEYS AT LAW
 200 N. W. 10TH ST.
 MIAMI BEACH, FLORIDA

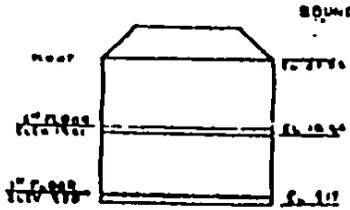


RECORDED IN OFFICIAL
 RECORDS
 OF COUNTY OF DADE
 RECORDS DEPARTMENT
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 BY FAX
 CLERK CIRCUIT COURT
 BY [Signature]

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SANIBEL

A CONDOMINIUM SHEET 1 OF 9



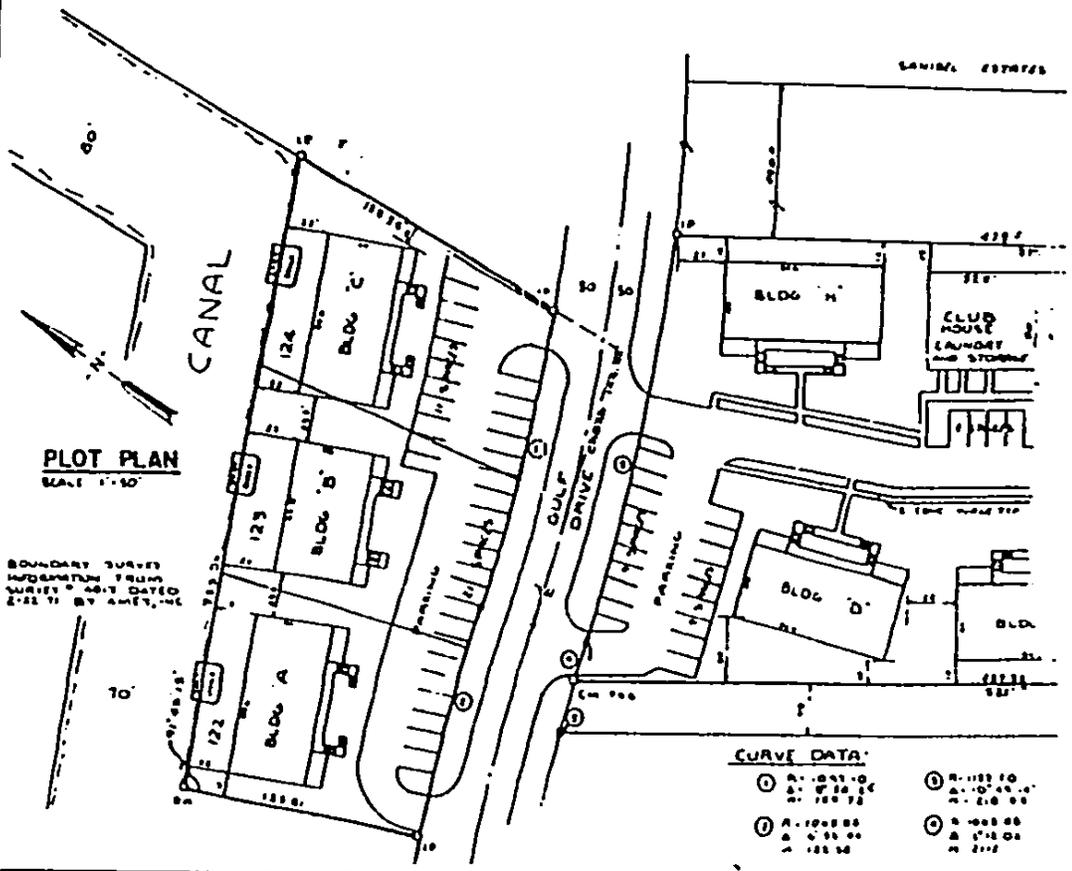
DESCRIPTION OF PROPERTY

A PARCEL OF LAND SITUATED IN SECTION 10 TOWNSHIP 28 SOUTH RANGE 18 EAST COUNTY OF HIGHLAND FLORIDA... (Detailed legal description of the property boundaries and area.)

LESS THE INTERESTS HEREIN FIRST SET OF THE CONDOMINIUM DECLARATION... (Reference to the condominium declaration.)

DESCRIPTION OF COMMON

THE AREA HEREIN ENCUMBERED SUBMITTED TO CONDOMINIUM OWNERS... (Description of common areas, including roof, floor, ceiling, and utility services.)



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SANIBEL

EXH.

