

CONDOMINIUM DECLARATION

OF

SAYANA OF SANIBEL, A CONDOMINIUM

88.00 rec
29th day of November, 1977, by RUSSELL TOTMAN, herein-after called the Developer, for himself, his successors, grantees and assigns, and the said Developer does here submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth.

WHEREIN, the Developer makes the following declarations:

I. PURPOSE:

The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes herein called the "Condominium Act".

1. Name.

The name by which this condominium is to be identified is: SAYANA OF SANIBEL, A CONDOMINIUM, and its address is 3067 Gulf Drive, Sanibel, Lee County, Florida.

2. The Land.

The lands owned by the Developer which are hereby submitted to the condominium form of ownership are all situate in Lee County, Florida, and described in Exhibit "A" attached hereto.

II. DEFINITIONS:

The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

1. Apartment.

Apartment means unit as defined by the Florida Condominium Act.

2. Apartment Owner.

Apartment owner means unit owner as defined by the Florida Condominium Act.

3. Association.

The Association means the entity responsible for the operation of the condominium, to-wit: SAYANA OF SANIBEL, INC., and its successors.

4. Common Elements.

Common elements shall include the tangible or intangible personal property required for the maintenance and operation of the condominium, together with all other elements as designated in the Florida Condominium Act.

5. Common Expenses.

Common expenses means those expenses for which unit owners are liable to the Association, including but not limited to the expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared common expenses either by this Declaration or by the Manager or the Association.

6. Common Surplus.

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

7. Condominium Property.

Condominium property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

8. Limited Common Elements.

Limited common elements means and includes those common elements which are reserved for the use of a particular unit or units, to the exclusion of other units.

This instrument was prepared by
Pavese, Shields, Garner, Havertield & Kluttz
P. O. Drawer 1507, Fort Myers, Fla. 33902

Stephen E. Dalton

By _____

RECORD VERIFIED - SAI GERACI CLERK
BY LINDA THOMPSON D.C.

9. Record Owner.
Record owner means fee simple owner as reflected by the Lee County records, or records of the Association.

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

11. Utility Services.
As used in the Condominium Act and construed with reference to this condominium, and as used in this Declaration and By-Laws, shall include but not be limited to electric power, telephone, cable television, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, trash and sewage disposal.

12. By-Laws.
By-Laws means the Association By-Laws for the government of the condominium as they exist from time to time.

13. Condominium.
Condominium means that form of ownership of condominium property under which unit of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

14. Condominium Parcel.
Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

15. Unit.
"Unit" shall be synonymous with "Apartment".

16. Board of Directors.
Board of Directors shall be synonymous with Board of Administration.

III. DEVELOPMENT PLAN:

The condominium is being developed in the following manner:

1. Survey.
The survey, which is attached hereto as Exhibit "A" shows one (1) existing apartment building.

2. Plans.
The improvements on the land will consist of one (1) three (3) story building, cabana, pool, parking and tennis court as shown on Exhibit "B1". The improvements presently existing upon the land are constructed substantially in accordance with plans prepared by ROLAND V. STOUT. The floor plan of the existing three (3) story building is attached hereto as Exhibit "B".

3. All improvements will be owned by Unit owners or the Association.

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

5. Amendment of Declaration.
The Developer reserves the right to amend the Declaration of Condominium to effect of record the completion of the proposed buildings as well as the description of the apartment units. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such amendment to this Declaration of Condominium need be signed and acknowledged only by the Developer and need not be

approved by the Association, apartment owners, or lessors, lessees or mortgagees of apartments of the condominium, whether or not elsewhere required for an amendment.

6. Easements.

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities.

As may be required for utility services in order to adequately serve the condominium provided, however, the plans and specifications for the building contained in the apartment or as the building is actually constructed unless approved in writing by the apartment owner.

(b) Pedestrian and Vehicular Traffic.

For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

(c) Easements.

Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(e) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exists or hereafter exists, and such easements shall continue until such encroachment no longer exists.

(f) Easements or overhanging troughs or gutters, downspouts and discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

7. Apartment - General Provision.

The following provisions shall apply to each apartment:

(a) Boundaries.

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

(1) Horizontal Boundaries.

The upper and lower boundaries of the apartment shall be:

(i) Upper boundary:

(A) Apartments next to roof - the plane of the underside of the roof slab above.

(B) Other apartments - the plane of the

under surfaces of the slab of floor above.

(ii) Lower Boundary:

(A) Upper floor apartments - the plane of the under surface of the concrete slabs.

(B) Ground floor apartments - the under surface of the concrete floor slabs.

(2) Vertical Boundaries.

The vertical boundaries of the apartment shall be:

(i) Exterior building walls - the

exterior of the outside walls of the apartment building bounding an apartment and where there is attached to the building a balcony, porch, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.

(ii) Interior building walls - the center

line of walls bounding the apartment from the lobby.

(iii) The Developer has provided certain unit improvements which shall be designated as "sun deck units". These sun deck units are subject to private ownership and shall be transferred by deed to apartment unit owners purchasing the following described apartment units: 301, 302 and 303. These sun deck units shall not be separated from the apartment units described herein and cannot be conveyed or encumbered except together with the designated apartment units.

8. Common Elements.

All of the real property heretofore described, less and excepting therefrom the apartments hereinabove referred to, is described and referred to herein as the "common elements" which definition shall include the multi-family structures and the property on which they are located and specifically include but is not limited to the land, roof, main walls, slabs, elevator shafts, elevator machinery and elevators, stairways and staircases, walkways, parking spaces, storage spaces, gardens, laundry facilities, pumps, generators, water tanks, trees and shrubs, utility lines, trash room and trash chute, guest parking facilities, community and commercial facilities, swimming pool and equipment.

9. Limited Common Elements.

One parking space shall be for the exclusive use of each apartment as shown in Exhibit "B1" as an appurtenant thereto and shall be assigned by the Developer.

10. Appurtenances to Each Apartment.

For the purpose of this Declaration, the ownership of each apartment shall include as an appurtenance the following fractional share or interest in common elements: one-ninth

11. Common Expenses and Shares of Common Surplus.

Each apartment owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus according to the fractional share of the total interest as herein set forth above. The foregoing right to a share of the common surplus does not include the right to withdraw.

IV. MAINTENANCE, ALTERATION AND IMPROVEMENTS:

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

1. Apartments.

(a) By the Association.

The Association shall maintain, repair and replace at the Association's expense:

(i) All portions of an apartment, except interior surfaces, contributing to the support of the apartment buildings which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor and ceiling slabs, load bearing columns and load bearing walls; all glass windows, doors, elevators, all air conditioning compressors located on the roof, and on ground level.

(ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

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

(b) By the Apartment Owner.

The responsibility of the apartment owner shall be as follows:

(i) To maintain, repair and replace at his expense all portions of his apartment (except the portions to be maintained, repaired and replaced by the Association), which portions shall include but not be limited to individual heating and cooling units in the apartments; and the repair or replacement

of screening and screening supports on owner's individual porch unless covered by condominium insurance policy.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(iii) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

2. Common Elements and Limited Common Elements.

(a) By the Association.

