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CONDOMINIUM DECLARATION
OF
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM
Sanibel Island, Florida
(Revised 1993)

These Condominium Documents for Wedgewood of Sanibel, A Residential Condominium, were accepted as proper for filing purposes on May 10, 1991, pursuant to Rule 7D-17.005, F.A.C. by the State of Florida, Department of Business Regulation, Division of Land Sales, Condominiums, and Mobile Homes, Bureau of Condominiums; these Condominium Documents were revised on May 6, 1993, to reflect all of the Amendments to the Florida Condominium Act passed by the Florida Legislature in 1991 and 1992 since the original filing of the Condominium Documents. These 1993 Revisions were made to clarify and incorporate by inclusion and direct reference those portions of the Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium. These 1993 Revisions to the Condominium Documents of Wedgewood of Sanibel, A Residential Condominium, update, clarify, acknowledge, and accept all of those Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium.

DR2502 PG2347

THIS CONDOMINIUM DECLARATION, made and executed this 23rd day of May, 1994, by WEDGEWOOD OF SANIBEL DEVELOPMENT CORPORATION, A Florida Corporation, hereinafter referred to as Developer, submits the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth:

• RECORD VERIFIED - CHARLE GREEN, CLERK •
• BY: SUSAN THOMPSON •

DEFINITIONS

As used herein, or elsewhere in these Condominium Documents, the terms used shall be defined as set out in Chapter 718.103, Florida Statutes, 1992, the Condominium Act, hereinafter referred to as the Act. All other definitions not reflected in the Act are as set out

in the body of these Condominium Documents. Definitions in the Condominium Documents shall prevail and govern the interpretation of these Condominium Documents. The term Condominium Parcel means a Unit, together with the Limited Common Elements appurtenant to that Unit, together the undivided share in the Common Elements which is appurtenant to that Unit. References in this Condominium Declaration to the Common Elements shall also be deemed to include the Limited Common Elements, unless specifically provided otherwise. Appurtenant to each Unit as Limited Common Elements will be designated parking spaces under the building and designated storage closets and sundecks for the Penthouse Units, all as shown on the Surveyor's Plat attached hereto as Composite Exhibit "B". Limited Common Elements are those areas appurtenant to, and serving exclusively, the Units, and are limited exclusively to the sole use and enjoyment of the Unit Owner, to the exclusion of all other Unit Owners. These Limited Common Elements are identified in detail in Items 5.D, 5.E, and 5.F. below.

OR2502 PG2348

1. STATEMENT OF CONDOMINIUM SUBMISSION. WEDGEWOOD OF SANIBEL DEVELOPMENT CORPORATION, A Florida Corporation, Developer, in accordance with the Condominium Act, herewith submits the property described in Item 5.C. to condominium ownership. This property is located at 3125 through 3137 West Gulf Drive on Sanibel Island, Lee County, Florida, as more particularly described on Composite Exhibit "B", attached hereto and made a part hereof.

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM.

3. CONDOMINIUM DESCRIPTION. An eighteen (18) unit condominium consisting of three (3) buildings, each building having three (3) stories and each building containing six (6) units. Two units are located on each floor of each building. All units shall

have more than 2,800 square feet of living area plus a 385 square foot lanai, for a total area of approximately 3,200 square feet. The exterior of the building shall be stucco. The condominium property shall also include a tennis court, swimming pool and pool deck, beach, beach walkover boardwalk, and all Common Elements.

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

A. An undivided one-eighteenth (1/18) share in the Common Elements and common surplus of the condominium property.

B. Appurtenant to each Penthouse Unit will be a sundeck located on the roof of the building above the Unit as shown on the Plans attached hereto as Composite Exhibit "B". Appurtenant to each Unit will be two under-building parking spaces and a storage closet. All such parking spaces, storage closets, and sundecks shall be Limited Common Elements reserved for the exclusive use of the owners of the Unit to which they are appurtenant and shall not be separated from or conveyed without the Units to which they are appurtenant.

C. The exclusive right to use all Limited Common Elements appurtenant to that Unit and undivided share of the Common Elements provided by the Declaration.

D. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time, and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

E. Membership in the Wedgewood of Sanibel Condominium Association as designated in this Declaration, with the full voting rights appertaining thereto.

5. UNIT IDENTIFICATION. The identification for each Unit in WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, shall be by building and unit number. The Unit Identification System for Units and Limited Common Elements in Wedgewood of Sanibel is described and set out below and is also reflected in detail on the Surveyor's Plat and Graphic Exhibits, Composite Exhibit "B".

COMPOSITE EXHIBIT "B"

A. COMPOSITE EXHIBIT "B" is a composite exhibit consisting of the Legal Description of Wedgewood of Sanibel, A Residential Condominium, as set out below, and the Surveyor's Plat and Graphic Exhibits recorded in the Condominium Plat Book of Lee County, Florida, and reflects the Plot Plan and typical Floor Plans of Wedgewood of Sanibel, A Residential Condominium, and each individual Unit. A reduced copy of the Plot Plan and Floor Plan is included for general reference only.

SURVEYOR'S PLAT and FLOOR PLAN.

B. The Final Surveyor's Plat has been filed in the Condominium Plat Book in the office of the Clerk of the Circuit Court and appears in Condominium Plat Book 20 at Pages 56 through 60, inclusive, in the Public Records of Lee County, Florida. For complete detail and dimensions as reflected on the Surveyor's Plat and Floor Plans, refer to the Condominium Plat Book.

LEGAL DESCRIPTION.

C. The complete Legal Description of the property submitted to condominium ownership is attached hereto on Composite Exhibit "B" and is incorporated herein as follows:

From the Southwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 46 South, Range 22 East, run West along the South line of said Section 27 and the North line of Section 34 for 369.76 feet to the Point of Beginning of the lands described as follows: From said Point of Beginning, continue West along said North line of Section 34 for 200 feet; thence run South parallel to a southerly prolongation of the North and South Quarter section line of Section 27 to the waters of the Gulf of Mexico; thence run Southeasterly along said waters to an intersection with a line through the Point of Beginning parallel to said prolongation of the North and South Quarter section line of Section 27; thence run North along said parallel line to the Point of Beginning; together with all riparian rights appurtenant thereto; and subject to the right-of-way of an existing County Road over and across the North edge of the property.

LIMITED COMMON ELEMENT IDENTIFICATION SYSTEM
 FOR WEDGEWOOD OF SANIBEL,
 A RESIDENTIAL CONDOMINIUM

D. GROUND FLOOR STORAGE CLOSET Limited Common Elements
 are identified as:

Storage Space A in Building One
 Storage Space B in Building One
 Storage Space C in Building One
 Storage Space D in Building One
 Storage Space E in Building One
 Storage Space F in Building One

Storage Space A in Building Two
 Storage Space B in Building Two
 Storage Space C in Building Two
 Storage Space D in Building Two
 Storage Space E in Building Two
 Storage Space F in Building Two

Storage Space A in Building Three
 Storage Space B in Building Three
 Storage Space C in Building Three
 Storage Space D in Building Three
 Storage Space E in Building Three
 Storage Space F in Building Three

E. COVERED PARKING (Under Building) Limited Common Elements are
 identified as:

Parking Space 1 and Parking Space 2 in Building One
 Parking Space 3 and Parking Space 4 in Building One
 Parking Space 5 and Parking Space 6 in Building One
 Parking Space 7 and Parking Space 8 in Building One
 Parking Space 9 and Parking Space 10 in Building One
 Parking Space 11 and Parking Space 12 in Building One

Parking Space 1 and Parking Space 2 in Building Two
 Parking Space 3 and Parking Space 4 in Building Two
 Parking Space 5 and Parking Space 6 in Building Two
 Parking Space 7 and Parking Space 8 in Building Two
 Parking Space 9 and Parking Space 10 in Building Two
 Parking Space 11 and Parking Space 12 in Building Two

Parking Space 1 and Parking Space 2 in Building Three
 Parking Space 3 and Parking Space 4 in Building Three
 Parking Space 5 and Parking Space 6 in Building Three
 Parking Space 7 and Parking Space 8 in Building Three
 Parking Space 9 and Parking Space 10 in Building Three
 Parking Space 11 and Parking Space 12 in Building Three

F. SUNDECK (Roof) Limited Common Elements are identified as:

- Sundeck 105 in Building One
- Sundeck 106 in Building One

- Sundeck 205 in Building Two
- Sundeck 206 in Building Two

- Sundeck 305 in Building Three
- Sundeck 306 in Building Three

CONDOMINIUM UNIT IDENTIFICATION SYSTEM
FOR WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM

G. UNITS are identified as follows:

- | | | |
|-----------------|----------|-------------------|
| First Floor | 101, 102 | in Building One |
| Second Floor | 103, 104 | in Building One |
| Penthouse Floor | 105, 106 | in Building One |
| | | |
| First Floor | 201, 202 | in Building Two |
| Second Floor | 203, 204 | in Building Two |
| Penthouse Floor | 205, 206 | in Building Two |
| | | |
| First Floor | 301, 302 | in Building Three |
| Second Floor | 303, 304 | in Building Three |
| Penthouse Floor | 305, 306 | in Building Three |

6. SURVEY AND GRAPHIC DESCRIPTION. A Final Survey of the land submitted herewith to condominium ownership and a Final Plot Plan thereof describing each Unit, and the Limited Common Elements, the Common Elements, and their relative location and the approximate dimensions of each Unit are included in Composite Exhibit "B". The Units described are not yet substantially completed.

7. UNIT IDENTIFICATION. The Legal Description of each Unit shall be the identifying number of such Unit as shown on the Surveyor's Plot and Floor Plan and in the Identification System set out above. The Units in Building One shall be numbered 101 through 106. The Units in Building Two shall be numbered 201 through 206. The Units in

Building Three shall be numbered 301 through 306. Every deed, lease, mortgage, or other instrument may legally describe the Unit by its identifying number, and every such Legal Description shall be deemed good and sufficient and complete for all purposes.

8. PHYSICAL DESCRIPTION OF UNITS. Each of the Units shall consist of all the space bounded by the horizontal and vertical planes formed by the undecorated interior surface of the perimeter walls, floors, and ceilings of said Unit projected, if necessary, by reason of structural divisions such as interior walls and other partitions of roof rafters, to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plasterboard, all of such plaster or plasterboard contiguous to such surface shall be included within the Unit. Each Unit includes, without limitation:

A. The decorated surfaces, wall coverings, and ceiling coverings, including paint, lacquer, varnish, wallpaper, tile, unit floor coverings, carpeting, and any other finishing material applied to perimeter walls, floors, and ceilings;

B. All balconies, lanais, and patio or terrace enclosures serving the Unit and all entrance and interior doors and windows, all screens, and including all glass doors, together with frames, sashes, and jams;

C. All electrical fixtures, appliances, air conditioning and heating equipment, water heaters, and built-in cabinets located within the boundaries of a Unit, installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building, and from utility pipes, lines, or systems serving the entire building or more than one Unit thereof;

D. All control knobs, switches, thermostats, and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

E. All space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts, and conduits;

F. All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, conduits, and all equipment which serve either the Unit or the fixtures located therein; and

G. All non-supporting interior partitions and walls which are not necessary for the existence, support, maintenance, safety, or comfort of any other part of the condominium property; but excepting therefrom all of the following items (which items shall be Common Elements) located within the boundaries of any Unit as described above:

(1) Any structural components contained in interior walls and the structural component parts of perimeter walls;

(2) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, and conduits which serve any other Unit or Units; and

(3) All supporting walls, fixtures, and other parts of the building which are within the boundaries of a Unit, but which are necessary for the existence, support, maintenance, safety, or comfort of any other part of the condominium property.

H. The Developer specifically reserves the right to construct, within each Unit, any other physical improvements as the Developer deems best until such time as such units shall be conveyed by the Developer to the Unit purchaser.

9. DESCRIPTION OF UNIT BOUNDARIES. The boundaries of each Unit shall be as follows:

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

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

(2) Lower Boundaries.

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

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

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

(2) Between Central Corridors and Other Common Use Areas. The plane formed by the interior of the Unit wall between the Unit and said corridors or Common Elements.