A CONDOMINIUM
SHEET 2 OF 3

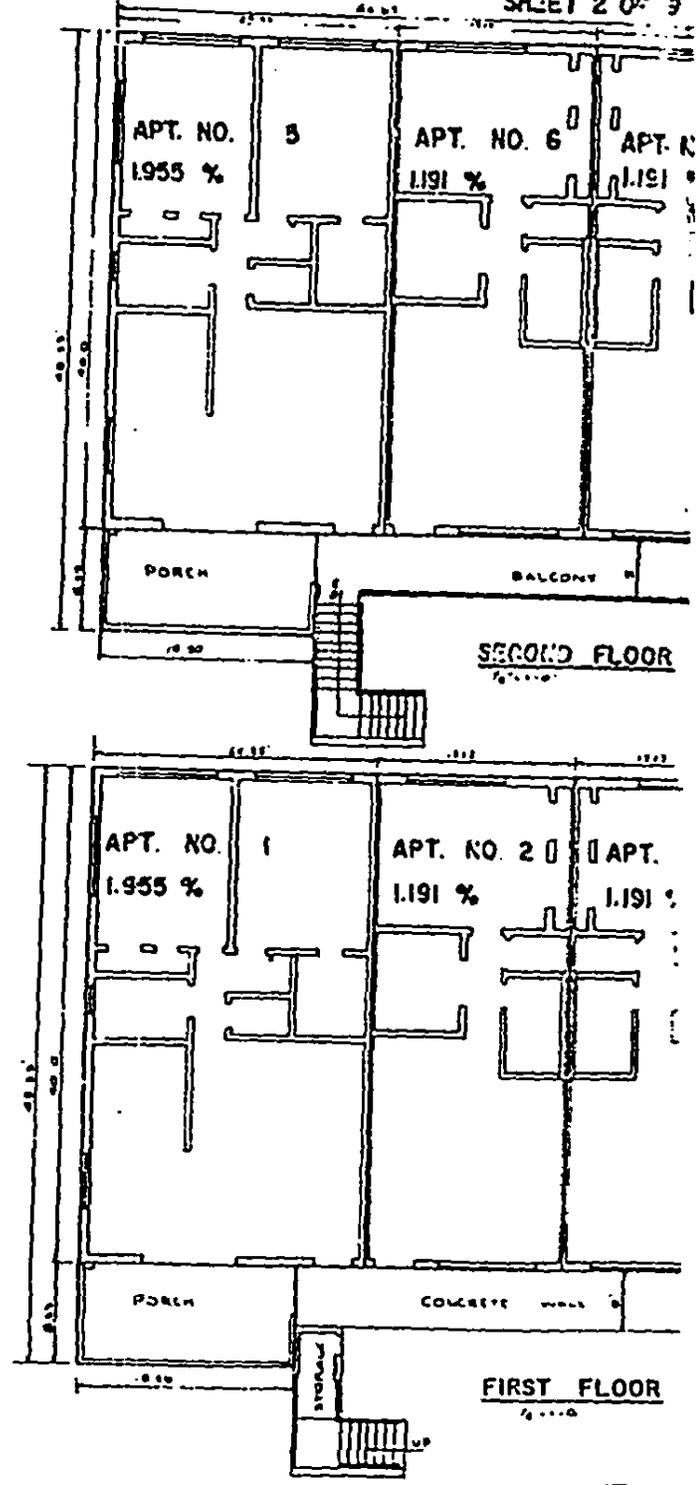
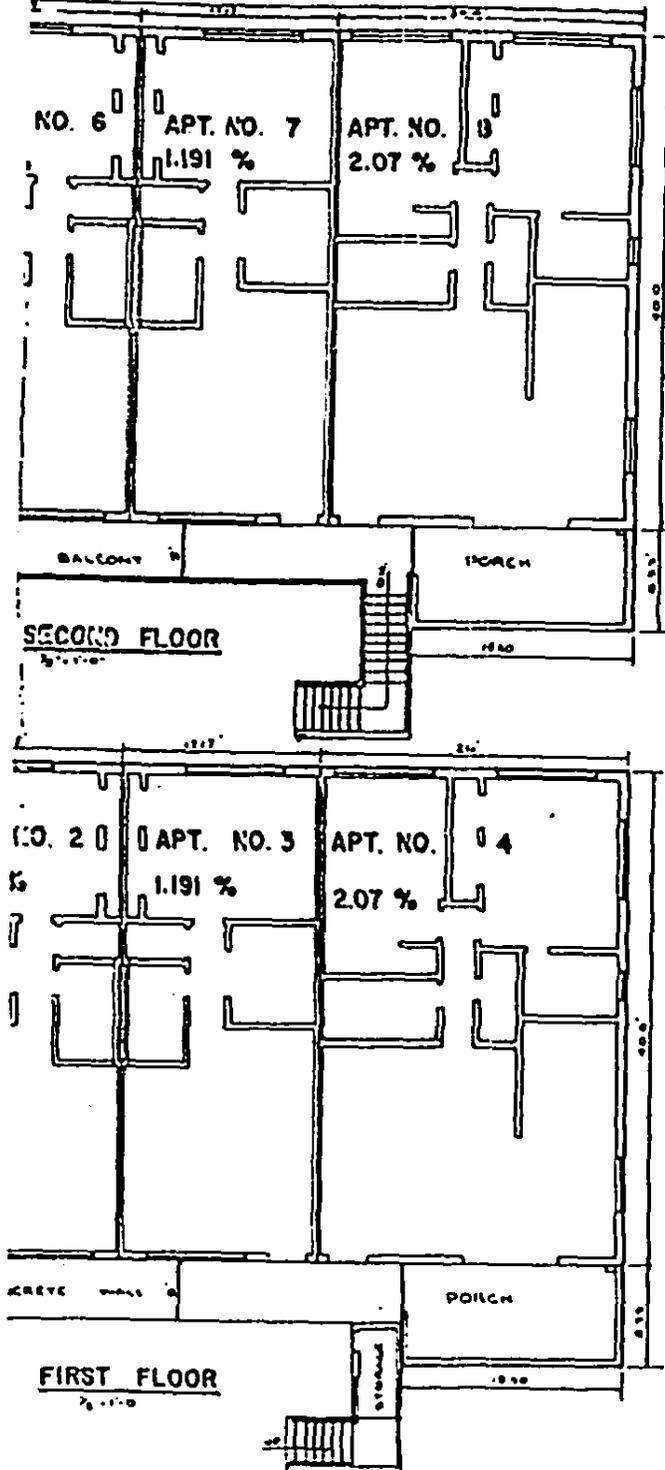


Exhibit "E" to
 Amended and Restated Declaration
 Of Condominium (Surveyor's Plans)
 Page 3 of 18