The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

V. ASSESSMENTS:

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

1. Each apartment owner shall be liable for a proportionate share of the common expenses and his share in the common surplus, however, the apartment owner, by virtue of the above, shall not be deemed vesting or creating a right to withdraw or receive distribution of this share of the limited common surplus.

2. Each assessment, regular or special made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interests herein owned by the members against which the assessment is made, and such lien shall arise in favor of the association and shall be effective from and after the time of recording in the Public Records in the County in which the condominium parcel is located of a claim of lien stating the description of the condominium parcel, the name of the Record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid.

3. The Board of Directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing or/and foreclosing said lien and may settle and compromise same if in the best interest of the association. The delinquent members shall pay all costs, including reasonable attorney's fees incident to the collection of such lien. In any lien foreclosure, the condominium parcel and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against such bid sums due the Association for assessments, interest and collection costs.

4. As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage, or a mortgage held by a real estate investment trust.

5. If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments

shall be deemed to be common expenses collectable from all of the owners of the condominium parcels, including such acquirer, his successors and assigns.

6. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an institutional first mortgage.

7. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, a federal savings and loan association, or real estate investment trust. The approval of any other mortgages will be upon conditions determined by the Association and will not be arbitrarily withheld.

VI. THE ASSOCIATION:

The operation of the condominium shall be by a condominium association called SAYANA OF SANIBEL, INC., and shall fulfill its functions pursuant to the following provisions:

1. Name.

The name of the Association shall be SAYANA OF SANIBEL, INC.

2. Powers.

The incorporated Association shall have all of the powers and duties set forth in the Condominium Act and any granted by statutory or common law, (except as limited by this Declaration and the By-Laws) and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the By-Laws as they may be amended from time to time.

3. Members.

(a) Qualification.

The members of the Association shall consist of all of the record owners of apartments.

(b) Change of membership.

After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a Deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) Voting right.

The members of the Association shall be entitled to cast one vote for each apartment owned by them.

(d) Designation of Voting Representative.

If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the Corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(e) Approval or Disapproval of Matters.

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

(f) Limitation of Liability.

The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

(g) Restraint Upon Assignment of Shares inAssets.

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 his apartment.

4. Board of Directors.

The affairs of the Association shall be conducted by a board of three (3) directors who shall be designated in the manner provided in the By-Laws.

5. Indemnification.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights of which such director or officer may be entitled.

6. Limitation Upon Liability of Association.

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, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or by the elements or other owners or persons.

7. By-Laws.

The By-Laws of the Association shall be in the form attached hereto as Exhibit "C".

8. Agent to Receive Service of Process.

The following person, who is a resident of the State of Florida, is designated as agent to receive service of process upon the Association: STEPHEN E. DALTON.

VII. INSURANCE:

In order adequately to protect the condominium complex and its several owners against the elements and other insurable risks, the following provisions shall govern as to insurance:

1. Concerning Authority to Purchase Insurance:

(a) The Board of Directors is hereby authorized to purchase insurance for the benefit of the Association, each apartment owner and their respective mortgagees, all as their respective interests may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;

(b) The cost of all insurance so purchased shall be paid by the Association as a normal operation expense; and

(c) Owners shall obtain any desired insurance on their own personal property, for their personal liability and for additional living costs, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the Association and other apartment owners.

2. Physical Damage Insurance Coverage:

(a) Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Directors covering all buildings and improvements on the condominium complex including personal property that is a part

of the common elements, (but excluding personal property, additions and/or alterations installed by the owners), together with all air conditioning and other service machinery and equipment.

(b) The amount of coverage shall be the full replacement value of the buildings without deduction for depreciation;

(c) The named insured shall be the Association, the owners of all apartments and mortgagees of record; all as their respective interests may appear;

(d) The policy or policies shall contain a standard mortgage clause in favor of each mortgagee of an apartment, providing for payment of loss thereunder to such mortgagee as interest may appear, subject to loss payment provisions provided elsewhere herein;

(e) Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer;

(f) Plate glass insurance to cover exterior plate glass (option with Board of Directors);

(g) All policies of physical damage insurance should preferably contain:

(i) Waiver of subrogation as to the Association, its officers and agents, all owners of apartments and their families, servants, and guests.

(ii) Waiver of defense based upon co-insurance.

(iii) Waiver of defense based upon invalidity resulting from any act of the insured.

(iv) The policy may not be cancelled or substantially modified without at least 10 days' prior written notice to the insured and all mortgagees;

(h) The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Directors and to each mortgagee at least 10 days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith;

(i) Prior to obtaining any physical damage policy, the Board of Directors shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all apartments and all common elements, without deduction for appreciation, to determine the amount of insurance to be carried;

(j) Such other coverage as the Board of Directors may deem advisable.

3. Liability, Casualty and Other Insurance:

(a) Public liability insurance covering the Association, each member of the Board of Directors, the caretaker and other employees of the Association, and all owners of apartments (for other than their own personal liabilities) in the amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property arising out of a single event, such a policy should:

(i) Cover cross liability claims of one insured against another.

(ii) Cover waiver of subrogation as to owners, their families, servants and guests.

(iii) Cover water damage legal liability.

(iv) Cover on an "occurrence" basis.

(v) Stipulate that coverage is not affected or diminished by any reason of any insurance carried separately by an owner of any apartment; and

(b) Such other coverage as the Board of Directors may deem advisable.

4. Insurance Loss Proceeds:

(a) The insurance trustee shall be a Bank with its principal place of business in Lee County, Florida, to be named by the Board of Directors, and which may be changed from time to time by the Board.

(b) Fees and expenses of such trustee shall be considered a common expense of the Association and paid as such;

(c) The duty of the trustee shall be only to receive the proceeds and to hold and disburse the same for the benefit of the insured, any mortgagees and owner pursuant to the provisions of this paragraph;

(d) The proceeds shall first be applied to the Trustee fees and expenses, and then to the cost of reconstruction and repairs. Any remainder shall be paid to the owners and their mortgagees as their respective interests may appear;

(e) The Board of Directors is irrevocably appointed as agent for each owner of an apartment and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by the owners; and

(f) In the event any insured loss does not exceed \$5,000.00 then the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring, or rebuilding the damaged areas.

5. So long as one-half of the total apartments in any one building are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Directors and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.

6. In the event the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Directors shall assess each owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance trustee the same as if they were insurance proceeds.

VIII. USE RESTRICTIONS:

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

1. Apartments.

Each of the apartments shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

2. Common Elements.

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

3. Nuisances.

No nuisances shall be allowed upon the condominium property, 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. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements which will increase the rate of insurance upon the condominium property.

4. Lawful use.

No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof 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 maintenance and repair of the property concerned.

5. Leasing.

By use of an approved lease, entire apartments may be rented provided the occupancy is only by the lessee and his family, their servants and guests.