C. External Boundaries. All 18 Units within the condominium shall include lanais.

10. DESCRIPTION OF COMMON ELEMENTS. The entire balance of the property, including, but not limited to, the land, buildings, structural beams, posts and members, roof, main perimeter and supporting walls, halls, stairs, driveways, sidewalks, recreational facilities, sewage system, utility areas, equipment and facilities, wires, conduits, utility lines, and ducts now or hereafter situated, are hereby declared and established as Common Elements.

11. DESCRIPTION OF LIMITED COMMON ELEMENTS. Limited Common Elements are those common elements which are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units as set out in this Declaration of Condominium. Appurtenant to each Unit will be two (2) designated parking spaces under the building and a designated storage closet as shown on the Plans attached hereto as Composite Exhibit "B". Appurtenant to each Penthouse Unit will be a sundeck located on the roof of the building above the Unit as shown on the Plans attached hereto as Composite Exhibit "B". All air conditioning and heating equipment located outside the Unit serving that Unit shall be deemed Limited Common Elements. All such parking spaces, storage closets, air conditioning and heating equipment, and sundecks shall be Limited Common Elements for the exclusive use of

the Owners of the Unit to which they are appurtenant and shall not be separated from or conveyed without the Units to which they are appurtenant.

12. OTHER APPURTENANCES. Each Unit shall also have the following appurtenances:

A. Exclusive Use. Each Unit Owner shall have the exclusive use of his condominium unit.

B. Limited Common Elements means those Common Elements which are reserved for the use of the Owner of a certain Unit to the exclusion of other Unit Owners, and as described in this Declaration.

C. Common Elements. An undivided one-eighteenth (1/18th) share of the Common Elements of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM. This ownership share of the Common Elements is assigned to each residential unit based on an equal fractional basis.

D. Recreation Areas. Each Unit Owner shall have an undivided one-eighteenth (1/18th) share of the recreation areas, as more particularly described and set forth.

E. 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 the Unit may be altered or re-constructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Cross Easements. The appurtenances shall include the following reciprocal easements from each Unit Owner to each other Unit Owner:

(1) Ingress and Egress. Easements through the common elements for ingress and egress.

(2) Support. Every portion of a Unit contributing to the support of the residential building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

(3) Utilities. Easements through the Units and Common Elements for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other Units and the Common Elements; provided, however, that such easements through a Unit shall be only according to and as reflected on the plans and specifications for the Unit buildings or as the buildings are constructed unless approved in writing by the Unit Owner.

(4) Benefit. These appurtenances to each Unit shall be subject to the easements for the benefit of the other Units and the Condominium Association.

G. Membership in the Condominium Association as set out in Item 27 below.

H. The right to use, occupy, and enjoy Common Elements subject to the provisions of this Declaration, the By-Laws of the Association, and any Rules and Regulations adopted by the Association.

J. All of those Easements set out in Items 20 through 25 below.

13. CONDOMINIUM PARCEL. Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit. Each Unit, together with all the appurtenances thereto, constitutes a separate condominium parcel. Each condominium parcel is a separate parcel of real property which may be owned in fee simple or any other estate in real property recognized by law and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, subject only to the provisions of this Declaration and the Condominium Act. Each parcel shall include Limited Common Elements and an undivided one-eighteenth (1/18th) interest in the land and other Common Elements and the common surplus and shall bear the same one-eighteenth (1/18th) portion of the common expenses as its one-eighteenth (1/18th) ownership interest in the Common Elements and common surplus. This allocation of interests is determined on an equal fractional basis.

14. RESTRAINT UPON SEPARATION. The undivided one-eighteenth (1/18th) share in the Common Elements and other appurtenances to a Unit shall not be separated

therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Limited Common Elements, Common Elements, and other appurtenances to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Limited Common Elements, Common Elements, and other appurtenances to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

15. OWNERSHIP OF COMMON ELEMENTS. The ownership of Common Elements as may be herein described, and as the same are designated to each Unit are allocated so that each Unit shall own one-eighteenth (1/18th) of the Common Elements of the condominium property. This ownership share of the Common Elements is assigned to each residential unit based on an equal fractional basis.

16. SHARES OF COMMON SURPLUS AND COMMON EXPENSES. The Developer has provided eighteen (18) Units which will be sold together with eighteen (18) Storage Closet Limited Common Elements and sold together with thirty-six (36) under-building Covered Parking Limited Common Elements and (18) air conditioning and heating systems Limited Common Elements outside the Unit which shall be designated to the individual Unit Owners. The Developer has also provided six (6) Sundecks, as Limited Common Elements which shall be designated to the Penthouse Unit Owners 105 and 106 in Building One, and to Unit Owners 205 and 206 in Building Two, and to Unit Owners 305 and 306 in Building Three. These Sundeck Limited Common Elements together with the Storage Closet Limited Common Elements and the Covered Parking Limited Common Elements and air conditioning and heating system Limited Common Elements are subject to the private and exclusive use of the Unit Owner to the exclusion of others. The term Unit Owner shall include an Owner of one or more of the eighteen Units which are a part of this condominium. The undivided share in the land, swimming pool and pool deck, tennis court, beach, beach walkover boardwalk, and all other property, and all other Common Elements, the common surplus, and common expenses which are appurtenant to each Unit is an undivided one-eighteenth (1/18th) share

allocated to each of the eighteen (18) Unit Owners. This ownership share of the Common Elements is assigned to each residential unit based on an equal fractional basis. Common Elements are operated and controlled by the Wedgewood of Sanibel Condominium Association, Inc.

17. OWNERSHIP OF RECREATION AREAS. The ownership of the recreational areas, as set forth on Composite Exhibit "B", is submitted to condominium ownership and these recreation areas are allocated to each Unit Owner so that each Unit Owner in WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, will have equal ownership of the recreation areas. The fractional share representing the ownership granted to each Unit Owner shall be allocated as one-eighteenth (1/18th) of the total ownership of the recreation areas. In that there are eighteen Units in WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, it is the desire, intent, and effect of this submission of recreation areas to condominium ownership to create in each Unit Owner an equal undivided one-eighteenth (1/18th) share of the ownership of the recreation areas as required by law. This ownership share of the Common Elements is assigned to each residential unit based on an equal fractional basis.

18. OWNERSHIP OF INTERESTS IN WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC. Individual Unit Owners in WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, shall also be members of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit created under the laws of the State of Florida, which Condominium Association shall be set up for the limited purpose of the operation, control, and maintenance of the Condominium and Common Elements of the condominium which include the road, landscaping, lighting, swimming pool, pool deck, tennis court, beach, and beach walkover boardwalk, and the drainage system serving the Unit Owners at WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM. The expenses for the maintenance, management, repair,

and upkeep of the Common Elements shall be the responsibility of the Condominium Association. The cost of management, maintenance, and upkeep will be collected from the individual Unit Owners through the Condominium Association and each individual Unit Owner is responsible for only one-eighteenth (1/18th) of the cost of the upkeep of the condominium.

19. DEVELOPMENT PERMIT CONDITIONS AND REQUIREMENTS. The City of Sanibel, as a condition to the issuance of Development Permit 91-8954 DP and Development Permit 91-8955 DP of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, has required that certain conditions, pursuant to the Land Development Code of the City of Sanibel, must appear in this Condominium Declaration as required by Planning Commission Resolution 91-89 adopted September 10, 1991. Listed below are the provisions required by the City of Sanibel:

A. Maintenance of Drainage and other Common Elements. WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC. is obligated to maintain the site vegetation, private driveways, common areas, the required drainage system, utilities, and all other facilities on the Common Elements required as condition for approval of the Development Permits set out above. The Association shall be responsible at its expense for maintenance, repair, and replacement of these improvements on the Common Elements, including, but not limited to the site vegetation, private driveways, common areas, the required drainage system, utilities, and all other facilities on the Common Elements. If, for any reason, the Condominium Association fails to properly maintain these facilities and improvements on the Common Elements, the City of Sanibel shall have the right to enter onto the property to perform the maintenance required and shall be entitled to a lien against the condominium property for the cost of any repairs and maintenance undertaken by the City of Sanibel.

B. Right of Entry to Repair. In the event that the drainage, drive, or other Common Elements are ever modified, or blocked by vegetation, or are in need of repair or

clearing, and are not repaired or cleared by the Condominium Association, the City of Sanibel shall have the right to enter onto the condominium property to maintain, repair, or re-open said drainage or other improvement. The City of Sanibel shall have the right to enforce its lien for the cost of repairs including labor and materials, if any, provided to the condominium property. In the event of any legal action required to collect the sums due the City of Sanibel or to enforce its lien for said repairs or maintenance, WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, shall be responsible for any and all legal and attorney's fees incurred by the City of Sanibel in its efforts to collect the sums due or enforce its lien for said repairs or maintenance.

C. Enforcement of Maintenance of Required Facilities. In the event that the Association fails or refuses to make repairs and perform maintenance on the site vegetation, private driveways, common areas on the required drainage system, utilities, and all other facilities and improvements on the Common Elements, then the City of Sanibel shall have the right to collect its cost of repairs including labor and materials and shall have a lien against the condominium property to the extent of its costs expended, and shall have the right to enforce its lien for costs of repairs and maintenance against the condominium property.

D. Leasing of Units. No dwelling Unit or part thereof, located on land subject to these restrictions, may be rented for a term of less than four (4) consecutive weeks.

E. Official Consent Before Modification. The above conditions in Items 19.A, 19.B, 19.C, and 19.D may be enforced by the City of Sanibel and shall not be amended, revoked, or otherwise terminated without the express prior written consent of the City of Sanibel, any other provision of this document notwithstanding, pursuant to City of Sanibel Ordinance Code No. I.F.5.e.

20. EASEMENTS. The Developer has provided and created by this Condominium Declaration non-exclusive easements for ingress and egress over and across the drives, walks, and other rights of way serving the Units as reflected and described in Composite Exhibit "B".

The Board of Directors of Wedgewood of Sanibel Condominium Association, Inc. has the authority, without the joinder of any Unit Owner, to grant, modify, or move any easement if the easement constitutes a part of or crosses the Common Elements the condominium property. The Board does not have authorization to move, modify, or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners without the consent or approval of those other persons having the use or benefit of the easement. The following easements, set out below, together with the easements provided in the Condominium Act, are all appurtenant to each Unit and are covenants running with the land of the Condominium.

21. UTILITY EASEMENTS. Utility easements are reserved throughout the condominium for the construction and maintenance of water, sewer, and other utility lines and services as may be required to adequately serve the condominium property; provided, however, such easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved in writing by the Unit Owner affected.

22. INGRESS AND EGRESS. Easements for ingress and egress are reserved for pedestrian traffic over, through, and across sidewalks, paths, walks, and beach walkover boardwalks as the same from time to time may exist upon the Common Elements, and for vehicular traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes.

23. EASEMENTS IN PARKING AREAS. Easements are reserved to the Owners of Units in the condominium for pedestrian and vehicular traffic over, through, and across such driveways and parking areas as from time to time are intended for such purposes; provided, however, this shall not allow parking in Limited Common Elements other than by the Owners of the Units to which such Limited Common Elements are appurtenant.

24. EASEMENTS OF UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If a Unit shall encroach upon any Common Element or upon any other Unit by reason of the original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of the original construction or the non-purposeful or non-negligent act of the Condominium Association, then an easement appurtenant to such Common Element or Limited Common Element to the extent of such encroachment, shall exist so long as such encroachment shall exist.

25. EASEMENT FOR ACCESS, FOR CONSTRUCTION, REPAIR, AND UTILITIES. The Declarant, for itself and its successors and assigns, and for the benefit of the real property described on Composite Exhibit "B" attached hereto, hereby expressly reserves a perpetual nonexclusive easement for ingress and egress, for installation, maintenance, repair, and replacement of utilities and other items and related purposes over, on, across, and under the Common Elements of the condominium. This easement is reserved for purposes of maintenance and repair of the real property described on Composite Exhibit "B". The Declarant, for itself and its successors and assigns, also reserves for the benefit of all holders of any interests in the real property described on Composite Exhibit "B" an easement for vehicular and pedestrian ingress and egress to Gulf Drive over such parts of the Common Elements of the condominium as are appropriate for such purpose. The foregoing easements are perpetual and shall run with the land.

26. RIGHT OF OWNERS TO PEACEABLY ASSEMBLE. Pursuant to Florida Statute 718.123 (1992), all Common Elements, Common Areas, and recreational facilities serving this condominium shall be available to Unit Owners in the condominium and their invited guests, tenants, and lessees, for the use intended for such Common Elements, Common Areas, and recreational facilities, subject to the provisions of Florida Statute 718.106(4) (1992).