DR2627 PG05561

BEL AIRS

A CONDOMINIUM SHEET 2 OF 9



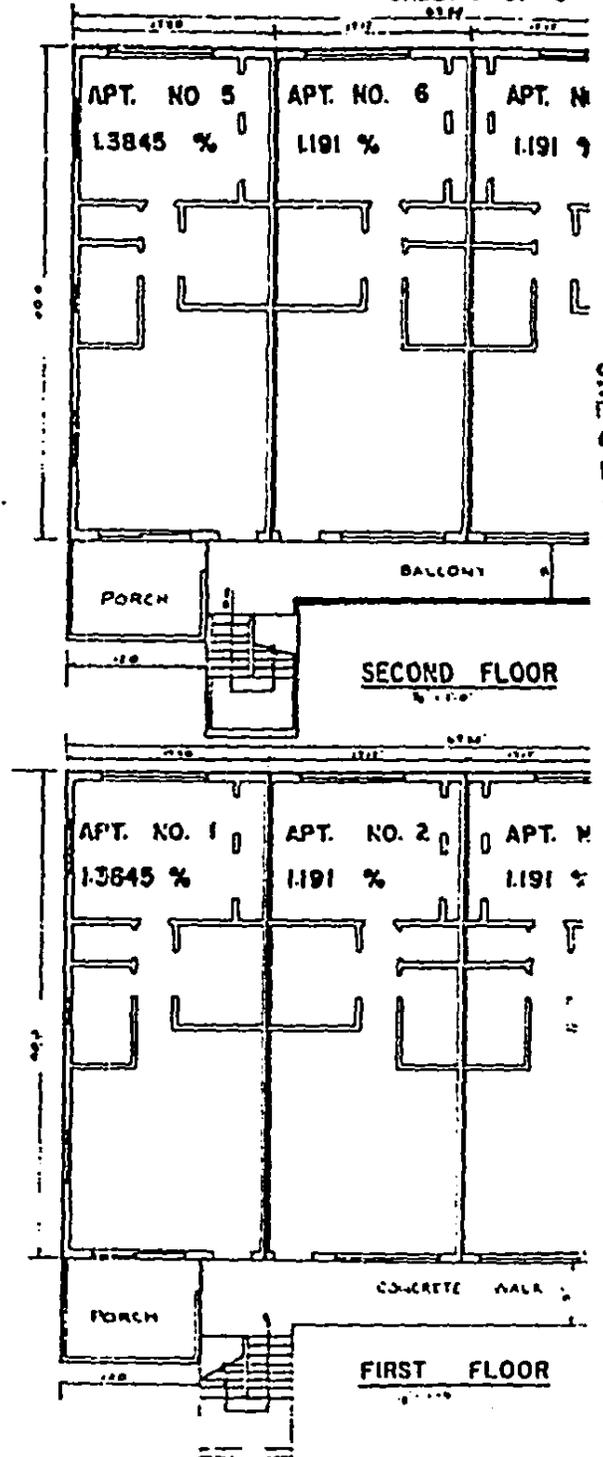
OR2627 P60562

BLDG A
JOB NO. 11

Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)
Page 4 of 18

SANIBEL

A CO-CONDOMINIUM
SHEET 3 OF 9

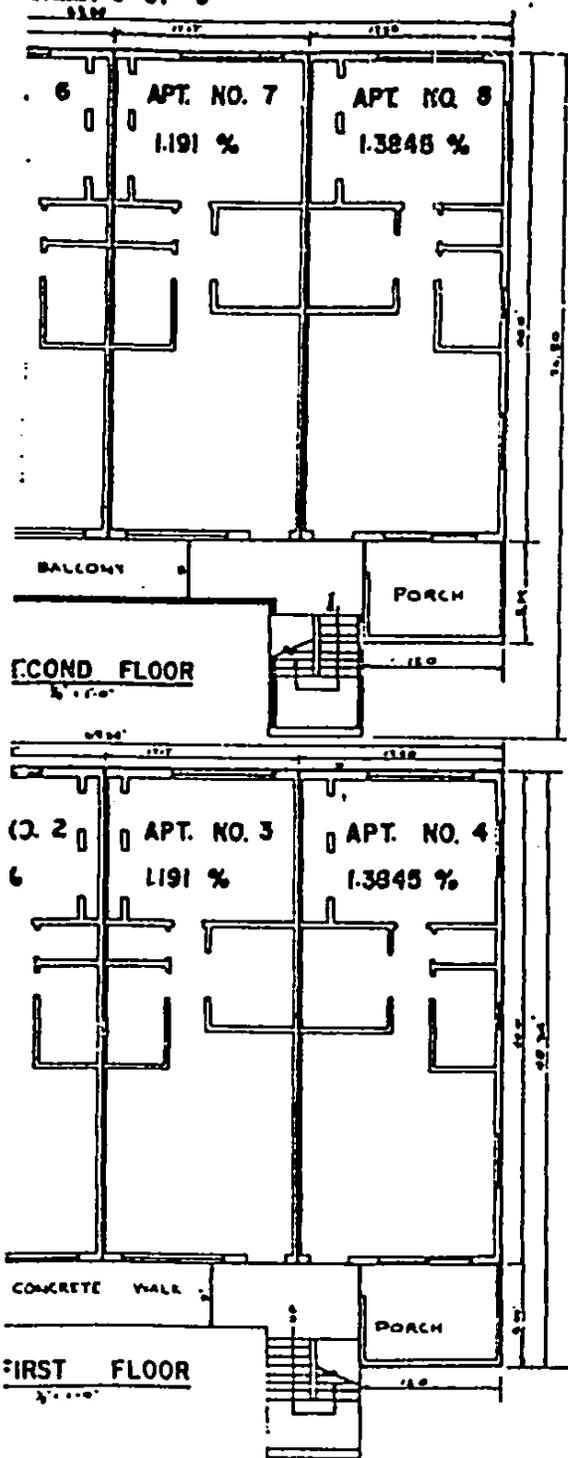


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Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)

DEL ARMS

A CONDOMINIUM
SHEET 3 OF 9



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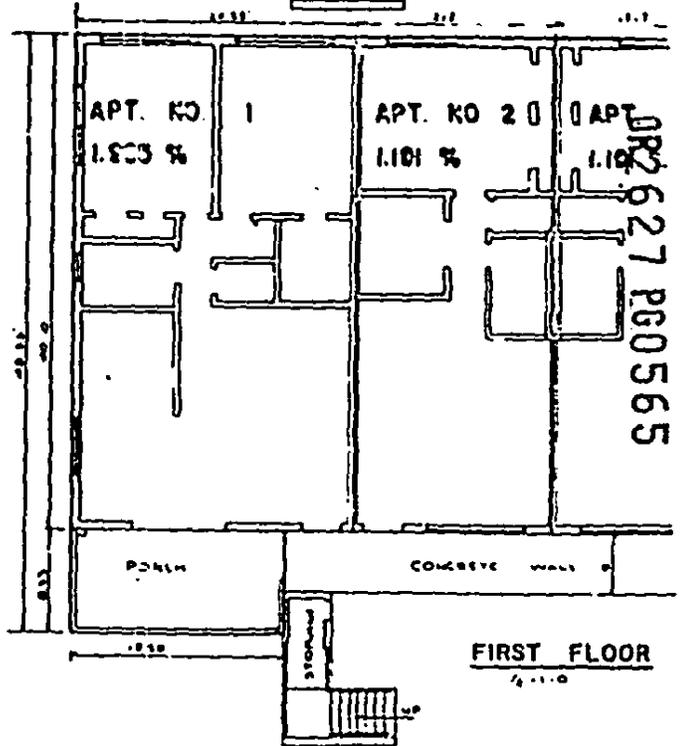
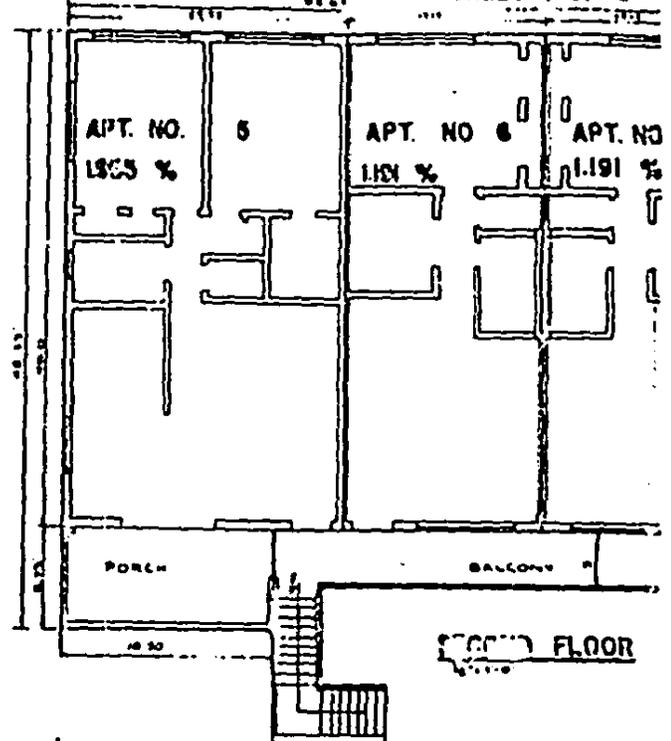
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 Amended and Restated Declaration
 Of Condominium (Surveyor's Plans)
 Page 6 of 18