6. Regulations.

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

7. Proviso.

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

IX. LIMITATION UPON CONVEYANCE OF OWNERSHIP OF APARTMENT UNIT:

In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments in the condominium, the conveyance, sale and mortgaging of an apartment by any owner other than the Developer shall be subject to the following restrictions:

1. No apartment owner may convey, sell, lease for more than one (1) year, give, encumber, or transfer title to an apartment owned by him, except as otherwise herein provided, without approval of the Board of Directors of the Association. The Association reserves the right to first refusal on any such proposed sale, transfer or encumbrance and shall be given thirty (30) days written notice in which to make its election. In the event the owner of an apartment shall desire to sell, lease or make a gift of the apartment owned by him or any interest therein, he shall give written notice to the President or in his absence, the Vice-President, or in his absence the Secretary, or in his absence any director of the Association or in their absence the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract. Upon such notice, the Board of Directors of the Association shall, within thirty (30) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association, at which time the owner proposing to make the transfer herein provided shall have the opportunity to be heard. The Board of Directors, in making its decision, shall consider among other things, but not limited to, the effect of such transfer upon the value of the apartments in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the transfer. The request for transfer shall not be unreasonably withheld or unreasonably delayed. The decision of the Board of Directors may be appealed to the membership of the Association, and in such event the owner seeking such appeal shall notify the Board of Directors, through any of its officers, in writing, within five (5) days after its decision and a meeting of the Association shall be called for such purpose within thirty (30) days after such notice. In the event the Board of Directors or the Association shall fail to approve any proposed sale or transfer, the Association shall, upon written request by the owner, provide the owner with a purchaser within ninety (90) days thereof, from the date of such final disapproval, which purchaser shall purchase upon the same terms as the purchaser proposed by the owner desiring to sell. If the Association or the Board of

Directors shall deem that the proposed sale does not represent the fair market value of the property, at the election of the Association, the price to be paid shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the said Association who shall be paid by the purchaser. The option granted to the Association shall not extend beyond twenty (20) years from the date of the recording of this Declaration. The provision of this paragraph relating to restriction upon resale shall not apply to any insurance company, bank, federal savings and loan association, corporate mortgagee, or real estate investment trust in the event of a sale to such mortgagees, sales by mortgagees after quieting title or at foreclosure sale. There is further excepted from the provisions of this paragraph any public sale at open bidding as may be provided by law.

X. COMPLIANCE AND DEFAULT:

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

1. Negligence.

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

2. Costs and attorneys' fees.

In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

3. No waiver of rights.

The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XI. TERMINATION:

SAYANA OF SANIBEL, A CONDOMINIUM, shall cease to exist as a condominium when:

1. There is a destruction of improvements by fire or other casualty in such manner that the apartment building shall not be reconstructed because of major damage as elsewhere herein provided.

2. All the apartment owners together with the holders of all recorded liens elect to terminate the condominium. Evidence of such termination shall be by resolution of the Association recorded in the Public Records of Lee County, Florida, and at such time each owner of an apartment shall deliver to the Association his deed of conveyance for his apartment in which the Association is named as Grantee; the Board of Directors shall then proceed to dispose of all the property of the Association, upon terms satisfactory to the owners and recorded lienholders, and the proceeds remaining after such disposition shall be paid to the owners and recorded lienholders in accordance with each owner's interest; any lienholder shall be paid in full before any payment is made to the owner of the encumbered apartment; should any owner fail for any reason to execute and deliver the required deed of conveyance, the Board of Directors shall have the authority to

compel compliance in a court of equity. Except as to matters contained in the By-Laws of the Association, this Declaration shall not be revoked nor any of the provisions herein amended unless all of the owners of the apartments and all of the mortgagees holding mortgages covering the apartment unanimously agree to such revocation or amendment by duly recorded instrument. Each and every owner of an apartment shall comply with the provisions of this Declaration and of the By-Laws of the Association, which are attached as Exhibit "C", and by this reference incorporated herein, including any amendments to such By-Laws lawfully adopted; and failure to comply with the same shall be grounds for an action to recover such sums due for damages or for injunctive relief. Until all of the nine (9) apartments have been sold, said Developer shall have the following rights:

- (a) To use the common elements and unsold apartments in promoting the sale of such unsold apartments;
- (b) Original sale and/or any re-sale of any previously sold apartment shall be subject to the supervision and control of RUSSELL TOTMAN, the Developer;
- (c) To control the resident caretaker and his duties, as such, and all other employees of the Association.

XII. AMENDMENTS:

This Declaration of Condominium and the By-Laws of SAYANA OF SANIBEL, A CONDOMINIUM, may be amended in the following manner as well as in the manner elsewhere provided:

1. Notice.

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

2. Resolution.

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing, providing that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, which approvals must be by:

- (a) Not less than 2/3 of the votes of the entire membership of the Association.

3. Agreement.

In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Lee County, Florida.

4. Proviso.

Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance", unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

5. Execution and recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendments are recorded in the Public Records of Lee County, Florida.

XIII. SEVERABILITY:

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereon.

XIV. PROVISIONS PERTAINING TO DEVELOPER:

For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

1. For so long as the Developer owns more than 85% of the total apartments, the Developer shall reserve the right to appoint all of the members of the Board of Directors of the Condominium Association and such members need not be residents of the condominium.

2. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

3. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose.

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

Signed, Sealed & Delivered
in the Presence of:

Jack D. Story Jr.
Julie R. Baker

Russell B. Totman

I HEREBY CERTIFY that on this 29th day of November, 1977, before me personally appeared RUSSELL TOTMAN, to me known to be the person described in and who executed the foregoing Declaration of Condominium and severally acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Fort Myers, in the County of Lee and State of Florida, the day and year last aforesaid.

Julie R. Baker
Notary Public

My Commission Expires:

November 14, 1980

JOINDER OF MORTGAGEE

The EXCHANGE NATIONAL BANK OF LEE COUNTY,
the owner and holder of a Mortgage upon the following lands in
Lee County, Florida:

(See Attached Schedule "A")

which mortgage is dated and recorded May 10, 1977,
in Official Record Book 1198 at Page 967, Public Records
of Lee County, Florida, consents in the making of the foregoing
Declaration of Condominium.

EXCHANGE NATIONAL BANK
OF LEE COUNTY

(Corporate Seal)

BY: C. C. Coghill, Jr.
Senior Vice President

Attest: Barbara E. Copithorne
Asst. Cashier

Signed, Sealed and Delivered
in the Presence of:

Harmon W. Pottorff
Harmon W. Pottorff

State of Florida)
County of Lee) S

I, an officer duly qualified to take acknowledgements,
hereby certify that C. C. Coghill, Jr. as
Senior Vice President of Exchange National Bank of Lee County
and Barbara E. Copithorne as
Asst. Cashier of Exchange National Bank of Lee County
to me personally known, this day acknowledged
before me that they executed the foregoing Joinder of Mortgagee as
such officers of said corporation, and that they affixed thereto
the official seal of said corporation, and I further certify that
I know the said persons making said acknowledgement to be the
individuals described in and who executed the said Joinder of
Mortgagee.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal at Fort Myers, Lee County, Florida, this 3 day of
January, 1978.