The entity or entities responsible for the operation of the Common Elements, Common Areas, and recreational facilities may adopt reasonable Rules and Regulations pertaining to the use of such Common Elements, Common Areas, and recreational facilities. No entity or entities shall unreasonably restrict any Unit Owner's right to peaceably assemble or any Unit Owner's right to invite public officers or candidates for public office to appear and speak in Common Elements, Common Areas, and recreational facilities.

27. OWNERSHIP AND MEMBERSHIP IN WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC. Ownership of a Unit in WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, creates in that Unit Owner a membership with the full voting interest appertaining thereto in the Condominium Association known as WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit. This membership and the voting interest appertaining thereto may not be restricted or denied for any reason. Each of the eighteen (18) Unit Owners shall have one vote each. The Articles of Incorporation of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, are attached as Exhibit "AoI".

28. VOTING INTEREST, SHARING OF COMMON ELEMENTS, COMMON EXPENSES, AND OWNING COMMON SURPLUS. The voting interest of each Unit Owner, the sharing of common expenses, and the ownership of common surplus as well as the ownership of Common Elements are an equal fraction equal to one-eighteenth (1/18th) for each Unit Owner. These voting interests are assigned to each Residential Unit and are based on an equal fractional basis.

29. BY LAWS. The Bylaws of the Condominium Association shall be the Bylaws of the Condominium Association which are attached hereto as Exhibit "BL" and made a part of this Declaration by reference. Said Bylaws may be amended in the manner as may be provided in them.

30. MAINTENANCE RESPONSIBILITY, OWNER. The Owner of a Unit shall have the responsibility to maintain, repair, and replace any and all matters and things relating to the interior of the Unit and to the entrances, including all doors, all windows, and all screens in the Unit owned by him and shall keep said Unit and premises in such manner as to cause no damage or nuisance to other Unit Owners in the buildings and shall specifically refrain from making any changes in appearance or otherwise to the exterior of the Unit. The Owner is required to repair or replace the electrical fixtures, appliances, air conditioner and heating equipment, water heaters, and all built-in cabinets located within the Unit.

31. MAINTENANCE, ALTERATION AND IMPROVEMENTS OF UNITS AND COMMON ELEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

A. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) to maintain, repair, and replace at the Unit Owner's expense all portions of his Unit, including, but not limited to, ducts, conduits, plumbing, electrical wiring and fixtures, appliances, and mechanical, or other installations within the Unit, windows, window and balcony glass, all exterior and interior doors, screens, and associated hardware. Such maintenance, repair, and replacement shall be done without disturbing the right of other Unit Owners;

(2) to maintain, repair, and replace at the Unit Owner's expense the air-conditioning and heating system, water heaters, serving such Unit, including any portion of said equipment located outside of the Unit, and all appliances and electrical fixtures and built-in cabinets located in his Unit;

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

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

B. Alterations and Improvements. Except as elsewhere reserved to the Declarant, neither a Unit Owner nor the Condominium Association shall make any structural alterations, changes or additions to a Unit or building, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the building or impair any easement without first obtaining the prior majority approval in writing of all Owners of all Units in the building in which such work is to be done and the approval of the Board of Directors of the Condominium Association. A copy of plans for all of such proposed work, prepared and sealed by an architect licensed to practice in this State, together with copies of all required permits, if any, from all governing agencies, shall be filed with the Condominium Association prior to the starting of the work.

C. Developer's Right to Change Units. The Declarant reserves the right without the joinder of any person to alter the boundaries between Units or to alter the interior walls of Units so long as the Declarant owns the Units so altered. If the Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. No such change shall increase the number of Units without amendment of this Declaration by approval of the Condominium Association, and Unit Owners, and mortgagees in the manner elsewhere provided. The Declarant shall apportion between the altered Units the shares in the Common Elements which are appurtenant to the said Units. Until the completion of the contemplated improvements to the condominium and the closing of all unit sales, the Declarant specifically reserves the right, without the joinder of any person, to make non-material amendments to this Declaration and the exhibits referred to herein as may be required by any lender or governmental authority.

D. Alteration and Improvements in Common Elements or Limited Common Elements. After the completion of the improvements comprising the Common Elements of

the condominium, there shall be no alteration nor further improvements of the Common Elements without prior approval in writing of the record owners of not less than seventy five (75%) percent of the Units. There shall be no change in the shares of ownership and rights of a Unit Owner in the Common Elements which are altered or further improved. There shall be no reassignment or any change of designation in the Limited Common Elements designated to any Unit Owner without the prior written consent and majority approval of Unit Owners in the building where the Limited Common Element is located.

E. Right of Access to Units. The Condominium Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Condominium Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

32. MAINTENANCE RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION. WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, shall be responsible for the operation, administration, and management of the Condominium Property, including the maintenance, repair, and improvement of the Common Elements and Recreation Areas. The Condominium Association shall be responsible at its expense for maintenance, repair, and replacement of the Common Elements, including, but not limited to, the required drainage facilities and other facilities of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, in the manner and method as herein set forth and as set out in the ByLaws of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit.

33. ASSESSMENT AND ASSOCIATION'S LIEN. The manner of collecting from the Unit Owners their shares of the common expenses shall be stated in the ByLaws. Assessments shall be made against Units not less frequently than quarterly, in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated

current operating expenses and for all of the unpaid operating expenses previously incurred. Assessments against Units shall be made by the Board of Directors and members of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC. and shall be borne by the Units on an equal fractional share basis. Unpaid assessments are secured by a lien against the Unit in favor of the Condominium Association pursuant to Florida Statute 718.116(5)(a) which provides that the Condominium Association's lien is effective from and shall relate back to the recording of the original Declaration of Condominium of Wedgewood of Sanibel, A Residential Condominium.

A. Liability for Assessments. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

B. First Mortgagee Liability and Limitations. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six months, but in no event does the first mortgagee's liability exceed one (1%) percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or one (1%) percent of the original mortgage debt, whichever amount is less. A first mortgagee acquiring title to a condominium parcel as the result of a foreclosure sale or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such

parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

C. Liability Notwithstanding Waiver of Use or Abandonment. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

D. Interest. Assessments and installments on them which are not paid when due shall bear interest at the rate of Eighteen (18%) Percent per year.

E. Administrative Late Fee. In addition to interest as set out above, the Condominium Association shall charge, impose, and collect an administrative late fee in an amount not to exceed the greater of Twenty Five and No/100 (\$25.00) Dollars or Five (5%) Percent of each delinquent installment on which the payment is late.

F. Application of Payments. Any payment received by the Condominium Association shall be applied first to any interest accrued by the Condominium Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

G. Rental Pending Foreclosure. If the Unit is rented or leased during the pendency of the foreclosure action, the Condominium Association is entitled to the appointment of a Receiver to collect rent received for use of the Unit. The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action.

H. Rental after Foreclosure Judgment. If the Unit Owner remains in possession of the Unit after a Foreclosure Judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay a reasonable rental for the use and occupancy of the Unit.

I. Power to Purchase. The Condominium Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

J. Certificate of Assessments. Within fifteen (15) days after a request therefore by any Unit Owner or Unit mortgagee, the Condominium Association shall provide a Certificate stating all assessments and other monies owed to the Condominium Association by the Unit Owner with respect to the condominium parcel. Any person other than the Owner who relies on such Certificate from the Condominium Association shall be protected thereby.

34. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Units, of the Limited Common Elements, of the Common Elements, of the recreation areas, and the operation of the condominium, and the providing of utilities as may be designated shall be by WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., who shall have, by and through its officers and directors, such powers, authority, and responsibilities as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida, and provided for in the ByLaws which are attached hereto as Exhibit "BL". The Condominium Association shall have authority to enter into management agreements through its officers.

A. Transfer of Association Control. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in a condominium that will be operated ultimately by a Condominium Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors or Board of Administration of the Condominium Association.

B. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors or Board of Administration of the Condominium Association:

(1) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

(2) Three months after ninety (90%) percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after recordation of the Declaration of Condominium.

C. The Developer is entitled to elect at least one member of the Board of Directors of the Condominium Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Units in the condominium.

D. Following the time the Developer relinquishes control of the Condominium Association, the Developer may exercise its voting interest in any developer-owned Units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority members of the Board of Directors or Board of Administration of the Condominium Association.

35. TRANSFER OF CONDOMINIUM ASSOCIATION CONTROL, INITIAL STAGE.

A. Within seventy five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member or members of the Board of Directors or Board of Administration of the Condominium Association, the Condominium Association shall call and give not less than sixty (60) days notice of an election for the members of the Board of Directors or Board of Administration.

1. The election shall proceed as provided in Section 718.112(2)(d) (1992).

The notice may be given by any Unit Owner if the Condominium Association fails to do so.

2. Upon election of the first Unit Owner other than the Developer to the Board of Administration, the Developer shall forward to the Division of Florida Land Sales, Condominiums, and Mobile Homes, Bureau of Condominiums, the name and mailing address of the Unit Owner Board Member.

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

1. Assessment of the Developer as a Unit Owner for capital improvements.

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

36. TRANSFER OF CONDOMINIUM ASSOCIATION CONTROL-FINAL

STAGE. At the time that Unit Owners, other than the Developer, elect a majority of the members of the Board of Directors or Board of Administration of the Condominium Association, the Developer shall relinquish control of the Condominium Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of Paragraph C., not more than 90 days thereafter the Developer shall deliver to the Condominium Association, at the Developer's expense, all property of the Unit Owners and of the Condominium Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- A. The original or a photocopy of the recorded Condominium Declaration and all Amendments thereto. If a photocopy is provided, it shall be certified by affidavit of

the Developer, or an officer or agent of the Developer, as being a complete copy of the actual recorded Declaration and all Amendments.

B. A certified copy of the Condominium Association's Articles of Incorporation.

C. A copy of the ByLaws.

D. The Minute Books, including all minutes, and other books and records of the Condominium Association, if any.

E. Any and all Rules and Regulations which have been promulgated.

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

G. The financial records, including financial statements of the Condominium Association, and source documents from the incorporation of the Condominium Association through the date of turnover. The records shall be audited for the period from the incorporation of the Condominium Association or from the period covered by the last audit. If an audit has been performed for each fiscal year since incorporation, by an independent Certified Public Accountant, all financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473. The accountant performing the audit shall examine to the extent necessary the supporting documents and records including the cash disbursements and related paid invoices to determine if expenditures were for Condominium Association purposes and the billings, cash receipts, and related records to determine that the Developer was charged and paid proper amounts of assessments prior to transfer of control.

H. Condominium Association funds or control thereof.

I. All tangible personal property that is property of the Condominium Association, which is represented by the Developer to be part of the Common Elements or which is ostensibly part of the Common Elements, and an inventory of that property.

J. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a Certificate in Affidavit form of the Developer, or his agent, or an architect or engineer authorized to practice in the State of Florida, that such plans and specifications represent, to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property, and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than three (3) years after the completion of construction or remodeling of the improvements, the requirements of this Paragraph do not apply.

K. A list of the names and addresses, of which the Developer had knowledge at any time in the development of the condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the condominium or Condominium Association property.

L. Insurance policies.

M. Copies of any Certificates of Occupancy which may have been issued for the condominium property.

N. Any other permits applicable to the condominium property which have been issued by governmental bodies and are in force or issued within one year prior to the date the Unit Owners, other than the Developer, take control of the Condominium Association.

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

P. A roster or list of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

Q. Leases of the Common Elements and other leases to which the Condominium Association is a party, if any.

R. Employment contracts or service contracts in which the Condominium Association is one of the contracting parties, or service contracts in which the Condominium Association or the Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

S. All other contracts to which the Condominium Association is a party.

T. If, during the period prior to the time the Developer relinquishes control of the Condominium Association pursuant to this Item 36, any provision of the Act or any Rule promulgated thereunder is violated by the Condominium Association, the Developer shall be responsible for such violations and shall be subject to the administrative action provided in The Condominium Act for such violation or violations and the Developer shall be liable for such violation or violations to third parties. This Subsection is intended to clarify existing law.

37. INSURANCE. The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Association and Common Elements on the condominium property as follows:

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Condominium Association. The Named Insured shall be the Condominium Association, for itself, and as agent for the Unit Owners, without naming them, and as agent for their respective mortgagees of record. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their

endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain coverage at their own expense for their personal property and other risks.