SANIBEL

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SHEET 4 OF 9



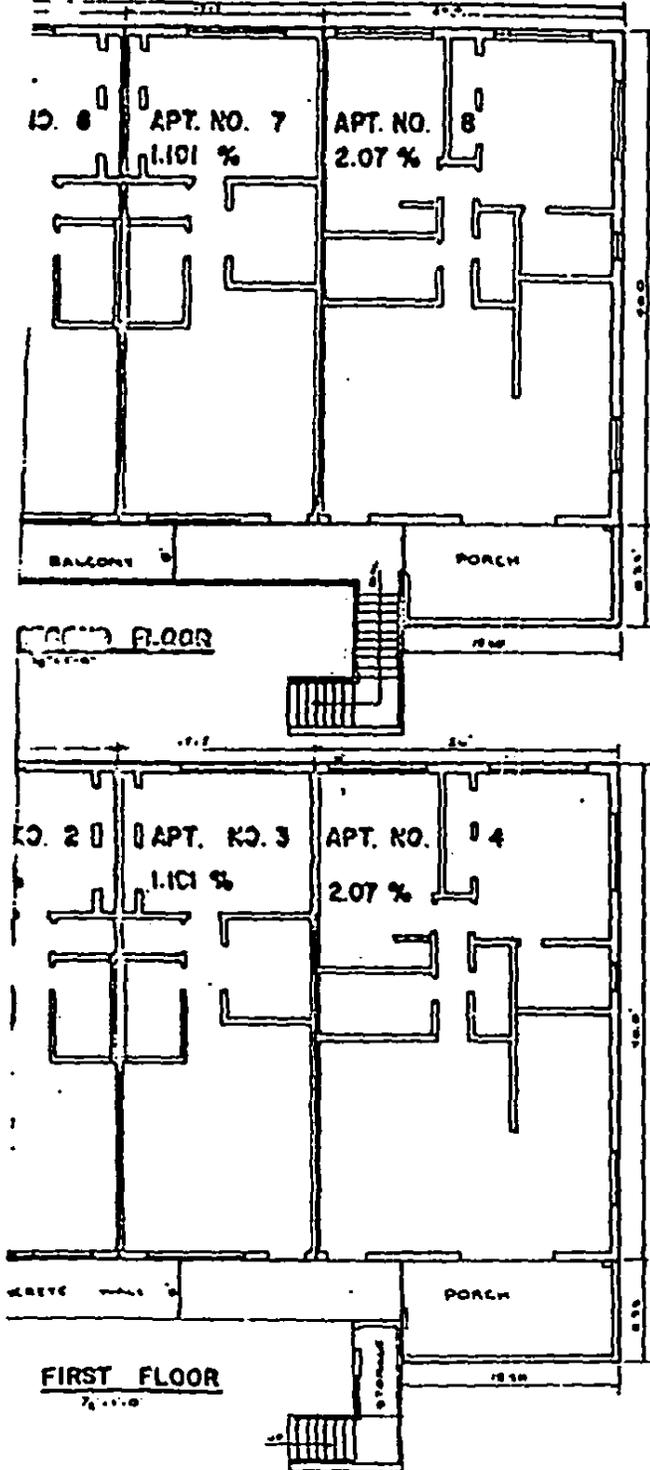
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Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)
Page 7 of 18

DEL ARMS

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A CONDOMINIUM
SHEET 4 OF 9



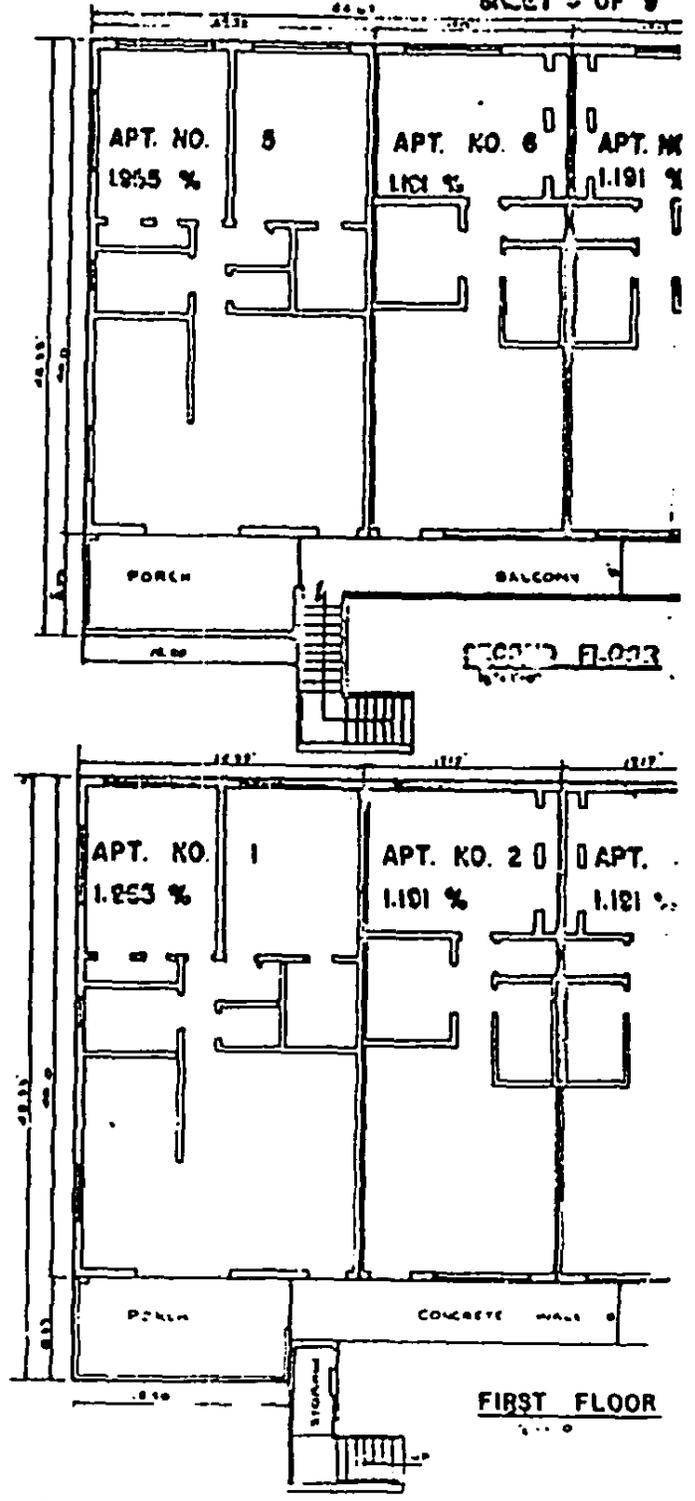
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JOB NO. 1818

Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)
Page 8 of 18

SANIBEL

A CONDOMINIUM
SHEET 5 OF 9

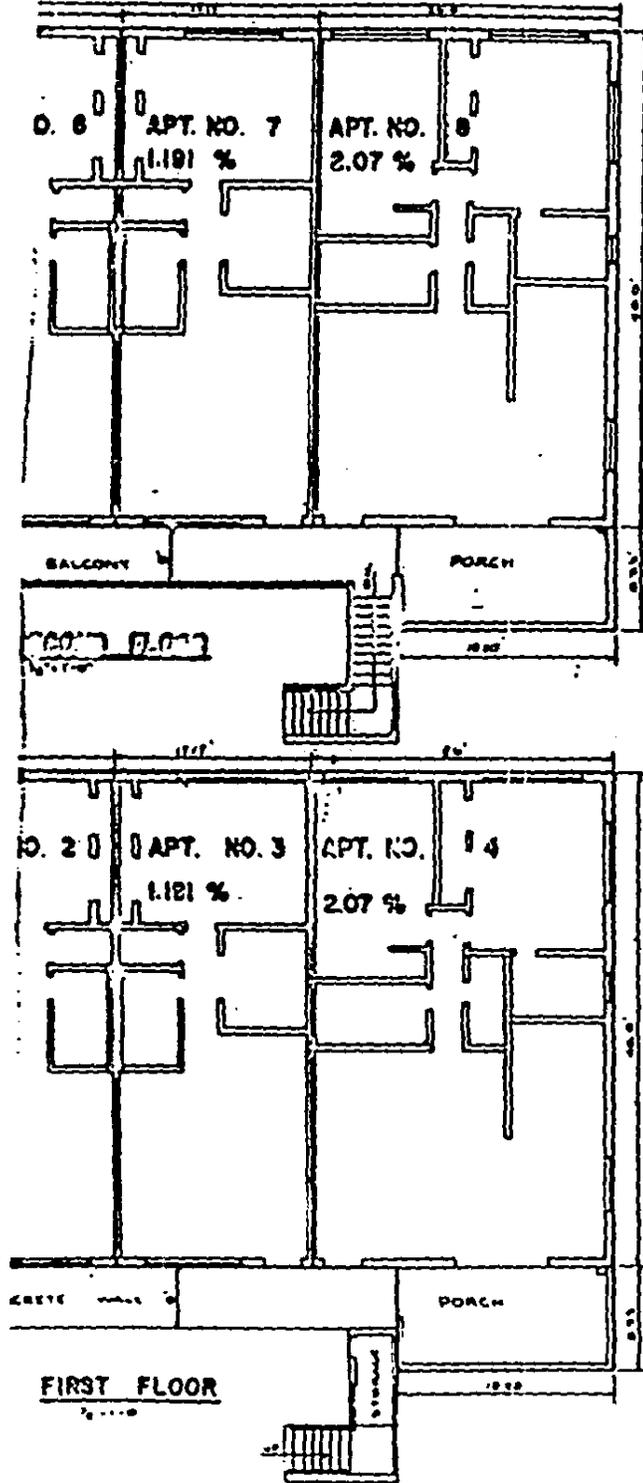


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SHEET 5 OF 9



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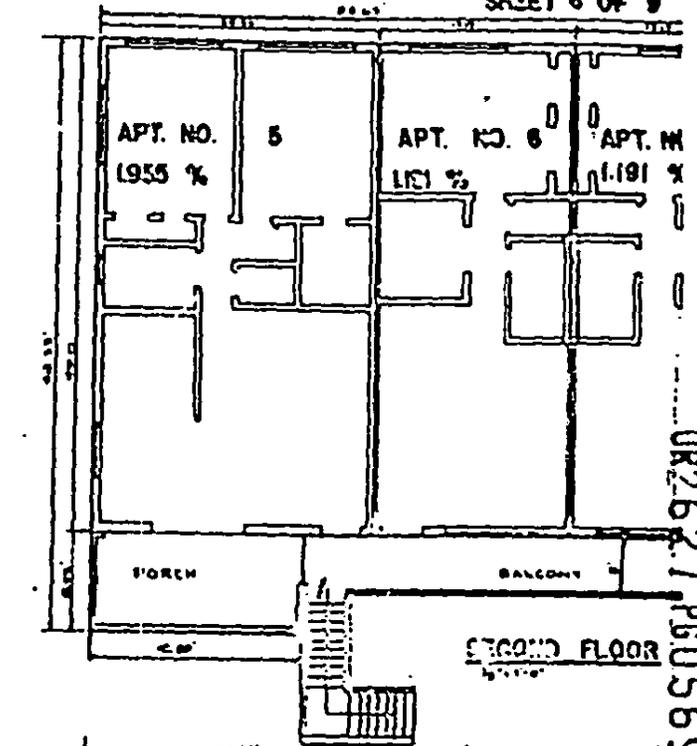
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Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)
Page 10 of 18

682 746

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A CONDOMINIUM
SHEET 6 OF 9



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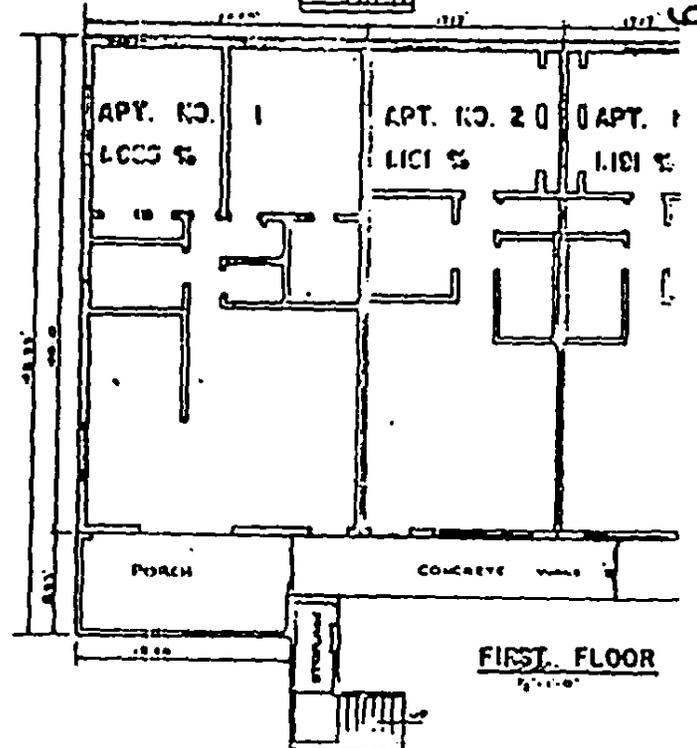
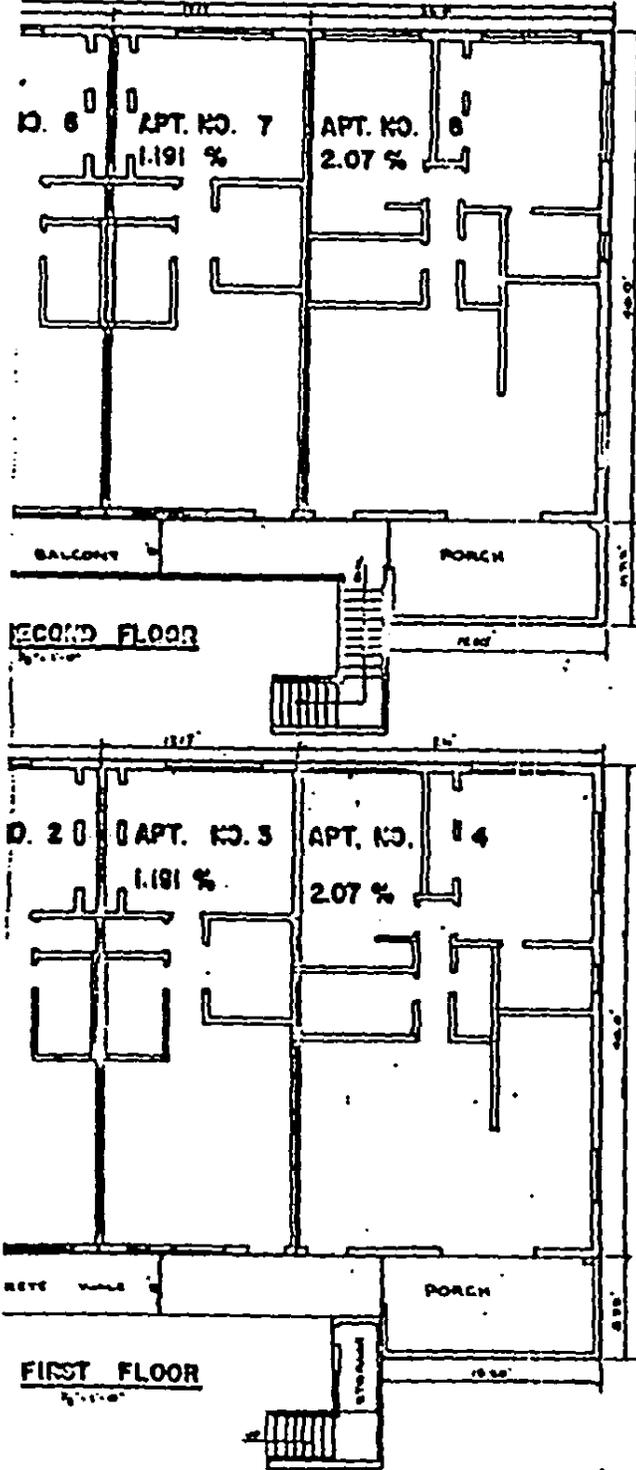