Harmon W. Pottorff
Notary Public

My Commission Expires:

6-30-80

A tract or parcel of land lying in Government Lot 2 of E. L. Sawyer's Subdivision according to a map or plat thereof recorded in Plat Book 3 at page 55 of the public records of Lee County, Florida and a parcel lying in Government Lot 2, Section 34, Township 46 South, Range 22 East, Lee County, Florida which tract or parcel is described as follows:

From the northwest corner of said Lot 2 of E. L. Sawyer's Subdivision run easterly along the north line of said lot for 50 feet to the Point of Beginning of the herein described parcel.

From said Point of Beginning run northerly, parallel with a northerly prolongation of the west line of said Lot 2, to an intersection with the southwesterly line of Gulf Drive, as described in deed recorded in Deed Book 221 at page 53 of said public records; thence run southeasterly along said southwesterly line to an intersection with a northerly prolongation of the easterly line of Lot 2 of said subdivision; thence run southerly along said prolongation and easterly line to the waters of the Gulf of Mexico; thence run northwesterly along said waters to an intersection with a line parallel with the west line of said lot, passing through the Point of Beginning; thence run northerly along said parallel line to the Point of Beginning.

The hereinabove described parcel being identical with that property conveyed by deed recorded in Official Record Book 244 at page 292 of said public records.

TELETYPE POST 18AB-20S

EXHIBIT "A"

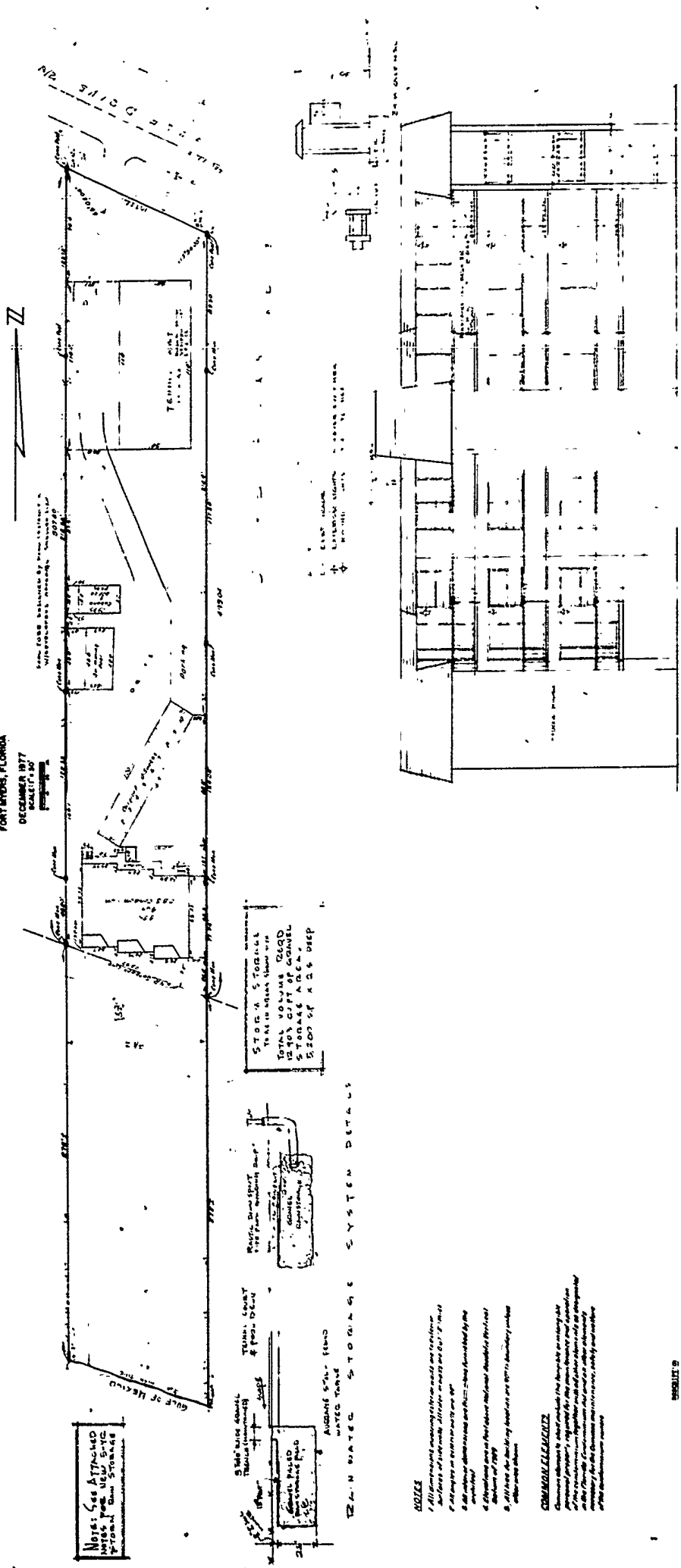
CONDOMINIUM PLAT BOOK 5 PAGE 70

**SURVEYOR'S PLAT, EXHIBIT "B" TO CONDOMINIUM DECLARATION OF
SAYANA OF SANIBEL, INC.
PARCEL IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 22 EAST
SANIBEL ISLAND, LEE COUNTY, FLORIDA**

**JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FORT MYERS, FLORIDA**

2264 830073030

SCALE: 1" = 30'