B. Insurance upon the Common Elements and the entire condominium improvements, exclusive of tangible personal property of Unit Owners or improvements placed within the Units by the Unit Owners thereof, shall be maintained by the Condominium Association.

C. Coverages.

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

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

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

(2) Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Condominium Association and with cross-liability endorsement to cover liabilities of the Unit Owners jointly and severally and the Condominium Association.

(3) Workmen's Compensation. Workmen's Compensation policy to meet the requirements of Florida Law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Condominium Association shall from time to time determine to be necessary or desirable.

D. Said insurance shall be purchased for the benefit of the Unit Owners and their respective mortgagees of record, grantees, assignees, and others claiming interest, as their interests may appear.

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

F. Every hazard policy which is issued to protect the condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed or replacements thereof of like-kind or quality, in accordance with the original plans and specifications, or as existing at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" does not include Unit floor coverings, wall coverings, or ceiling coverings, and does not include the following equipment located within a Unit that the Unit Owner is required to replace or repair: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, and built-in cabinets. With respect to the coverage provided for by this Paragraph, the Unit Owners shall be considered additional insureds under the policy.

G. The responsibility for maintaining insurance for personal property, personal liability, and public liability, as the same relates to the interior of the respective Units, shall be that of the Unit Owner.

H. In the event of loss, by fire or other casualty, covering property other than that which the individual Unit Owner is responsible for, the proceeds of any such insurance shall be paid to Wedgewood of Sanibel Development Corporation as Insurance Trustee, or to such bank or Trustee as may be designated by the Condominium Association.

I. In the event of partial destruction of the Common Elements or improvements insured by the Condominium Association, the premises shall be reconstructed

or repaired, unless the members of the Condominium Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgagees of record and lienholders holding outstanding liens of record against Units.

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

K. The Insurance Trustee may rely upon a Certificate of the Condominium Association through one of its executive officers to determine whether or not damaged property is to be reconstructed or repaired.

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

M. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Condominium Association, or if at any time during the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs.

N. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

O. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements and shall be payable to the

Insurance Trustee for disbursement.

P. The deductible amount for any insurance policy obtained by the Condominium Association shall not exceed ten (10%) percent of the face amount of the policy, unless determined otherwise by a majority vote of the Board of Directors of the Condominium Association.

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

38. CONDOMINIUM MEMBERSHIP. There is herewith established the Condominium Association which is or shall be incorporated as a Corporation Not For Profit pursuant to the laws of the State of Florida. The name of this Condominium Association and Corporation Not For Profit shall be WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit. The members shall be comprised of all owners of Units. Membership in the Condominium Association shall be established by the recordation in the Public Records of Lee County, Florida, of a deed in fee simple title or other estate of ownership to the respective Unit. Upon such recordation, the membership of prior Unit Owners shall be terminated. When the operation, administration, management, and control of the Units and Common Elements shall be vested in the Condominium Association as provided by the Act, and such authority and powers as granted under the laws of the State of Florida, the Condominium Association shall be governed by the ByLaws, attached as Exhibit "BL", or as amended. The Registered Agent of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, shall be John Armenia, a resident of the State of Florida. The Registered Office of the Condominium Association corporation shall be 15631 Captiva Road, Captiva Island, Florida, 33924; its mailing address shall be Post Office Box 716, Sanibel Island, Florida 33957. The Registered Agent and Registered Office designated above shall serve as the registered agent and office of the

Condominium Association corporation until such time as a successor to the Registered Agent shall be designated by the Condominium Association corporation, together with the designation of another Registered Office.

39. ASSOCIATION FUNCTIONS. The operation of the condominium shall be by the Condominium Association which shall be called WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit. This Condominium Association shall operate through its Board of Directors. The Board of Directors shall elect officers for the Condominium Association. All officers and directors of the Condominium Association shall have a fiduciary relationship to the Unit Owners.

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

B. No Unit Owner, except as an officer of the Condominium Association, shall have any authority to act for the Condominium Association.

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

D. The Condominium Association has the irrevocable right of access to each Unit, during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Condominium Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to a Unit or Units.

E. The Condominium Association shall have the power to make and collect assessments, and to operate, maintain, repair, and replace any of the Common Elements operated and controlled by the Condominium Association; the Condominium Association shall have a lien against any Unit for any unpaid assessments pursuant to F. S. 718.116(5)(a) and may foreclose this lien according to law.

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

G. Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws of the Condominium Association, the Board of Directors of the Condominium Association shall mail or furnish by personal delivery to each Unit Owner and to the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation, a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security
- (2) Professional and management fees and expenses
- (3) Taxes

- (4) Cost for recreation facilities
- (5) Expenses for refuse collection and utility services
- (6) Expenses for lawn care
- (7) Costs for building maintenance and repair
- (8) Insurance costs
- (9) Administrative and salary expenses
- (10) General reserves, maintenance reserves, and depreciation reserves.

Pursuant to Florida Statute 718.111(14), a majority of the voting interests of the Condominium Association present at a duly called meeting of the Condominium Association may determine to waive this requirement for any fiscal year. If turnover of control by the Developer has not occurred, the Developer may vote to waive this audit requirement for the first two years of the operation of the Condominium Association, after which time, waiver of this audit requirement shall be made only by a majority of the voting interests other than the Developer. In that Wedgewood of Sanibel, A Residential Condominium, consists of less than fifty (50) units, a majority of all voting interests may vote to permanently waive this audit requirement but only after control of the voting interests shall be vested in the Unit Owners and not the Developer.

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

I. The statute of limitations for any actions in law or in equity which the Condominium Association may have, shall not begin to run until the Unit Owners have elected a majority of the Members of the Board of Directors.

J. The Condominium Association shall have the power to purchase Units in the condominium and to acquire and hold, lease, mortgage, and convey the same.

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

L. The Condominium Association has the power to purchase any land or recreation lease but only upon the approval of a majority of the Unit Owners.

M. If the Condominium Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the ByLaws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a Receiver to manage the affairs of the Condominium Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Condominium Association, and post in a conspicuous place on the condominium property, a notice describing the intended action giving the Condominium Association the opportunity to fill the vacancies. If during which time the Condominium Association fails to fill the vacancies, any Unit Owner may proceed with the petition. If a Receiver is appointed, the Condominium Association shall be responsible for the salary of the Receiver, court costs, and reasonable attorney's fees. The Receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Condominium Association fills vacancies on the Board sufficient to constitute a quorum.

N. The Condominium Association shall have the right to adopt Rules to prohibit dual usage by a Unit Owner and a tenant of that Unit Owner of Condominium Association property and Common Elements otherwise readily available for use generally only

by Unit Owners. When a Unit is leased, a tenant shall have all use rights in the Condominium Association property and in those Common Elements otherwise readily available for use generally only by Unit Owners; the Unit Owner, as Landlord, shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a Landlord, pursuant to Florida Statute, Chapter 83. The purpose of this provision is to allow the Condominium Association to adopt Rules to prohibit dual usage of Condominium Association property by both a Unit Owner and a tenant occupying that Unit Owner's unit at the same time.

40. REQUIRED INITIAL CONTRIBUTION TO THE CONDOMINIUM ASSOCIATION. At closing, each Unit Owner will contribute the sum of One Thousand and No/100 (\$1,000.00) Dollars to the Condominium Association.

41. GUARANTEE OF ASSESSMENT. The Developer, pursuant to Florida Statute 718.116(9)(a)2, shall guarantee that the assessment for the common expenses of the Unit shall not be increased over the monthly sum of \$489.78 per Unit which is payable quarterly, in the amount of \$1,469.34. The Developer's guarantee shall commence upon recording the Condominium Declaration or July 1, 1994, whichever shall first occur, and shall extend until March 31, 1995. The Developer further guarantees that it will pay any and all amounts of common expenses from those funds generated by the monthly assessment of \$489.78 incurred up to March 31, 1995, and will pay from its own funds all of the common expenses incurred which were not produced by the guaranteed level of assessment collected from Unit Owners. Assessments shall be collected and payable quarterly in advance in the amount of \$1,469.34 on January 1, April 1, July 1, and October 1 of each year. The Developer has the option to extend this guarantee for one or more additional 90 day periods; this first extension period shall run from April 1, 1995, through June 30, 1995, if extended, and the next extension period shall run from July 1, 1995, through September 30, 1995, if further extended, all pursuant to Section 718.116(9)(a)2., Florida Statutes.

42. USE RESTRICTIONS, LIMITATIONS, HURRICANE SHUTTERS, AND OWNERSHIP OF UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations. A Unit shall be used only for single family residence and the Common Elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such single family residence.

A. Each of the Units that are a part of the condominium shall be occupied only by one family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit or Units, nor any portion sold or otherwise transferred.

B. For purposes of uniformity of appearance throughout the condominium, any draperies, curtains, or window coverings which are visible from the exterior of any Unit shall have an opaque white lining or backing.

C. No owner, family member, servant, guest, tenant, or lessee shall be permitted to place any signs of any kind in any Unit, either in the windows or lanai, which would be visible from the exterior, or in the entrance doors or Common Elements for any reason without the prior written consent of the Condominium Association. Any Unit Owner may, however, display one portable, removable, United States flag in a respectful way, regardless of any condominium document rules or requirements dealing with flags or decorations.

D. A Unit Owner shall not do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Association property or any condominium property which is to be maintained by the Condominium Association.

E. Pursuant to Florida Statute 718.113(5), the Board of Directors shall specify and adopt hurricane shutter specifications for each building within the condominium which

shall include color, style, and all other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with all applicable Building Codes. Notwithstanding any provision to the contrary in these Condominium Documents, if approval is required, this Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such hurricane shutters in accordance with the procedures set forth herein shall not be deemed to be a material alteration of the Common Elements of the condominium within the meaning of these Condominium Documents, and shall be the responsibility of the Unit Owner electing to install the hurricane shutters.

F. The Developer has the right to use any Unit owned or leased by the Developer, at WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, for a sales model or selling office with all appropriate signage in the Unit and on the Common Elements so long as there remains unsold any single Unit owned by the Developer.

G. Unit Usage. The Units shall not be used for any immoral, improper, or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner.

H. Time Share Estates. Time share estates will not be created with respect to any Units in any buildings.

I. Leasing.

(1) Entire Units may be rented, provided the occupancy is limited to only one single family, servants and guests, if any. No rooms may be rented except as a part of an entire Unit.

(2) No Unit or part thereof may be rented for a term of less than four (4) consecutive weeks. This limitation may be enforced by the City of Sanibel and shall not be amended, revoked, or otherwise terminated without the express written consent of the City of Sanibel, any other provision of this Declaration notwithstanding.

J. Personal Property of Unit Owners. All walkways, stairways, railings, boardwalks, and other Common Elements shall be kept clear of the personal property of the Unit Owner, his family, servants, guests, tenants, or lessees. All lanais shall be kept clear of obtrusive items that disturb the harmony and detract from the general appearance of the exterior of the condominium building.

K. Right to Own and Sell. Notwithstanding anything herein to the contrary, the Declarant and its employees, agents, and contractors shall have the right to transact on the condominium property any business necessary to consummate the sale, lease, or rental of Units, including but not limited to, the right to maintain models, have signs, maintain offices and employees on the property, use the Common Elements, and show Units. Signs, fixtures, furnishings, or other items pertaining to such sales and rentals shall not be considered Common Elements and shall remain the property of the Declarant and its employees, agents, and contractors. The Developer has the right to use any Unit owned or leased by the Developer at WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, for a sales model or selling office so long as there remains unsold any Unit owned by the Developer or Record Owner named in the Condominium Declaration.

L. Each Unit Owner and each tenant and other invitee and the Condominium Association shall be subject to all of the obligations and provisions of Florida Statute 718.303. Actions for damages or for injunctive relief, or both, for failure to comply with the provisions of the Florida Condominium Act, the Condominium Declaration, and the Condominium Association By-laws, and the Rules and Regulations promulgated by the Condominium Association may be brought by the Condominium Association or any Unit Owner against the Condominium Association, a Unit Owner, Directors designated by the Developer, any Director who willfully and knowingly fails to comply with any of these provisions, and any tenant leasing a Unit, and any other invitee occupying a Unit.