Exhibit "E" to
 Amended and Restated Declaration
 Of Condominium (Surveyor's Plans)
 Page 11 of 18

DEL ARMS

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A CONDOMINIUM
SHEET 6 OF 9



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Exhibit "E" to
 Amended and Restated Declaration
 Of Condominium (Surveyor's Plans)
 Page 12 of 18

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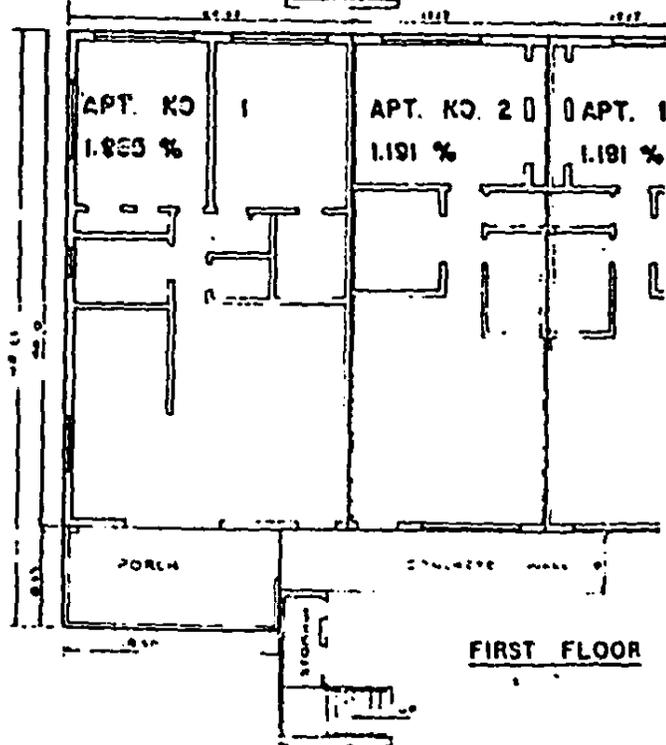
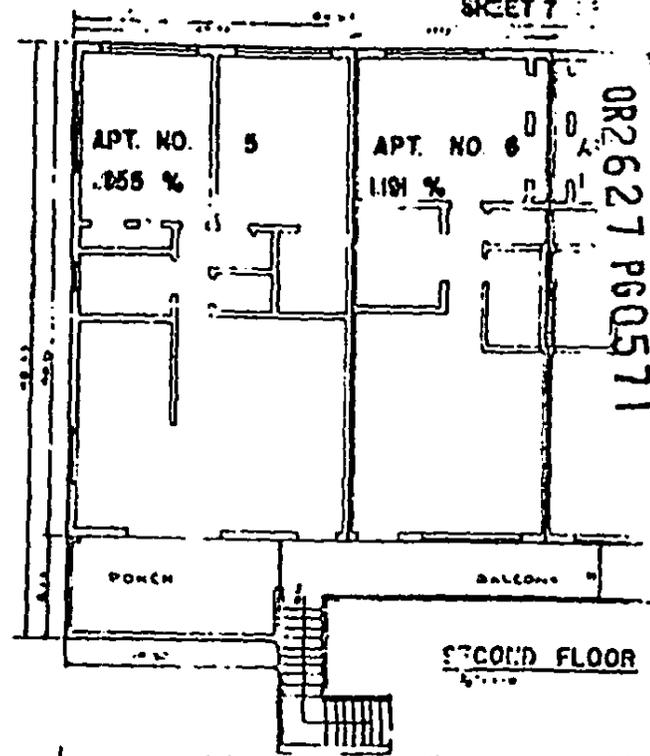
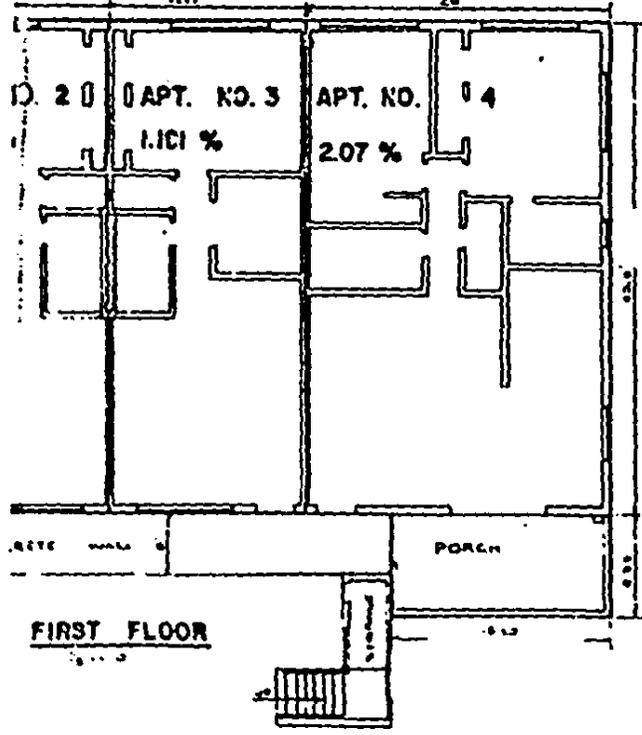
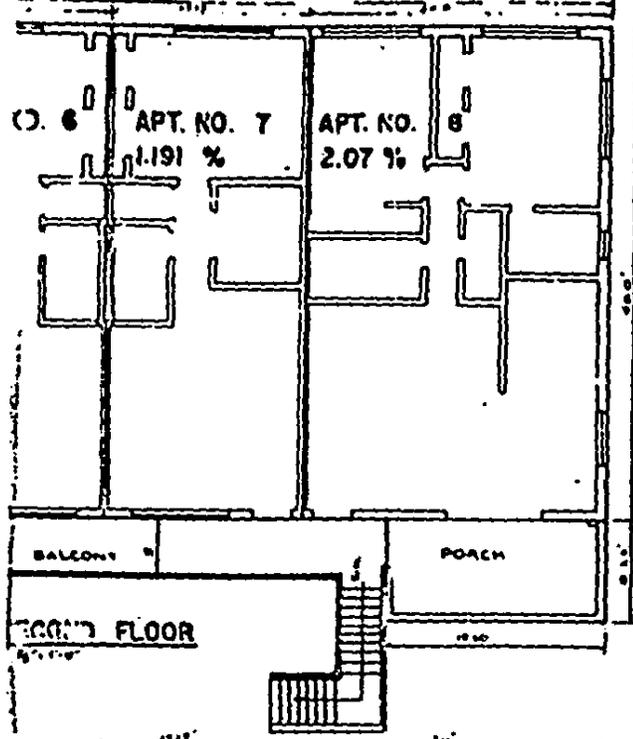