CERTIFICATE

1. The following are the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910:

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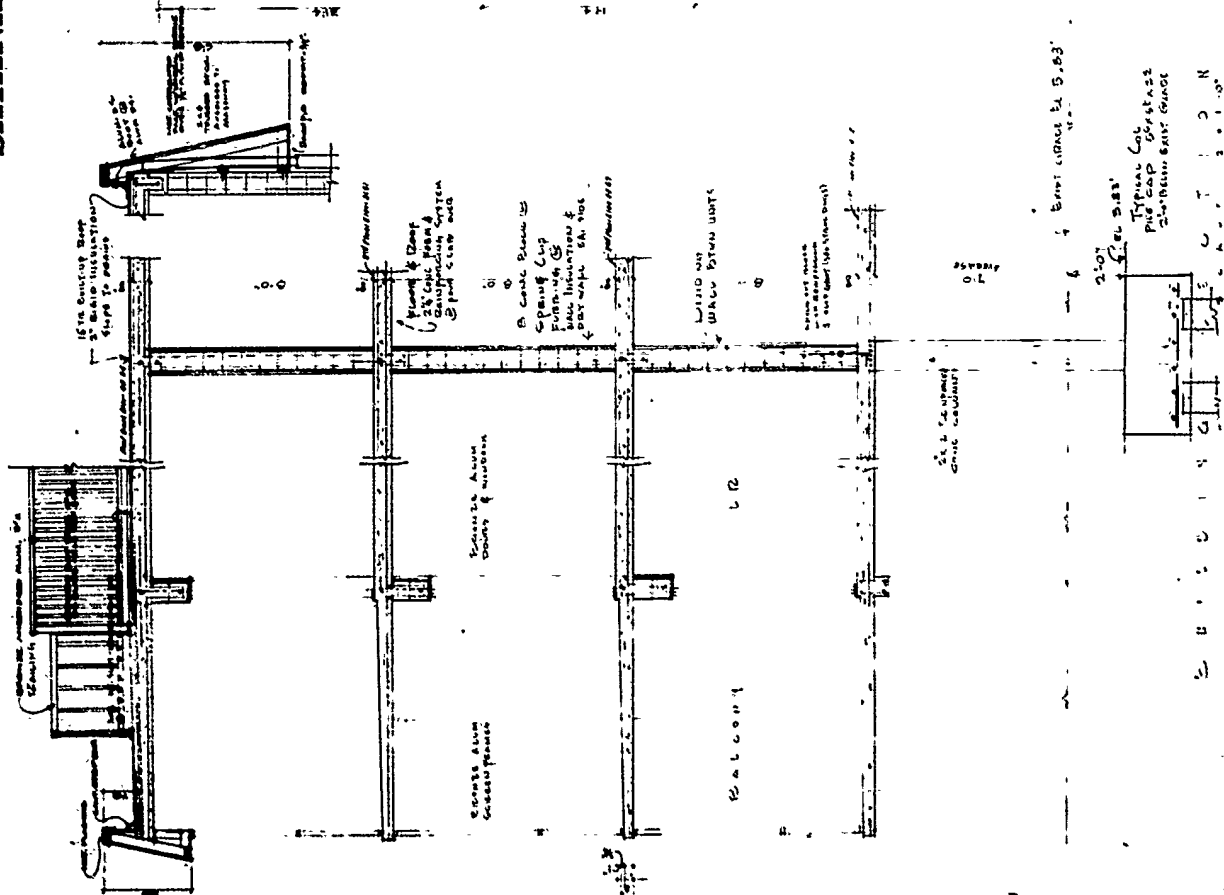
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SAYANA OF SANIBEL, INC.

CONDOMINIUM PLAT BOOK 5 PAGE 71
SHEET 2 OF 4



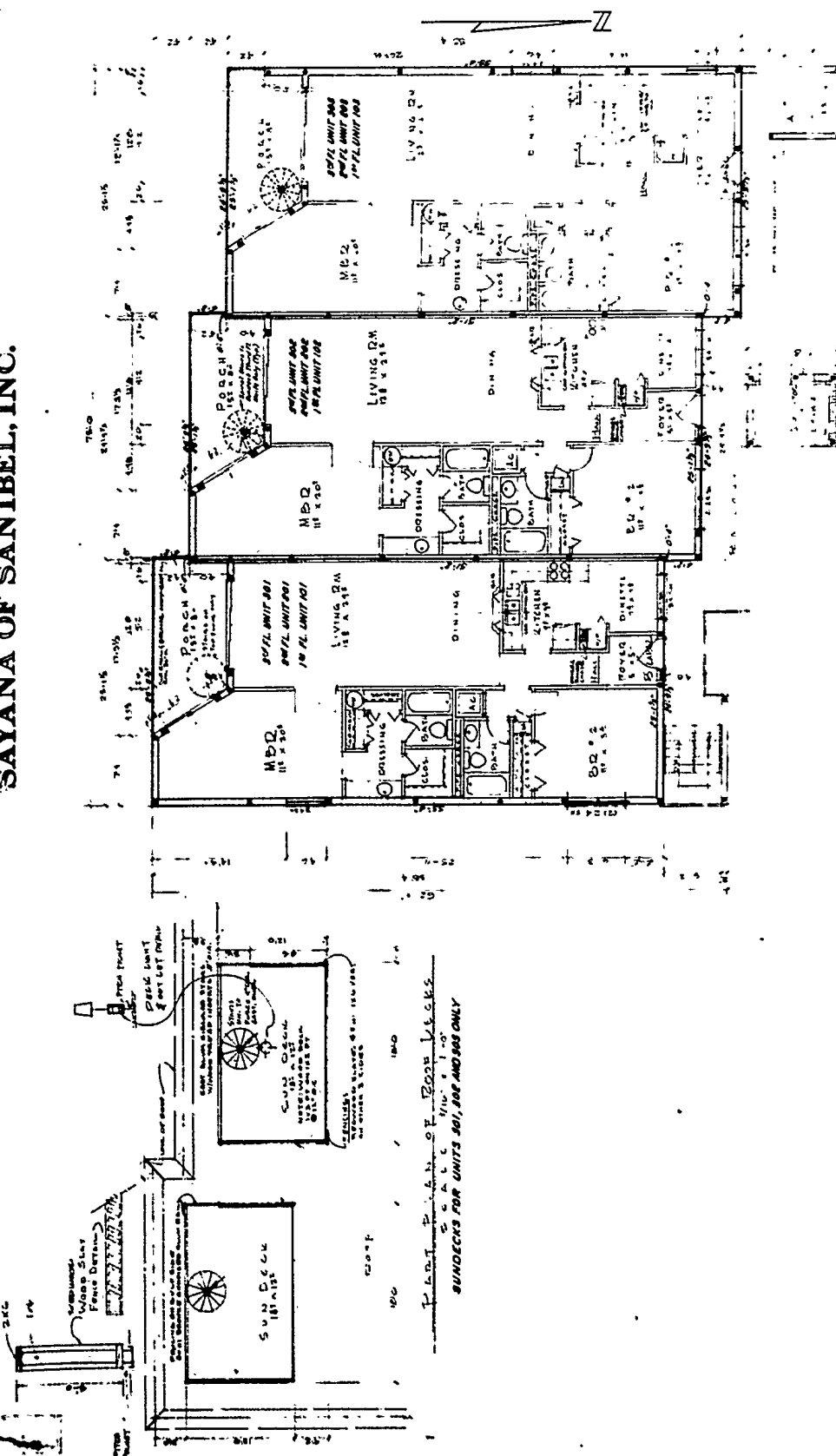
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SAYANA OF SANIBEL, INC.