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

A. Sale Notice. All Unit Owners, other than the Developer, grant to the Condominium Association of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, a Perpetual Right of First Refusal on the sale of their Unit prior to any resale or transfer to any other person (except for transfers to family members or family trusts of the Unit Owners).

A selling Unit Owner shall be required to notify the Condominium Association of his desire to sell and shall offer the Unit for sale to the Condominium Association prior to any sale.

The selling Unit Owner may satisfy this notice requirement by notifying the Condominium Association by certified or registered mail as soon as possible and by posting a Notice on the condominium bulletin board. The selling Unit Owner must notify the Condominium Association and post this Notice of Sale at least fourteen (14) days prior to consummating any binding sale or transfer of the Unit.

The Condominium Association shall have fourteen (14) days from the date of the Notice and the posting of the Notice of Sale to exercise its Right of First Refusal. The Condominium Association, exercising its right of first refusal, shall close for cash within thirty (30) days of the Notice. If the Condominium Association does not elect to purchase the Unit, the Unit may be sold under any terms and conditions without further notice to the Condominium Association for a period of six months from the date of the first Notice. If no closing occurs within one year of the Notice of Sale, the selling Owner must re-notify the Condominium Association and offer again a Right of First Refusal to the Condominium Association.

The selling Unit Owner shall be required only to submit an Affidavit for recording, prior to closing, setting out that the Unit Owner gave the required Notice to the Condominium Association pursuant to these documents. This Affidavit shall state, with clarity, the type and character of the Notice of Sale given. The Condominium Association shall also provide the selling Unit Owner with a recordable Certificate of Waiver of Right of First Refusal if the Condominium Association waives or fails to promptly exercise its Right of First Refusal.

B. Mortgage. A Unit Owner may mortgage his Unit to any bank, life insurance company, savings and loan association, mortgage banker, mortgage broker, a trust or pension fund, or any other recognized lending institution or individual.

C. Exceptions. The foregoing provisions of this section entitled "43. MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association, or individual who acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer to a bank, life insurance company, or federal savings and loan association, or individual who so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

D. Unauthorized Transactions and Estoppel Through Collection of Assessments. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Condominium Association. Acceptance of assessments by the Condominium Association for more than six (6) months shall be deemed to fully estop the Condominium Association and any Unit Owners from opposing the transfer.

44. NOTICE OF LIEN OR SUIT.

A. Notice of Lien. A Unit Owner shall give notice to the Condominium 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.

B. Notice of Suit. A Unit Owner shall give notice to the Condominium Association of every suit or other proceeding which may affect the title to his Unit, such notices to be given within five (5) days after the Unit Owner receives knowledge thereof.

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

45. MORTGAGEE PROVISIONS.

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

B. Any Unit Owner who mortgages his Unit shall notify the Condominium Association, providing the name and address of his mortgagee, together with a copy of the recorded mortgage.

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

D. The Condominium Association shall notify the mortgagee or lien holder of any unpaid assessments due from the Unit Owner on any Unit.

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

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

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

H. **First Mortgagee Liability and Limitations.** A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six months, but in no event does the first mortgagee's liability exceed one (1%) percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or one (1%) percent of the original mortgage debt, whichever amount is less. A first mortgagee acquiring title to a condominium parcel as the result of a foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. The mortgagee may occupy, lease, sell, or otherwise dispose of such Unit without the approval of the Condominium Association.

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

A. The Developer, so long as it owns one Unit, reserves the right at any time to amend the Declaration as may be required by any permanent lender or construction lender or by the City of Sanibel, provided that such amendment shall not change the proportion of common expenses borne by the Unit Owners.

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

47. METHOD OF AMENDMENT OF DECLARATION.

A. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration, except for the designation of Limited Common Elements as described in Item 31.D, may be amended at the annual Condominium Association meeting or at a special meeting called for such purpose after giving notice to each Unit Owner, mailed by United States Mail, at least fourteen (14) days prior to the date of such meeting. At such meeting, amendments may be made to the Declaration upon approval of seventy five (75%) percent of the members of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit. Any such amendments so passed shall be evidenced by a Certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording date identifying the original Declaration. All mortgagees of record or record owners of a lien on condominium real property shall consent to or join in only those amendments to this Condominium Declaration that affect the security interest of the mortgagee, pursuant to Florida Statute 718.110(11).

B. The Condominium Association shall also have the powers to amend the Condominium Declaration pursuant to the provisions of Florida Statutes 718.110(5) and

718.110(10) concerning the correct designation of shares of common expenses and Common Elements.

C. The Condominium Association shall also have the powers to amend the Condominium Declaration pursuant to the provisions of Florida Statute 718.110(6) concerning the enlargement of Common Elements.

48. TERMINATION. All or any part of the condominium property may be removed from the provisions of the Florida Condominium Act by consent of all of the Unit Owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels. After recording the instrument evidencing the consent of all Unit Owners to the termination of this condominium, the Condominium Association shall notify the Division of Florida Land Sales, Condominiums, and Mobile Homes, Bureau of Condominiums, within thirty (30) days of this termination and shall notify the Division the date the termination document was recorded including the Official Records Book and Page Number in the Public Records of the county where the termination document was recorded.

49. UNPAID ASSESSMENTS. Any Unit Owner or the holder of a mortgage or other lien of record shall have the right to require from the Condominium Association a Certificate showing the amount of unpaid assessments against him with respect to his Unit. Any person other than the Owner who relies upon such Certificate shall be protected thereby.

50. PROVISIONS PERTAINING TO DEVELOPER. So long as the Developer holds one Unit for sale in the ordinary course of business:

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

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Condominium Association that would limit Developer's use of unsold Units or Common Elements to facilitate either completion or sale or both.

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

B. The Developer, pursuant to Florida Statute 718.116(9)(a)2., will delay paying assessments for common expenses upon unsold Units during such period of time as it may guarantee that the assessment for common expenses of the condominium imposed upon other Unit Owners shall not increase above \$1,469.34 per quarter as stated in the projected Operating Budget, Exhibit "EOB". The Developer is obligated to pay all expenses incurred during that period which exceed assessments at the guaranteed level receivable from other Unit Owners. The period of this guarantee shall begin upon the recording of the Condominium Declaration or on July 1, 1994, whichever shall first occur, and shall extend until March 31, 1995. The Developer further has the option to extend its guarantee for one or more additional 90 day periods; this first extension period shall run from April 1, 1995, through June 30, 1995, if extended, and the next extension period shall run from July 1, 1995, through September 30, 1995, if further extended, pursuant to Section 718.116(9)(a)2. Florida Statutes.

51. MISCELLANEOUS PROVISIONS.

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

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

C. These condominium documents shall be binding upon the heirs, nominees, successors, Administrators, Personal Representatives, record mortgagees, and assigns of all Unit Owners.

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

E. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer.

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

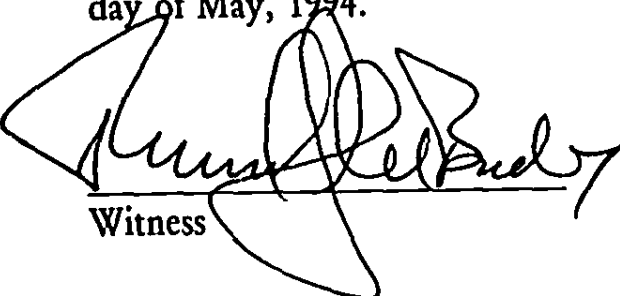
G. Adjacent Units owned in common ownership may be connected by passageways through the common walls, floors, and ceilings. Notwithstanding the existence of a passageway, Units shall be deemed legally separated, unless an amendment to this Declaration expresses another intent. The space formerly occupied by the intervening wall, floor, or ceiling shall remain a Common Element, however, the Owner of the affected Units shall be responsible for maintenance of the passageway area. The original number of units is eighteen (18) and that number will remain unchanged by passageways added.

H. The Owner of adjacent Units may make one or more passageways through common walls, floors, and ceilings or seal off an existing passageway. The Owner shall not undertake any change which would adversely affect the structural integrity of the building and the Common Elements, nor that could not be changed again so that the Units could be either physically separated or connected. At all times, the Unit Owner of adjacent Units shall have the power to connect and join or divide and separate the adjacent Units, but at all times there shall be no more than eighteen (18) Units. All changes shall be at the Owner's expense and the Owner requesting the change shall indemnify the Condominium Association and the other Owners against any liability for damage resulting from the change.

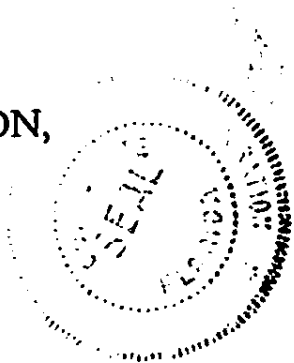
52. 1993 REVISIONS TO THE CONDOMINIUM DOCUMENTS OF WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM. These

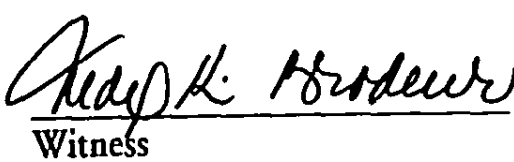
Condominium Documents for Wedgewood of Sanibel, A Residential Condominium, were accepted as proper for filing purposes on May 10, 1991, pursuant to Rule 7D-17.005, F.A.C. by the State of Florida, Department of Business Regulation, Division of Land Sales, Condominiums, and Mobile Homes, Bureau of Condominiums; these Condominium Documents were revised on May 5, 1993, to reflect all of the Amendments to the Florida Condominium Act passed by the Florida Legislature in 1991 and 1992 since the original filing of the Condominium Documents. These 1993 Revisions were made to clarify and incorporate by inclusion and direct reference those portions of the Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium. These 1993 Revisions to the Condominium Documents of Wedgewood of Sanibel, A Residential Condominium, update, clarify, acknowledge, and accept all of those Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium.

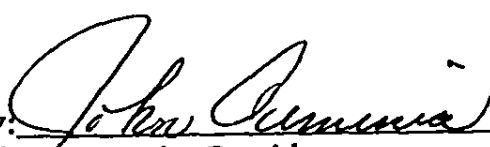
IN WITNESS WHEREOF, WEDGEWOOD OF SANIBEL DEVELOPMENT CORPORATION, A Florida Corporation, Developer, has caused this Condominium Declaration to be signed in its name by its President, its corporate seal to be affixed, this 23rd day of May, 1994.


Witness

WEDGEWOOD OF SANIBEL
DEVELOPMENT CORPORATION,
A Florida Corporation,
Developer




Witness

By:  (SEAL)
John Armenia, President

STATE OF FLORIDA

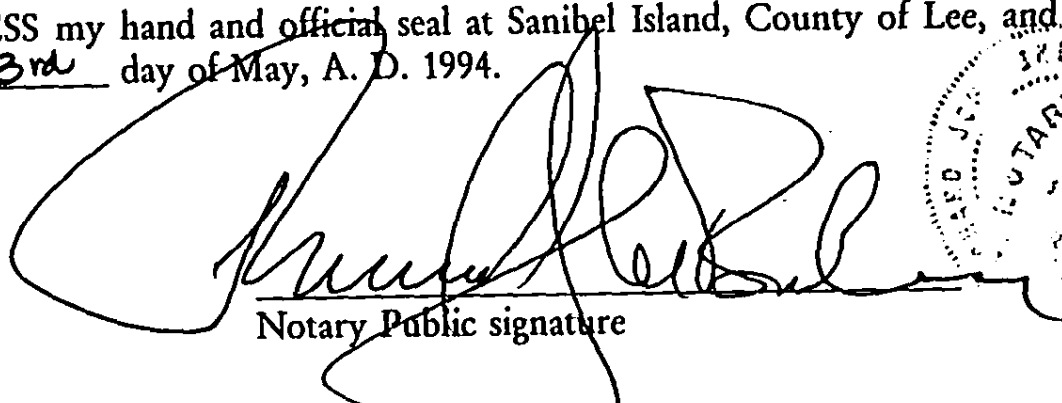
COUNTY OF LEE

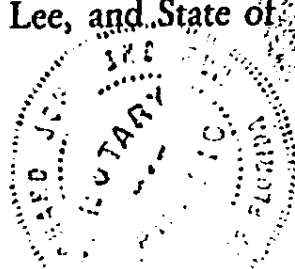
I HEREBY CERTIFY that on this day John Armenia, as President of Wedgewood of Sanibel Development Corporation, personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. John Armenia, as President of Wedgewood of Sanibel Development Corporation,

known personally to me, or
 having produced as identification a passport, driver's license, or other photo identification, pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that he is the individual described in and who executed the foregoing Condominium Declaration and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Sanibel Island, County of Lee, and State of Florida, this 23rd day of May, A. D. 1994.