Exhibit "E" to
Amended and Restated Declaration
Of Condominium (Surveyor's Plans)
Page 13 of 18

DEL ARMS

A CONDOMINIUM
UNIT 7 OF 8

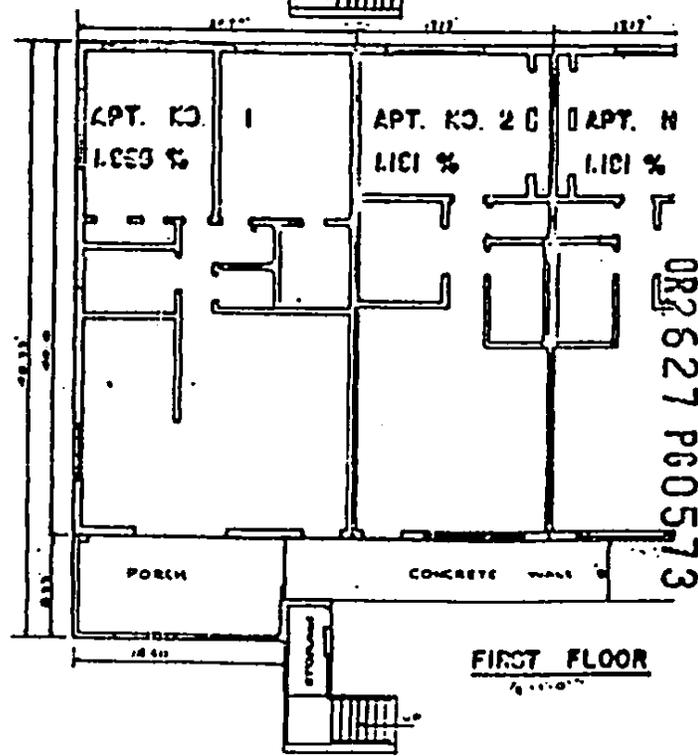
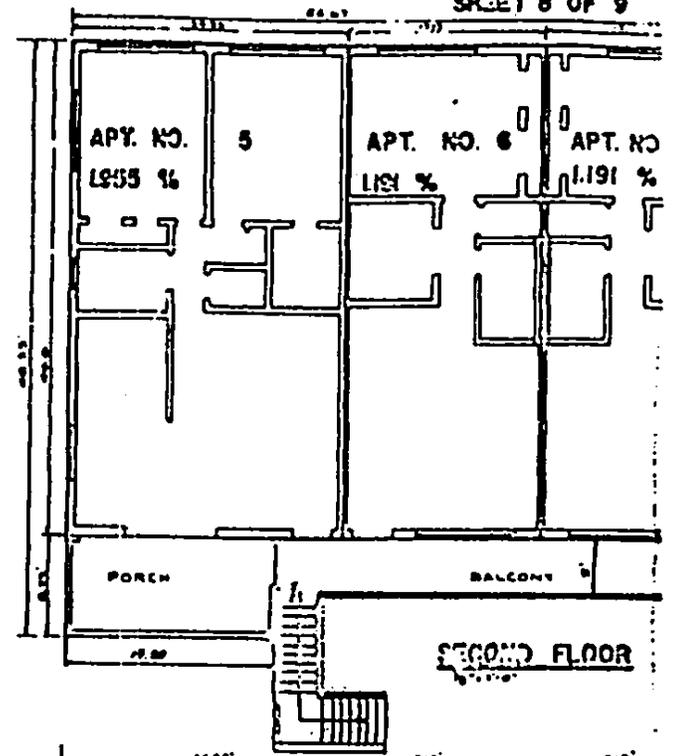


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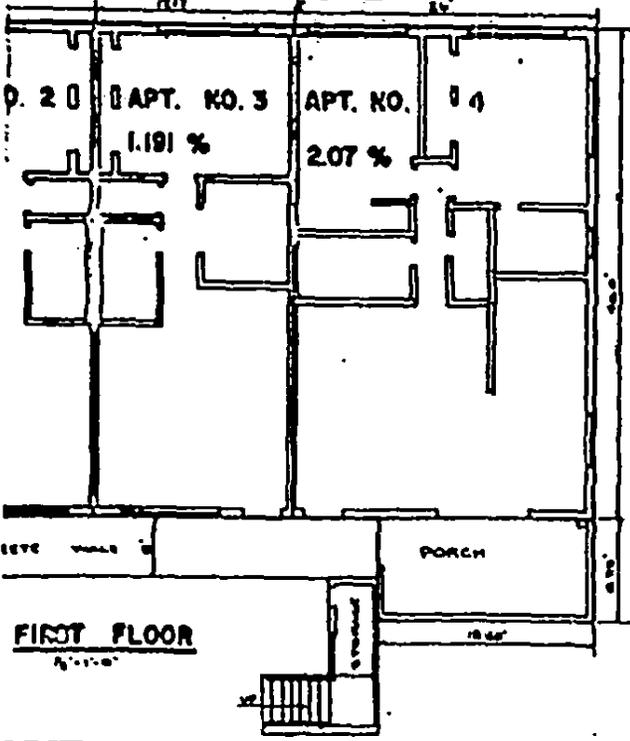
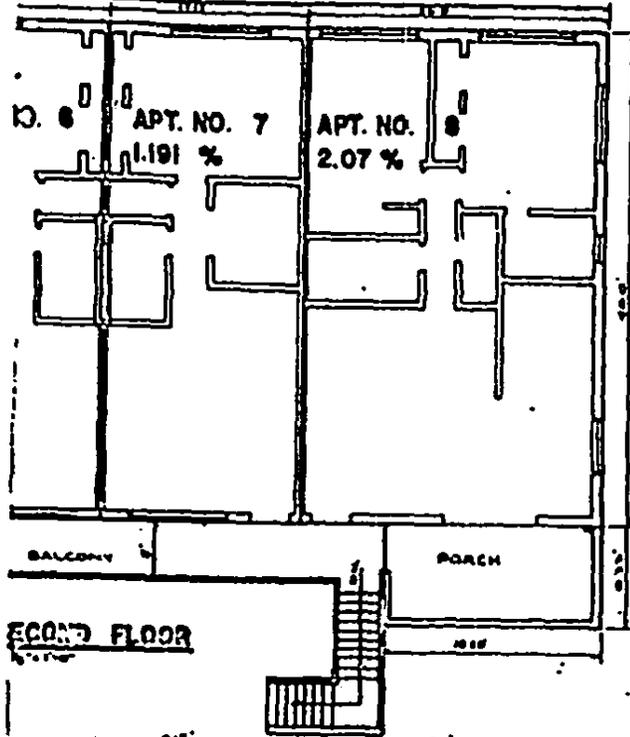