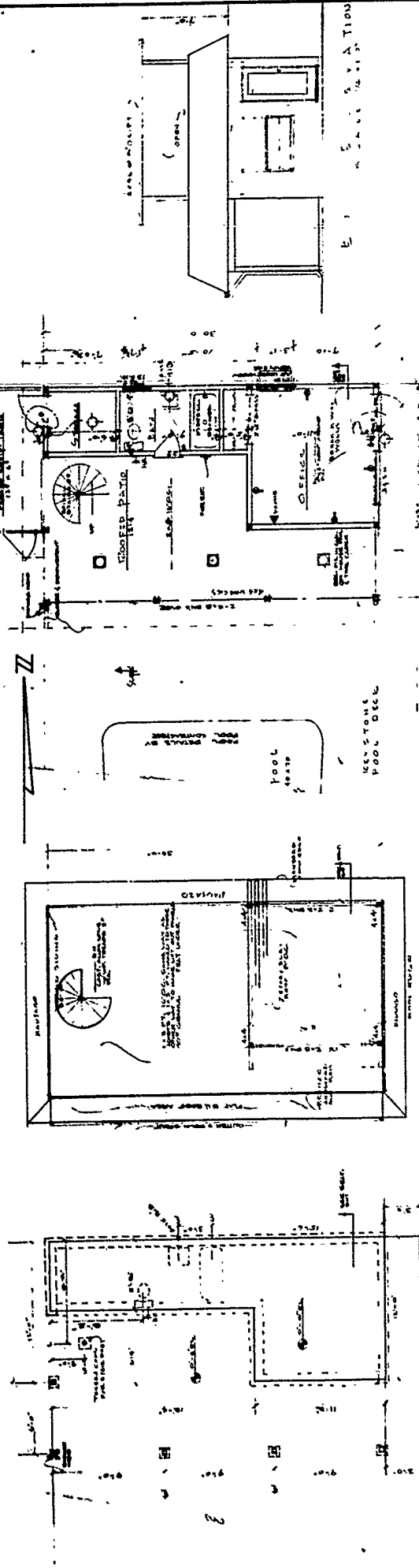


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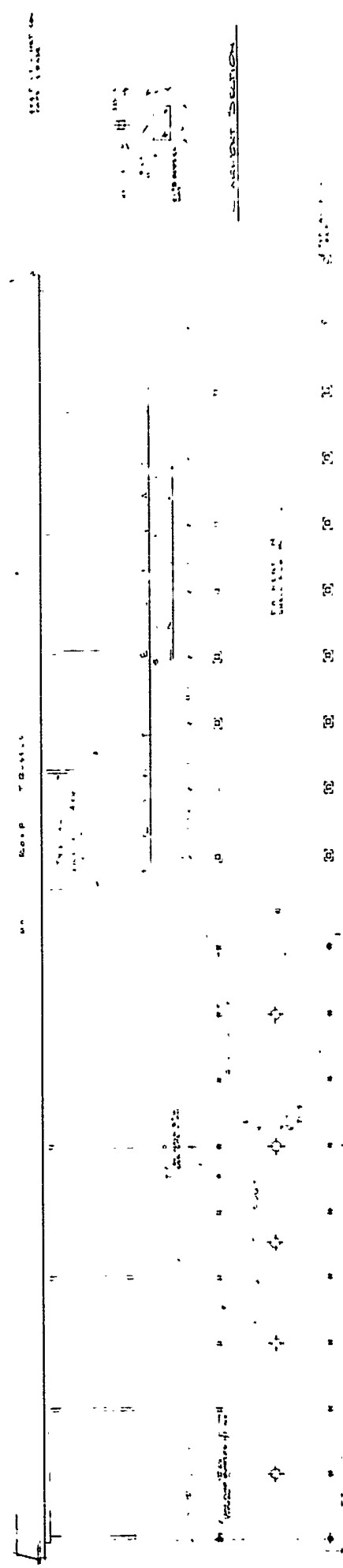
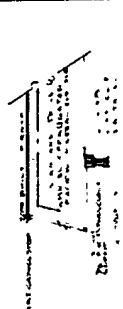
SAYANA OF SANIBEL, INC.



FOUNDATION

FLOOR PLAN

POOL DECK



FLOOR PLAN

CROSS SECTION

FOUNDATION PLAN

OWNER	SAYANA OF SANIBEL, INC.
ARCHITECT	ARCHITECT
DATE	DATE
SCALE	SCALE

OF

SAYANA OF SANIBEL, INC.

A Corporation Not For Profit

I. IDENTITY:

These are the By-Laws of SAYANA OF SANIBEL, INC., an Association organized pursuant to Chapter 711, Florida Statutes, 1969, herein called the Condominium Act, for the purpose of administering SAYANA OF SANIBEL, A CONDOMINIUM, located upon lands in Lee County, Florida, as described in the Declaration of Condominium on file in the Lee County Public Records.

The office of the Association shall be at 3067 Gulf Drive, Sanibel, Lee County, Florida.

II. MEMBERS' MEETINGS:

1. The annual members' meeting shall be held at the office of the Association at 3067 Gulf Drive, Sanibel, Florida, on the first Friday of February, at 2:00 P.M., each and every year commencing in 1978, unless called earlier by the President of the Association, on 15 days' notice to members. If such date is a Sunday or a legal holiday, then the meeting shall be held on the next regular business day at the same hour. At each annual meeting, the members shall elect a board of directors, adopt a budget for the next ensuing year, and transact any other business which may properly come before it. Such meeting may be held at the principal office of the Association or at any other such place as is stated in the notice of such annual meeting.

2. Special meetings of the members may be called at any time by the President, or the Vice-President, or by a majority of the Board of Directors; it shall also be the duty of the President, Vice-President, or Board to call such a meeting when requested to do so in writing by a majority of the members. Such meetings shall be held at the principal office of the Association or at such other place as is stated in the notice of such special meeting.

3. Notice of the time and place of all annual and special meetings shall be mailed by the Secretary by certified mail to each member not less than 15 days before the date of the meeting, and simultaneously posted in a conspicuous place on the condominium property. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings.

4. The President, or in his absence the Vice-President, shall preside at all such meetings.

5. At every such meeting the owners of each apartment shall be entitled to cast one vote for each apartment owned. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and by him entered into the record of the minutes of the meeting. A proxy may be given only to another member of the Association.

6. Every member shall have the right to cast his vote for each director to be elected. If any apartment is held jointly by more than one owner, the joint owners shall file by certificate with the Secretary of the Association before each meeting the name of the joint owner authorized to cast the vote for the apartment. If that apartment is held in the name of a corporation, the vote shall be cast as provided in the Declaration.

7. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the Association, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before

the meeting, unless the question is one upon which by express provision of Florida Law, the Declaration of Condominium, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

8. A complete list of the members entitled to vote at each meeting of the membership shall be furnished and certified by the Secretary of the Association, and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

III. BOARD OF DIRECTORS:

1. The business and property of the Association shall be managed by a Board of three (3) Directors.

2. The Directors shall be elected by the members at the annual meeting of members. In the event of a vacancy on the Board of Directors, the Board shall appoint a replacement until the next regular election.

3. The annual meeting of the Directors may be held at the same place as the members' meeting, and immediately after the adjournment of same.

4. Special meetings of the Directors may be held at such time and place as the Directors may designate. Such meetings may be called by the President, or by the Vice-President in the absence of the President, or by any two members of the Board. By unanimous consent of the Directors, a special meeting of the Board may be held without notice at any time and place.

5. Notice for any regular or special meeting, except as provided in Section 4 above, shall be given to each Director by the Secretary at least five days prior to the time fixed for such meeting.

6. A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time.

7. The Directors shall elect the Officers of the Association at the Directors' meeting following each annual meeting of the members of the Association. All Officers shall be elected by the Directors from their own members. An Officer may be removed at any time by a two-thirds (2/3) vote of the full Board of Directors. An Officer or Director may be removed by a two-thirds (2/3) vote of the members present at a special meeting of the members called for the purpose of considering such removal.