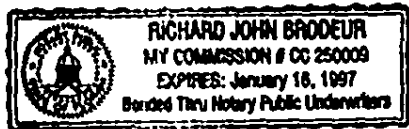

Notary Public signature



Richard John Brodeur

Printed Name of Notary

My Commission Number is:



My Commission expires:

This Instrument Prepared By:
Richard John Brodeur, Esquire
The Real Estate Law Firm of
Richard John Brodeur, P. A.
Post Office Box 214
Sanibel Island, Florida 33957

COMPOSITE EXHIBIT "B"

SURVEYOR'S PLAT
PLOT PLAN

Composite Exhibit "B" is a composite exhibit consisting of the Legal Description of Wedgewood of Sanibel, A Residential Condominium, at Page B-2, and the Surveyor's Plat Exhibit "B" reflecting the plot plan and typical floor plans of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, and the residential condominium units.

The Surveyor's Plat Exhibit "B" has been filed in the Condominium Plat Book in the office of the Clerk of the Circuit Court and appears in Condominium Plat Book 6 at Pages 56 through 60, inclusive, in the Public Records of Lee County, Florida. For detail and dimensions as reflected on the Surveyor's Plat Exhibit "B", refer to the Condominium Plat Book.

The complete Legal Description of the property submitted to condominium ownership is attached and incorporated herein at Page B-2.

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

September 27, 1991

2158 JOHNSON STREET
 TELEPHONE (813) 334-0048
 TELECOPIER (813) 334-3861
 POST OFFICE BOX 1550
 FORT MYERS, FLORIDA
 33902-1550

DESCRIPTION

SECTION 34, T. 46 S., R. 22 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

CARLE JOHNSON
 1911-1968

A tract or parcel of land located in Section 34, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the southwest quarter (SW-1/4) of the southeast quarter (SE-1/4) of Section 27, Township 46 South, Range 22 East run S 88° 29' 52" W along the south line of said Section 27 and the north line of said Section 34 for 369.76 feet to a 4" x 4" concrete post marking the Point of Beginning.

From said Point of Beginning continue along said section line S 88° 29' 52" W for 200.00 feet; thence run S 01° 06' 18" E and parallel with a southerly prolongation of the north and south quarter section line of said Section 27 passing a concrete post at 80.69 feet and a 3/4" pipe with cap LB-642 at 634.30 feet for 905 feet, more or less, to the Mean High Water Line of the Gulf of Mexico; thence run southeasterly along the Mean High Water Line of the Gulf of Mexico to an intersection with a line through the Point of Beginning parallel with the above-mentioned prolongation of the north and south quarter section line of said Section 27; thence run N 01° 06' 18" W along said parallel line passing a concrete monument at 270.8 feet for 977.4 feet, more or less to the Point of Beginning.

LESS and EXCEPT the right-of-way of West Gulf Drive (80 feet wide) over and across the north edge of the herein described tract or parcel.

Containing 3.92 acres, more or less.

Bearings hereinabove mentioned are based on ties to Department of Natural Resources Coastal Construction Control Monuments A-05 and A-06-2.

CHAIRMAN
 ARCHIE T. GRANT, JR.

PRESIDENT
 FORREST H. BANKS

JOSEPH W. EBNER
 STEVEN K. MORRISON
 ANDREW D. TILTON
 JEFFREY C. COONER

DAN W. DICKEY
 KENTON R. KEILING
 GEORGE J. KALAL
 MICHAEL L. HARMON
 THOMAS L. FENDLEY
 W. DAVID KEY, JR.
 W. BRITT POMEROY
 CARL A. BARRACO
 GARY R. BULL
 KEVIN M. WINTER
 STEPHEN W. ADAMS
 PATRICIA H. NEWTON

CONSULTANT
 LESTER L. BULSON

WBP/pd
 18788



 W. BRITT POMEROY, JR.
 Professional Land Surveyor
 Florida Certificate No. 4448

EXHIBIT "B"

JOINDER OF MORTGAGEE

BARNETT BANK OF LEE COUNTY, N. A., A National Banking Association, hereinafter referred to as Mortgagee, the owner and holder of that certain First Mortgage on those lands submitted to condominium ownership and more particularly described in this Condominium Declaration and in that Mortgage Deed to Mortgagee from Wedgewood of Sanibel Development Corporation, A Florida Corporation, dated July 27, 1993, and recorded July 28, 1993, in O. R. Book 2410 at Pages 0507 through 0541 in the Public Records of Lee County, Florida, joins in the making of the foregoing Condominium Declaration, and the Mortgagee agrees that the lien of its Mortgage shall be upon the following described property on Sanibel Island, Lee County, Florida:

All of the Residential Condominium Units of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM,
 according to the Condominium Declaration of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM.

TOGETHER WITH all of the appurtenances to the Residential Condominium Units, including but not limited to all of the undivided shares in the common elements.

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

DATED this 17 day of May, 1994.

Barnett Bank of Lee County, N. A.,
A National Banking Association

Connie B. Smith By Mary M. Reingardt (SEAL)
 Witness Mary M. Reingardt
 Printed Name of Witness:

CONNIE B. SMITH

Mary M. Reingardt
 Witness
 Printed Name of Witness:

Mary M. Reingardt

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day 17 day of May, 1994, ~~as~~
~~of Barnett Bank of Lee County, N. A., A~~
~~National Banking Association~~, personally appeared before me, the
undersigned Notary Public, an officer duly authorized to administer oaths and
take acknowledgments. ALAN G. JONES, as VICE PRESIDENT
of Barnett Bank of Lee County, N. A., A National Banking Association,

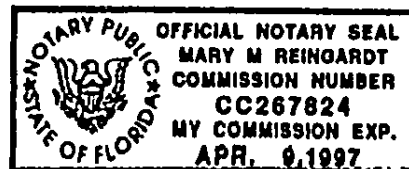
✓ known personally to me, or
having produced as identification a passport,
driver's license, or other photo identification,
pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that he is the individual described in and
who executed the foregoing JOINDER OF MORTGAGEE as said officer of
and on behalf of said Banking Association, freely and voluntarily for the
purposes therein expressed, and the said JOINDER OF MORTGAGEE is the
act and deed of said Banking Association.

WITNESS my hand and official seal at Fort Myers, County of Lee,
and State of Florida, this 17 day of May, A. D. 1994.

Mary M. Reingardt
Notary Public

Printed Name of Notary: MARY M. REINGART
My Commission Number is:
My Commission expires:



This Instrument Prepared By:
Richard John Brodeur, Esquire
The Real Estate Law Firm of
Richard John Brodeur, P. A.
Post Office Box 214
Sanibel Island, FL 33957

JOINDER OF MORTGAGEE

JOHN ARMENIA, hereinafter referred to as Mortgagee, the owner and holder of two Mortgages on those lands submitted to condominium ownership as more particularly described in this Condominium Declaration and in that Second Mortgage to Mortgagee from Wedgewood of Sanibel Development Corporation, A Florida Corporation, dated July 27, 1993, and recorded July 28, 1993, in O. R. Book 2410 at Pages 0559 through 0576, and as described in that Third Mortgage to Mortgagee from Wedgewood of Sanibel Development Corporation, A Florida Corporation, recorded in O. R. Book 2410 at Pages 0601 through 0612A, both in the Public Records of Lee County, Florida, joins in the making of the foregoing Condominium Declaration, and the Mortgagee agrees that the lien of both of his Mortgages shall be upon the following described property on Sanibel Island, Lee County, Florida:

All of the Residential Condominium Units of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM,
according to the Condominium Declaration of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM.

TOGETHER WITH all of the appurtenances to
the Residential Condominium Units, including
but not limited to all of the undivided shares in
the common elements.

PROVIDED, HOWEVER, that this Joinder of Mortgagee is not to be construed as a waiver of any of the terms and conditions of said Notes and Mortgages.

DATED this 18th day of May, 1994.

Judy K. Brodeur John Armenia (SEAL)
Witness John Armenia

Printed Name of Witness:

Judy K. Brodeur

Witness

Printed Name of Witness:

Richard John Brodeur

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day John Armenia personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. John Armenia,

 ✓ known personally to me, or
 having produced as identification a passport, driver's license, or other photo identification, pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that he is the individual described in and who executed the foregoing JOINDER OF MORTGAGEE freely and voluntarily for the purposes therein expressed.

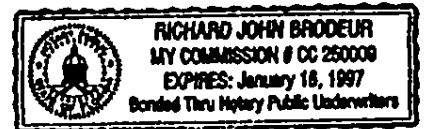
WITNESS my hand and official seal at Sanibel Island, County of Lee, and State of Florida, this 18th day of May, A. D. 1994.

[Handwritten Signature]

Notary Public



Printed Name of Notary:
My Commission Number is:
My Commission expires:



This Instrument Prepared By:
Richard John Brodeur, Esquire
The Real Estate Law Firm of
Richard John Brodeur, P. A.
Post Office Box 214
Sanibel Island, FL 33957

CONSENT

ANN W. McGOVERN, hereinafter referred to as Collateral Assignee of a 1/3 collateral security interest in the Second Mortgage on those lands submitted to condominium ownership and more particularly described in this Condominium Declaration and in that Collateral Assignment of Second Mortgage from John Armenia to Collateral Assignee dated July 27, 1993, and recorded July 28, 1993, in O. R. Book 2410 at Pages 0577 through 0589 in the Public Records of Lee County, Florida, consents to the making of the foregoing Condominium Declaration, and the Collateral Assignee agrees that her subordinate collateral security interest in the Second Mortgage shall be upon the following described property on Sanibel Island, Lee County, Florida:

All of the condominium units of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, according to the Condominium Declaration of WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM.

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

PROVIDED, HOWEVER, that this Consent is not to be construed as a waiver of priority of her collateral security interest in the Second Mortgage nor waiver of any of the terms and conditions of said Note and Second Mortgage.

DATED this 17 day of May, 1994.

Lorraine Greco
Witness
Printed Name of Witness:

Ann W. McGovern (SEAL)
Ann W. McGovern

LORRAINE GRECO

Sherry Fidalgo
Witness
Printed Name of Witness:

Sherry Fidalgo

STATE OF MASSACHUSETTS

COUNTY OF WINCHESTER

I HEREBY CERTIFY that on this day Ann W. McGovern personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. Ann W. McGovern,

✓ known personally to me, or
 having produced as identification a passport,
 driver's license, or other photo identification,
pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that she is the individual described in and who executed the foregoing CONSENT freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at WINCHESTER,
County of MIDDLESEX, and State of Massachusetts, this 17th
day of May, A. D. 1994.

Mark J. Simmons
Notary Public

Printed Name of Notary: MAUK J. SIMMONS
My Commission Number is: 27331
My Commission expires:

MY COMMISSION EXPIRES
MAY 2, 1997



This Instrument Prepared By:
Richard John Brodeur, Esquire
The Real Estate Law Firm of
Richard John Brodeur, P. A.
Post Office Box 214
Sanibel Island, FL 33957

5

CONSENT

DONALD C. WILDMAN, hereinafter referred to as Collateral Assignee of a collateral security interest in the Third Mortgage on those lands submitted to condominium ownership and more particularly described in this Condominium Declaration and in that Collateral Assignment of Third Mortgage from John Armenia to Collateral Assignee dated July 27, 1993, and recorded July 28, 1993, in O. R. Book 2410 at Pages 0613 through 0621 in the Public Records of Lee County, Florida, consents to the making of the foregoing Condominium Declaration, and the Collateral Assignee agrees that his subordinate collateral security interest in the Third Mortgage shall be upon the following described property on Sanibel Island, Lee County, Florida:

All of the condominium units of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM,
 according to the Condominium Declaration of
WEDGEWOOD OF SANIBEL,
A RESIDENTIAL CONDOMINIUM.

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

PROVIDED, HOWEVER, that this Consent is not to be construed as a waiver of priority of his collateral security interest in the Third Mortgage nor waiver of any of the terms and conditions of said Note and Third Mortgage.