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A CONDOMINIUM
SHEET 8 OF 9



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SHEET 9 OF 9

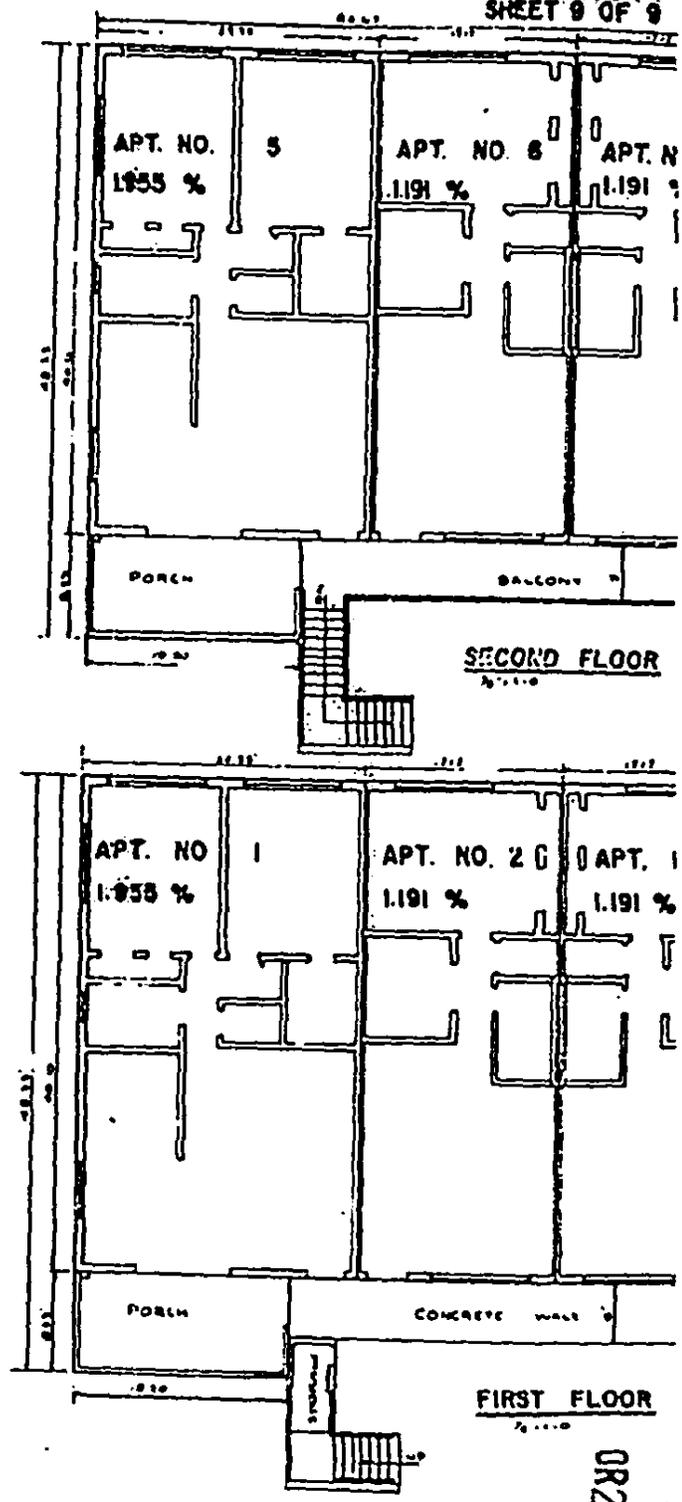


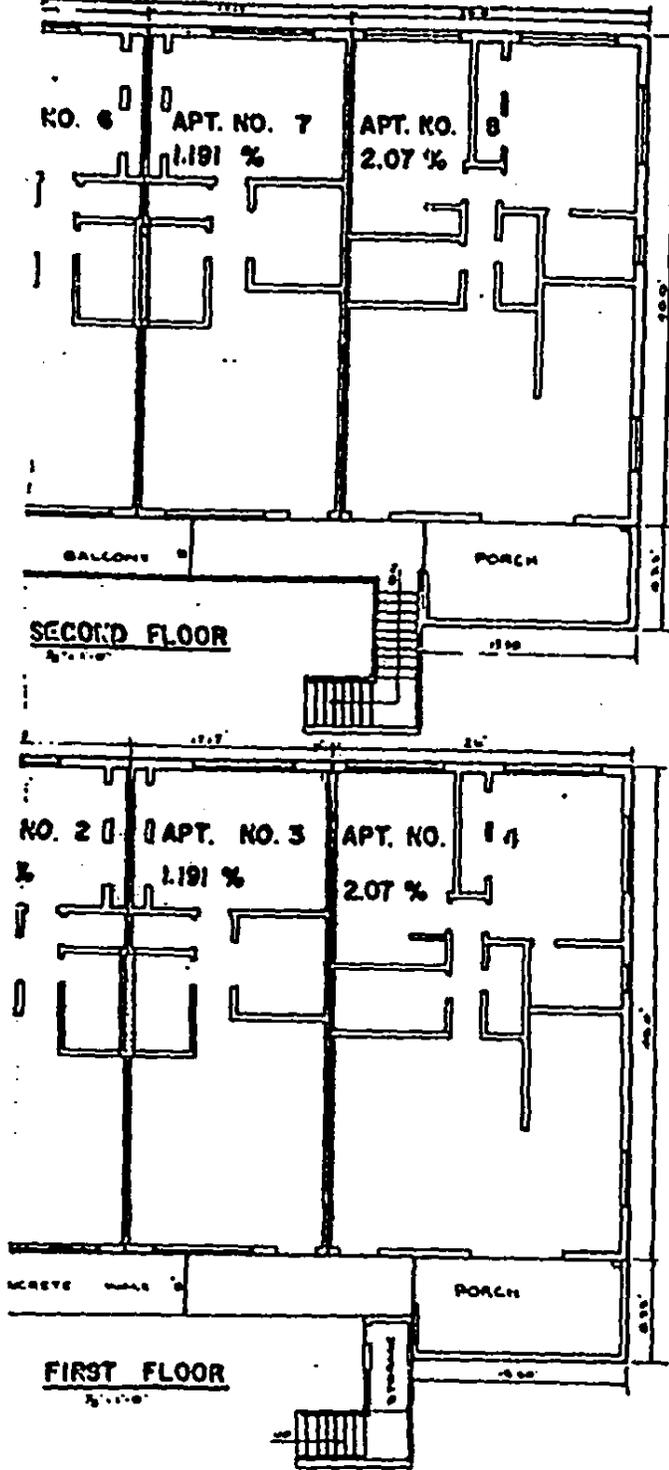
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 Amended and Restated Declaration
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 Page 17 of 18

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