8. Directors or Officers shall receive no compensation for their services in such capacity.

9. The Board of Directors shall adopt the budget at said annual meeting. The unit owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessment for the preceding year, the Board, upon written application of ten (10%) percent of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, the unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority vote of all unit owners in writing, the budget shall be adopted.

10. At such annual meeting, the Directors shall submit a statement of the business transacted during the preceding year, a report of the general financial condition of the Association and its tangible property, and also present the proposed budget for the next fiscal year.

11. The Directors shall have whatever other powers and authority as are granted to them by the Declaration of Condominium and the Laws of Florida.

IV. OFFICERS:

1. The officers of this Association shall be a President, a Vice-President, Second Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors, and shall hold office until their successors are duly elected and qualified. One person may hold simultaneously two offices, except that the offices of President and Secretary shall be held by different persons.

2. The President shall preside at all Directors' and Members' meetings, and shall have general supervision over other Officers. He shall execute all contracts, agreements, and obligations of the Association, except, however, as such authority may be otherwise delegated by resolution of the Board of Directors, and he shall perform all other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice-President or if he is unable to act, by the Second Vice-President.

3. The Secretary shall issue notices of all Directors' and Members' meetings, and shall attend and keep the minutes of the same (the minutes shall be retained for a period of not less than seven (7) years); shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law; shall have charge of all of the Association's books, records and papers; shall be custodian of the seal; and shall perform all such other duties as are incident to his office.

4. The Treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the Directors may require. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records, and other papers, to the Directors for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of, and to the credit of, the Association, in such depositories as may be designated by the Board of Directors, and shall disburse the funds of the Association as ordered by the Board and shall perform all such other duties as are incident to his office.

V. INSPECTION OF BOOKS AND ACCOUNTS:

The books, accounts and records of the Association shall be open to inspection by any member of the Board of Directors at all times. Members of the Association shall have the right to inspect the records and books of account of the Association at all reasonable times.

VI. FISCAL YEAR:

The fiscal year shall begin on _____, and end on _____.

VII. MANAGEMENT, OPERATION AND MAINTENANCE:

1. The Board of Directors shall maintain, operate and manage SAYANA OF SANIBEL, A CONDOMINIUM, in accordance with the provisions of the By-Laws and the Declaration of Condominium; and in furtherance of such duty, the Board shall have the authority

(a) To exercise complete and exclusive control and management of the apartments and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such apartment;

(b) To make payment of insurance premiums, repairs, management expenses and all other necessary and/or proper operating expenses of the condominium complex;

(c) To make and collect charges and/or assessments against each apartment for its pro-rata share of such operating expenses (including reasonable reserves), such charges and/or assessments to be paid by the members on a quarterly basis;

(d) To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any apartment and the equipment therein, which are to be maintained by the individual apartment owner);

(e) To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of apartments);

(f) To enter any apartment when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation of the condominium property;

(g) To collect delinquent assessments by suit or otherwise; to abate nuisances, and to enjoin or seek damages for violation of these By-Laws, and the Declaration of Condominium;

(h) To employ, if and when deemed desirable, a resident caretaker, who shall manage the condominium property on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such caretaker such powers as may be necessary in connection with the operation of the condominium complex; to employ janitors, maids, workmen, and gardeners and other persons needed for the proper operation of the condominium complex; and

(i) To do any other act or thing necessary or proper to carry out the purposes of the By-Laws and Declaration of Condominium.

2. Any assessment for betterments, alterations and/or improvements involving the expenditure of \$300.00 or less may be made by a majority vote of the full Board of Directors alone; any such assessment for an expenditure more than \$300.00 shall first require the approval of two-thirds (2/3) of the members.

3. All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the Association. Any assessment more than 60 days past due shall bear interest at the rate of ten (10) percent per annum from the due date thereof until paid. Joint owners of an apartment shall be jointly and severally liable for any assessment against any apartment. Should any assessment remain unpaid for 60 days after due notice of same, then the Board of Directors or the Treasurer shall send notice of the default to such delinquent owner(s) by registered mail, return receipt requested, at the last address furnished by such owner(s) to the Association. In the event that such default continues for an additional 30 days, then the Board of Directors shall, without further notice or demand, take such action as it deems necessary to collect the amount so due.

VIII. SEAL:

The Board of Directors shall adopt a seal for the Association.

IX. OTHER OBLIGATIONS OF MEMBERS:

1. Parking: Automobiles may be parked only in areas provided for that purpose. Trucks, trailers and motor homes shall not be parked in the parking area.

2. Pets: No pets or animals shall be allowed to be kept in the condominium except for dogs, cats and birds which must be kept on a leash or caged at all times when outside the apartment. If the association or the developer shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises.

3. Children: There will be no restrictions as to the minimum age of children which may live or visit the condominium, but such children must be adequately supervised by an adult.

4. No curtain, blind, awning or glass, etc., shall be installed on any porch or balcony without the prior approval of the Board of Directors. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his apartment. The installation of any individually owned appliance and any addition to the exterior of the building, including but not limited to radio and television antennae, shall first require the approval of the Board of

Directors. Repairs, screening and screening supports shall be at owner's expense, unless covered by Association insurance policy.

5. Exterior Appearance: Common walks, elevators, hallways, and other common areas shall not be obstructed, littered, defaced or misused in any manner; and balconies, porches, terraces, and stairways shall be used only for the purposes intended, and they shall not be used for hanging garments or other objects or for cleaning of rugs or other household items.

6. Carpeting: All apartments shall always have the floors covered with wall-to-wall carpeting, except it is not required in bathrooms, kitchens and utility rooms.

7. Alterations: No structural changes or alterations shall be made in any apartment without prior approval of the Board of Directors and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

X. LEASING APARTMENTS:

No rentals or lease of a SAYANA OF SANIBEL unit is permitted for less than three (3) days.

XI. PROCEDURE ON INVOLUNTARY SALES OF APARTMENT:

Any mortgagee who acquires title to any apartment by foreclosure or deed in lieu of foreclosure shall be considered an approved purchaser and the subsequent purchaser from such a mortgagee shall be considered an approved purchaser.

XII. PROCEDURE ON OTHER TRANSFER OF TITLE TO AN APARTMENT:

1. The transfer by an owner to his spouse or to another member of his immediate family who customarily resides in the apartment with such owner by deed or Last Will and Testament, shall be considered a transfer to an approved purchaser.

2. The transfer by an owner to a corporation in which he and/or the members of his immediate family have a majority or controlling interest, or from such a corporation to the individual, all without any change in occupancy, shall be considered a transfer to an approved purchaser.