DATED this 16 day of May, 1994.

Bonnie J. Ehlers Donald C. Wildman (SEAL)
 Witness Donald C. Wildman
 Printed Name of Witness:

BONNIE J. EHLERS

Patrick Connolly
 Witness
 Printed Name of Witness:

PATRICK CONNOLLY

STATE OF MINNESOTA

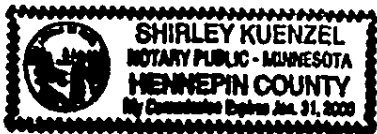
COUNTY OF HENNEPIN

I HEREBY CERTIFY that on this day Donald C. Wildman personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. Donald C. Wildman,

 X known personally to me, or
 having produced as identification a passport,
 driver's license, or other photo identification,
 pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that he is the individual described in and who executed the foregoing CONSENT freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Scoville Press,
 County of Hennepin, and State of Minnesota, this 16
 day of May, A. D. 1994.



Shirley Kuenzel
 Notary Public

Printed Name of Notary: Shirley Kuenzel
 My Commission Number is: 6102447
 My Commission expires: Jan 31, 2000

This Instrument Prepared By:
 Richard John Brodeur, Esquire
 The Real Estate Law Firm of
 Richard John Brodeur, P. A.
 Post Office Box 214
 Sanibel Island, FL 33957

ARTICLES OF INCORPORATION

OF

WEDGEWOOD OF SANIBEL
CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation (hereinafter called the Association) is WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit.

ARTICLE II.

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and operation of the condominium, and common elements within a certain tract of real property described in that certain Condominium Declaration of Wedgewood of Sanibel, A Residential Condominium, and to promote the health, safety, and welfare of the residents within the above-described condominium and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have the power to:

A. Perform all of the duties and obligations of the Association as set forth in a certain Condominium Declaration (the Declaration) applicable to the development and to be recorded in the Public Records of Lee County, Florida;

B. Affix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association;

C. Borrow money for the direct benefit of the Condominium Association (except that no funds shall be borrowed for operating expenses) and, subject to the consent by vote or written instrument of two-thirds (2/3) of the members, mortgage, pledge, or hypothecate any or all of its real or personal property, if any, as security for money borrowed or debts incurred;

D. Dedicate, sell, or transfer all or any part of the common elements to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication, conveyance, or transfer shall be effective unless an instrument has been signed by all of the members, agreeing to such dedication, conveyance, sale, or transfer;

E. Annex additional residential property or common elements, provided that any annexation shall have the assent by vote or written instrument of all of the members;

F. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by periodic and special assessments against members as provided in the Condominium Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III.

Every person or entity who is a record owner of a fee simple interest in any condominium unit, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Nothing contained herein shall preclude the Association from holding annual meetings pursuant to Section 718.112(2)(d) Florida Statutes. Membership shall be appurtenant to and may not be separated from ownership of a condominium unit which is subject to assessment by the Association.

ARTICLE IV.

The period of duration of the Association shall be perpetual.

ARTICLE V.

The name and mailing address of each subscriber is:

John Armenia
Post Office Box 716
Sanibel Island, Florida 33957

Lucy Armenia
Post Office Box 716
Sanibel Island, Florida 33957

Richard John Brodeur
Post Office Box 214
Sanibel Island, Florida 33957

ARTICLE VI.

The affairs of the Association shall be managed by a Board of three (3) Directors, including a President, Secretary, and Treasurer, who shall at all times be members of the Board of Directors. Such officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
John Armenia	President
Lucy Armenia	Treasurer
Richard John Brodeur	Secretary

ARTICLE VII.

The number of persons constituting the first Board of Directors of the Association shall be three (3) and thereafter, the membership shall consist of not more than three (3), and the names and addresses of the persons who shall serve as Directors until the first election are:

<u>Name</u>	<u>Address</u>
John Armenia	Post Office Box 716 Sanibel Island, Florida 33957
Lucy Armenia	Post Office Box 716 Sanibel Island, Florida 33957
Richard John Brodeur	Post Office Box 214 Sanibel Island, Florida 33957

: ARTICLE VIII.

The By-Laws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of the members existing at the time of and present in person or by proxy at such meeting, except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors named above.

ARTICLE IX.

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of the members existing at the time of such meeting.

ARTICLE X.

On dissolution, the assets of the Association shall be distributed to the owners, in common, in the same undivided shares as each owner previously owned in the common elements. Each unit shall be assigned an undivided one-eighteenth (1/18th) share of all former condominium property.

ARTICLE XI.

REGISTERED AGENT AND REGISTERED ADDRESS: The initial registered agent for the corporation shall be John Armenia, and the initial registered office of the corporation shall be 15631 Captiva Road, Captiva Island, Florida 33924.

ARTICLE XII.

EFFECTIVE DATE: The effective date of this corporation shall be upon filing of these Articles with the Office of the Secretary of State of the State of Florida.

ARTICLE XIII.

Each Director and Officer of this Association shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit, or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Association, such expense to include the cost of reasonable settlements (other than amounts paid to the Association itself).

IN WITNESS WHEREOF, the undersigned subscribers have
executed these Articles of Incorporation on this 16th day of May, 1994.

[Signature]
Witness

[Signature] (SEAL)
John Armenia,
President

[Signature]
Witness

[Signature]
Witness

[Signature] (SEAL)
Lucy Armenia,
Treasurer

[Signature]
Witness

[Signature]
Witness

[Signature] (SEAL)
Richard John Brodeur,
Secretary

[Signature]
Witness

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day JOHN ARMENIA, as President, LUCY ARMENIA, as Treasurer, and RICHARD JOHN BRODEUR, as Secretary of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit, personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. JOHN ARMENIA, as President, LUCY ARMENIA, as Treasurer, and RICHARD JOHN BRODEUR, as Secretary, of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit,

known personally to me, or
 having produced as identification a passport, driver's license, or other photo identification, pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that they are the individuals described in and who executed the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

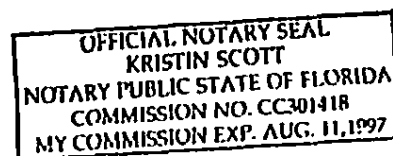
WITNESS my hand and official seal at Sanibel Island, County of Lee, and State of Florida, this 16th day of May, A. D. 1994.

Kristin Scott
 Notary Public signature

KRISTIN SCOTT
 Printed Name of Notary

My Commission Number is:

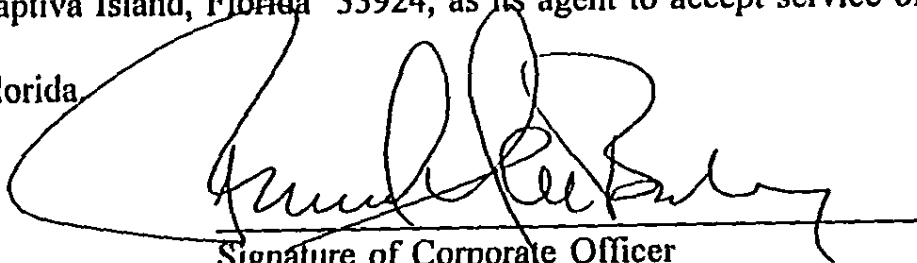
My Commission expires:



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

IN COMPLIANCE WITH SECTION 48.091, Florida Statutes, the following is submitted:

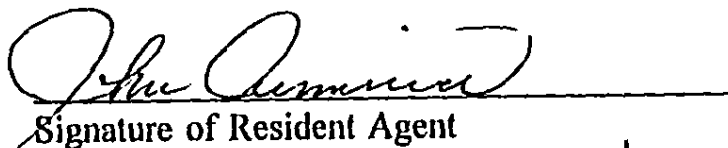
That WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 15631 Captiva Road, Captiva Island, Florida 33924, State of Florida, has named John Armenia, whose address is 15631 Captiva Road, Captiva Island, Florida 33924, as its agent to accept service of process within Florida.



Signature of Corporate Officer
Richard John Brodeur
Title: Secretary

Date MAY 16, 1994

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



Signature of Resident Agent
John Armenia

Date MAY 16, 1994

EXHIBIT "BL"
BYLAWS
OF
WEDGEWOOD OF SANIBEL
CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)
(Revised 1993)

These Condominium Documents for Wedgewood of Sanibel, A Residential Condominium, were accepted as proper for filing purposes on May 10, 1991, pursuant to Rule 7D-17.005, F.A.C. by the State of Florida, Department of Business Regulation, Division of Land Sales, Condominiums, and Mobile Homes, Bureau of Condominiums; these Condominium Documents were revised on May 6, 1993, to reflect all of the Amendments to the Florida Condominium Act passed by the Florida Legislature in 1991 and 1992 since the original filing of the Condominium Documents. These 1993 Revisions were made to clarify and incorporate by inclusion and direct reference those portions of the Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium. These 1993 Revisions to the Condominium Documents of Wedgewood of Sanibel, A Residential Condominium, update, clarify, acknowledge, and accept all of those Amendments to the Florida Condominium Act that affect Wedgewood of Sanibel, A Residential Condominium.

DEFINITIONS

As used herein, or elsewhere in the Condominium Documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1992, the Condominium Act, hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these Condominium Documents. If any definition in the Condominium Documents conflicts with a definition in the Act, the definition in the Condominium Documents shall prevail and govern the interpretation of this document.

ARTICLE I

NAME AND LOCATION

Section 1. The name of this Condominium Association shall be WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit.

Section 2. The principal office of the Condominium Association in this State is located in Lee County, Florida, at 3125 - 3137 West Gulf Drive, Sanibel Island, Florida 33957.

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

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

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

Section 2. An annual meeting of the Condominium Association members shall be held on the second Friday in June of each year or within sixty (60) days thereof as determined by the Board of Directors; said meeting to be held at the principal office of the Condominium Association or any such place in Lee County, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the Condominium Association members shall elect directors, pursuant to Section 718.301(1) Florida Statutes, to serve until their successors shall be elected and qualified.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent to each Condominium Association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen (14) days before the date of such meeting. An officer of the Condominium Association shall provide

an affidavit, to be included in the official records of the Condominium Association, affirming that notices of the Condominium Association meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Condominium Association. Any approval by Unit Owners called for by this chapter, or the applicable Declaration or Bylaws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of this chapter or the applicable condominium documents relating to Unit Owner decision making, except that Unit Owners may take action by written agreement without meetings, on matters for which action by written agreement without meeting is expressly allowed by the applicable Bylaws or Declaration or any Florida Statute which provides for the Unit Owner action. Unit Owners may waive notice of specific meetings if allowed by the applicable Bylaws or Declaration, or any Florida Statute.

Section 4. Voting Interests.

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

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

C. Voting interests of a Unit Owner may not be restricted or denied for any reason.

Section 5. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum. Unless a lower number is provided in the Bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of the voting interests. Unless otherwise provided in The Condominium Act or in the Condominium Declaration, Articles of Incorporation, or Bylaws, decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.

Section 6. Proxies. Votes may be cast in person or by limited proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the secretary of the Condominium Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a Unit is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. Except as specifically otherwise provided herein, after January 1, 1992, 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. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce Condominium Association reserves; for votes taken to amend the Declaration pursuant to Section 718.110; for votes taken to amend the Articles of Incorporation or Bylaws pursuant to this Section; and for any other matter for which this Chapter requires or permits a vote of the Unit Owners. After January 1, 1992, no proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, Unit Owners may vote in person at Unit Owner meetings.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Unit Owner executing it.

Section 7. Designation of Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the Unit's vote shall be designated in a Certificate to be

filed with the secretary, signed by all of the record Unit Owners of the Unit. If a Unit is owned by a corporation, it shall designate the officer or employee entitled to cast the Unit's vote by executing a Certificate to be filed with the secretary, signed by its President or Vice President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such Certificate is not on file with the secretary of the Condominium Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable:

- A. They may, but they shall not be required to, designate a Voting Member;
- B. If they do not designate a Voting Member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;
- C. Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the Unit's vote.

ARTICLE III

CONDOMINIUM ASSOCIATION MEMBERSHIP AND OPERATION

Section 1. There is herewith established the Condominium Association which is or shall be incorporated as a Corporation Not For Profit pursuant to the laws of the State of Florida. The name of this Condominium Association and Corporation Not For Profit shall be WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For

Profit. The members shall be comprised of all owners of Units. Membership in the Condominium Association shall be established by the recordation in the Public Records of Lee County, Florida, of a deed in fee simple title or other estate of ownership to the respective Unit. Upon such recordation, the membership of prior Unit Owners shall be terminated.