3. The transfer by an owner to the owner of another apartment shall be considered a transfer to an approved purchaser.

4. In case of the death of the owner of an apartment, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment to some designated person or persons other than his surviving spouse or member of his family, or if some other person is designated by such decedent's legal representative to receive the ownership of the apartment, the Board of Directors of the Association shall, within 30 days after written request so to do, accompanied by proper evidence of rightful designation, express its refusal or acceptance as to the owner of the apartment the individual or individuals so designated. If the Board of Directors of the Association shall consent, ownership of the apartment may be transferred to the person or persons designated who shall thereupon become the owner of the apartment subject to the provisions of the Declaration of Condominium and the By-Laws. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during 30 days next after said last above mentioned 30 days to purchase, for cash, the said apartment at the then fair market value thereof. Should the parties fail to agree on the value of such apartment, the same shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The expense of appraisals shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized

from the sale of such apartment. If the then members of the Association do not exercise the privilege of purchasing said apartment within such period, and upon such terms, the person or persons so designated may take title to the apartment, or such person or persons or the legal representative of the deceased owner may sell the said apartment, but such sale shall be subject in all other respects to the provisions of the Declaration of Condominium and By-Laws.

5. In the event of transfer to a corporation, the corporation shall furnish the names and addresses of the persons who will be occupants of the apartment who shall each be subject to approval by the Board of Directors; the sale of an apartment through sale of the stock of the corporate owner thereof shall not authorize any change in occupants, and any change in occupancy resulting from such sales shall be first approved by the Board of Directors.

6. Any sale and/or lease contrary to the provisions of Declaration of Condominium and By-Laws shall be void and may be ignored by the Board of Directors in dealing with the apartment involved.

7. The failure by the Association or any apartment owner to enforce any rights contained in the Declaration or By-Laws shall not constitute a waiver of the right to do so thereafter.

XIII. AMENDMENT OF BY-LAWS:

The By-Laws of the Association may be amended by a vote of not less than two-thirds (2/3) of the then voting shares of the Association at any annual or special meeting; provided, however, that any such amendment shall not become effective unless the said amendment shall be set forth within or duly annexed to a duly recorded Amendment to the Declaration of Condominium of SAYANA OF SANIBEL, A CONDOMINIUM.

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

OFF
REC 1243 PC1908

I certify that the following is a true and correct copy of
Articles of Incorporation of SAYANA OF SANIBEL,
INC., a corporation not for profit organized under the
Laws of the State of Florida, filed on December 13, 1977,
as shown by the records of this office.

The charter number for this corporation is 741043.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
14th day of December, 1977.

James A. Smathers
SECRETARY OF STATE

APPROVED
AND
FILED

DEC 13 10 51 AM 1977

FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SAYANA OF SANIBEL, INC.

A Corporation Not For Profit

1. Name and Place of Business. The name of the corporation is SAYANA OF SANIBEL, INC. The place of business shall be 3067 Gulf Drive, Sanibel, Lee County, Florida; which shall be the registered office of the corporation.

2. Purpose. The corporation is organized as a corporation not for profit under the Laws of Florida to provide an entity responsible for the operation of SAYANA OF SANIBEL, A CONDOMINIUM, according to the Declaration of Condominium thereof now or hereafter recorded in the Public Records of Lee County, Florida.

3. Qualification of Members and Manner of Their Admission. The members of this corporation shall constitute all of the record owners of condominium parcels of SAYANA OF SANIBEL, A CONDOMINIUM. After receiving the approval of the corporation, as required under the applicable Declaration, change of membership in this corporation shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing record title to a condominium parcel and the delivery to the corporation of a certified copy of such instrument. The grantee designated by such instrument thereby shall become a member of the corporation; and the membership of the grantor thereby shall terminate.

4. Term. The existence of the corporation shall be perpetual unless SAYANA OF SANIBEL, A CONDOMINIUM, is terminated and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. Names and Residences of Incorporators. The name and residence of the incorporators to these Articles of Incorporation

T. "BABE BRYMER
2523 Harbour Lane
Sanibel, Florida 33957

RUSSELL TOTMAN
3067 Gulf Drive
Sanibel, Florida 33957

BERT JENKS
5766 Pine Tree Drive
Sanibel, Florida 33957

6. Directors and Officers. The affairs of the Association shall be managed by its Board of Directors. The Officers of the corporation shall be a President, Vice President and Secretary-Treasurer, which officers shall be elected annually by the Board of Directors. The Directors and officers may lawfully and properly exercise the powers set forth in Section 11, notwithstanding the fact that some or all of them who may be directly or indirectly

involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enter into such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the Directors and officers of this Corporation in the valid exercise of their lawful powers.

7. Names of Officers. The names of the officers who are to serve until the first election or appointment are as follows:

President	RUSSELL TOTMAN
Vice President	T. "BABE" BRYMER
Secretary-Treasurer	BERT JENKS

8. Board of Directors. The Board of Directors shall consist of 3 persons initially and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

RUSSELL TOTMAN	3067 Gulf Drive Sanibel, Florida 33957
T. "BABE" BRYMER	2523 Harbour Lane Sanibel, Florida 33957
BERT JENKS	5766 Pine Tree Drive Sanibel, Florida 33957

9. By-Laws. The original By-Laws shall be made by the Board of Directors and/or declared under the Declaration of Condominium. The same may thereafter be amended, altered, or rescinded only with the approval of not less than a majority of the Board of Directors and not less than 75% of the members of the Corporation.

10. Amendment of Articles. These Articles of Incorporation may be amended, altered or rescinded only with the approval of not less than two-thirds of the Board of Directors and not less than 75% of the members of the Corporation.

11. Powers. The Corporation shall have all of the following powers:

(a) All of the powers now or hereafter conferred upon corporations not for profit under the Laws of Florida and not repugnant to any of the provisions of the Florida Condominium Act or these Articles of Incorporation.

(b) All of the powers of an Association, as set forth in the Florida Condominium Act.

(c) To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominiums, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

(d) To contract with a third party for the management of the Condominiums and to delegate to the contractor all powers and duties of this Corporation except such as are specifically required by the Declarations and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.

(e) To acquire by purchase or otherwise condominium parcels of the Condominium subject nevertheless to the provisions of the applicable Declaration and/or By-Laws.

(f) To operate and manage SAYANA OF SANIBEL, A CONDOMINIUM, in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and/or By-Laws.

We, the undersigned, being the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof, have hereunto set our hands and seals this 30th day of September, 1977.

T. "Babe" Brymer (SEAL)
T. "Babe" Brymer

Russell Totman (SEAL)
Russell Totman

Bert Jenks (SEAL)
Bert Jenks

CLERK OF CIRCUIT COURT
JAN 4 1 10 PM '78
OFFICIAL RECORDS
LEE COUNTY FLORIDA
RECORD (FILED)

STATE OF FLORIDA)
COUNTY OF LEE) S

I HEREBY CERTIFY that before me the undersigned authority, duly authorized to take acknowledgments and administer oaths personally appeared T. "BABE" BRYMER, RUSSELL TOTMAN and BERT JENKS, who are known to me to be the persons who made and subscribed to the foregoing Articles of Incorporation, and certify and severally acknowledge that they made and executed said certificate for the use and purposes therein expressed.

WITNESS my hand and official seal this 30th day of September, 1977.

John R. Baker
Notary Public

My Commission Expires:
November 16, 1980