Section 2. When the operation, administration, management, and control of the Units and Common Elements shall be vested in the Condominium Association as provided by the Act, and such authority and powers as granted under the laws of the State of Florida, the Condominium Association shall be governed by the ByLaws, attached as Exhibit "BL", or as amended.

Section 3. The initial Registered Agent of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, shall be John Armenia, a resident of the State of Florida.

Section 4. The initial Registered Office of the Condominium Association corporation shall be 15631 Captiva Road, Captiva Island, Florida, 33924; its mailing address shall be Post Office Box 716, Sanibel Island, Florida 33957.

Section 5. The Registered Agent and Registered Office designated above shall serve as the registered agent and office of the Condominium Association corporation until such time as a successor to the Registered Agent shall be designated by the Condominium Association corporation, together with the designation of another Registered Office.

ARTICLE IV

OPERATION, ADMINISTRATION, AND MANAGEMENT OF CONDOMINIUM ASSOCIATION BY BOARD OF DIRECTORS

Section 1. The operation, administration, and management of the condominium property as the same relates to the Common Elements, and Limited Common Elements, shall be vested in the Condominium Association through the Board of Directors. Minutes of all meetings

of Unit Owners and the Board of Directors shall be kept in a business-like manner and shall be available for inspection by Unit Owners or Board of Directors members at all reasonable times. The Condominium Association shall maintain records according to good accounting practices which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the current balance due.

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

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

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

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

D. To make and amend regulations respecting the operation, use, and maintenance of the Common Elements, Limited Common Elements, property, facilities, and all other Units.

E. To enter into a contract with any person, firm, or entity for the operation, maintenance, or repair of the condominium property. However, any such contracts shall be entered into only after Unit Owners, other than the Developer, control the Condominium Association, and shall not be in conflict with the powers and duties of the Condominium Association or the rights of Unit Owners as provided in the Florida Condominium Act and these enabling documents.

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

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

Section 3. The business, and all property of the Condominium Association, the Common Elements, and the Limited Common Elements, and all assessments and the management and control of the Condominium Association and property owned by it, shall be conducted and be managed by the Board of Directors of three administrators who shall be elected by the Condominium Association members pursuant to Section 718.301(1), Florida Statutes.

Section 4. The members of the first Board of Directors shall be named by the Developer as reflected in the Articles of Incorporation of the Condominium Association.

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

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

Section 7. Meetings of the Board of Directors shall be open to all Unit Owners and notices of these meetings shall be conspicuously posted at least 48 continuous hours preceding the meeting, in advance, for the attention of Unit Owners, except in the case of an emergency. The bulletin boards located near the stairs in each building shall constitute a conspicuous place for the posting of this notice.

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

Section 9. The Board of Directors shall elect the officers of the Condominium Association. Such election may be held at the Board of Directors meeting following the annual Condominium Association meeting. An officer may be removed at any time by a majority vote of the Board of Directors.

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

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

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

Section 13. When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units which will be operated ultimately by the Condominium Association,

these Unit Owners other than the Developer shall be entitled to elect not less than one third of the members of the Board of Directors of the Condominium Association. Upon election of the first Unit Owners, other than the Developer, to the Board of Directors, the Developer shall forward to the Division of Florida Land Sales and Condominiums and Mobile Homes the names and mailing addresses of the Unit Owner Board members.

Section 14. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors or Board of Administration of the Condominium Association:

- A. Three years after fifty (50%) percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- B. Three months after ninety (90%) percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;
- C. When all the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- D. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- E. Seven (7) years after recordation of the Declaration of Condominium.

Section 15. The Developer shall be entitled to elect at least one member of the Board of Directors of the Condominium Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Units in the condominium operated by the Condominium Association.

Section 16. Within seventy five days after Unit Owners, other than the Developer, are entitled to elect a member or members of the Board of Directors of the Condominium Association, the Condominium Association, through its Board of Directors, shall call a meeting and give not less than sixty days notice of an election for the members of the Board of Directors. The election shall proceed as provided in Section 718.112(2)(d). The notice may be given by any Unit Owner if the Condominium Association fails to do so. Upon election of the first Unit Owner, other than the Developer to the Board of Directors, the Developer shall forward to the Division the name and mailing address of the Unit Owner board member. Such a meeting may be called and such a notice may be given by any Unit Owner if the Condominium Association, through its Board of Directors, failed to act.

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

Section 18. The Board of Directors shall deposit the funds of the Condominium Association in such bank or banks as they may from time to time direct, and withdrawal of such funds shall be by such person or persons as the Board of Directors may direct.

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

Section 20. No Unit Owner, except as an officer of the Condominium Association, shall have any authority to act for the Condominium Association.

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

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

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

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

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

Section 26. If the Condominium Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the Bylaws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the condominium lies for the appointment of a Receiver to manage the affairs of the Condominium Association. At least thirty days prior to applying to the Circuit Court, the Unit Owner shall mail to the Condominium Association and post in a conspicuous place on the condominium property a notice describing the intended action, giving the Condominium Association the opportunity to fill the vacancies. If during which time the Condominium Association fails to fill the vacancies, the Unit Owner may proceed with the

petition. If a Receiver is appointed, the Condominium Association shall be responsible for the salary of the Receiver, court costs, and attorney's fees. The Receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Condominium Association fills vacancies on the Board sufficient to constitute a quorum.

Section 27. Subject to the provisions of Florida Statute 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the voting interests, giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

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

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

3. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division a petition for binding arbitration pursuant to the

procedures under Florida Statute 718.1255. For purposes of this Section, the Unit Owner who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Condominium Association. If the Condominium Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Florida Statute 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Condominium Association in their possession within 72 hours of the effective date of the recall.

ARTICLE V

EASEMENTS

Section 1. The Developer has provided and created by this Condominium Declaration non-exclusive easements for ingress and egress over and across the drives, walks, and other rights of way serving the Units as reflected and described in Composite Exhibit "B". The Board of Directors of Wedgewood of Sanibel Condominium Association, Inc. has the authority, without the joinder of any Unit Owner, to grant, modify, or move any easement if the easement constitutes a part of or crosses the Common Elements the condominium property. The Board does not have authorization to move, modify, or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners without the consent or approval of those other persons having the use or benefit of the easement. The following easements, set out below, together with the easements provided in the Condominium Act, are all appurtenant to each Unit and are covenants running with the land of the Condominium.

Section 2. Utility easements are reserved through the condominium property for the construction and maintenance of water, sewer, and other utility lines and services as may be required to adequately serve the condominium; provided, however, such easements through a Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved in writing by the Unit Owner affected.

Section 3. Easements for ingress and egress are reserved for pedestrian traffic over, through, and across sidewalks, paths, walks, and beach walkover boardwalks as the same from time to time may exist upon the Common Elements, and for vehicular traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes.

Section 4. Easements are reserved to the Owners of Units in the condominium for pedestrian and vehicular traffic over, through, and across such driveways and parking areas as from time to time may be intended for such purposes; provided, however, this shall not allow parking in Limited Common Elements other than by the Owners of the Units to which such Limited Common Elements are appurtenant.

Section 5. If a Unit shall encroach upon any Common Element or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit to the extent of such encroachment, shall exist so long as such encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Condominium Association, then an easement appurtenant to such Common Element or Limited Common Element to the extent of such encroachment, shall exist so long as such encroachment shall exist.

Section 6. The Declarant, for itself and its successors and assigns, and for the benefit of the real property described on Composite Exhibit "B" attached hereto, hereby expressly reserves a perpetual nonexclusive easement for ingress and egress, for installation, maintenance,

repair, and replacement of utilities and other items and related purposes over, on, across, and under the Common Elements of the condominium. This easement is reserved for purposes of maintenance and repair of the real property described on Composite Exhibit "B". The Declarant, for itself and its successors and assigns, also reserves for the benefit of all holders of any interests in the real property described on Composite Exhibit "B" an easement for vehicular and pedestrian ingress and egress to Gulf Drive over such parts of the Common Elements of the condominium as are appropriate for such purpose. The foregoing easements are perpetual and shall run with the land.

ARTICLE VI

BOARD OF ADMINISTRATION MEETINGS

Section 1. Meetings of the Board of Directors or the Board of Administration and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Administration. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Division shall adopt reasonable rules governing the tape recording and videotaping of the meeting.

Section 2. The Condominium Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency.

Section 3. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. 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 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an Affidavit executed by the person providing the notice and filed among the Official Records of the Condominium Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or Condominium Association property upon which all notices of Board meetings shall be posted.

Section 4. If there is no condominium property or Condominium Association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least 14 days before the meeting to the Owner of each Unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

ARTICLE VII

UNIT OWNER MEETINGS

Section 1. There shall be an annual meeting of the Unit Owners. Unless the Bylaws provide otherwise, a vacancy on the Board of Administration caused by the expiration of a Director's term shall be filled by electing a new Board member; however, if there is only one candidate for election to fill the vacancy, no election is required. If there is no provision in the Bylaws for terms of the members of the Board of Administration, the terms of all members of the Board of Administration shall expire upon the election of their successors at the annual meeting. Any Unit Owner desiring to be a candidate for Board membership shall comply with subparagraph 3.

Section 2. The Bylaws shall provide the method of calling meetings of Unit Owners, including annual meetings. Written notice, which notice must include an agenda, shall be mailed or delivered to each Unit Owner at least 14 days prior to the annual meeting and shall

be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or Condominium Association property upon which all notices of Unit Owner meetings shall be posted; however, if there is no condominium property or Condominium Association property upon which notices can be posted, this requirement does not apply. Unless a Unit Owners waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit Owner. Where a unit is owned by more than one person, the Condominium Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Condominium Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided on the deed of record. An officer of the Condominium Association, or the manager or other person providing notice of the Condominium Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Condominium Association, affirming that the notice was mailed or hand delivered, in accordance with this provision, to each Unit Owner at the address last furnished to the Condominium Association.

ARTICLE VIII

ELECTIONS

Section 1. The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall, in no event, be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this Chapter. Not less than 60 days before a scheduled election, the Condominium Association shall mail or deliver, whether by separate

Condominium Association mailing or included in another Condominium Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election.

Section 2. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Condominium Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Condominium Association not less than 40 days before a scheduled election.

Section 3. Not less than 30 days before the election, the Condominium Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Condominium Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Condominium Association. However, the Condominium Association has no liability for the contents of the information sheets prepared by the candidates.

Section 4. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051 may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Condominium Association in accordance with Section 718.303.

Section 5. The regular election shall occur on the date of the annual meeting. The provisions of this subparagraph shall not apply to time-share condominium associations. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

ARTICLE IX

UNIT OWNER APPROVALS

Section 1. Any approval by Unit Owners called for by this chapter or the applicable Declaration or Bylaws, including but not limited to, the approval requirement in Section 718.111(8), shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of this chapter or the applicable condominium documents relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable Bylaws or Declaration or any Statute which provides for such action.

Section 2. Unit Owners may waive notice of specific meetings if allowed by the applicable Bylaws or Declaration or any Statute.

Section 3. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Condominium Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation.

Section 4. Any Unit Owner may tape record or videotape a meeting of the Unit Owners subject to reasonable rules adopted by the Division.

Section 5. A Condominium Association consisting of fewer than 25 Units may, by a two-thirds vote of the Unit Owners, provide for different voting and election procedures in its Bylaws, which vote may be by a proxy specifically delineating the different voting and election procedures.

ARTICLE X

OFFICIAL RECORDS

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

1. A copy of the plans, permits, warranties, and other items provided by the Developer, pursuant to Florida Statute 718.301(4);
2. A photocopy of the recorded Declaration of each condominium operated by the Condominium Association and all amendments thereto;
3. A photocopy of the recorded Bylaws of the Condominium Association and all amendments thereto;
4. A certified copy of the Articles of Incorporation of the Condominium Association or other documents creating the Condominium Association and all amendments thereto;
5. A copy of the current rules of the Condominium Association;
6. A book or books containing the minutes of all meetings of the Condominium Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;
7. A current roster of all Unit Owners, their mailing addressees, unit identifications, voting certifications, and if known, telephone numbers;

8. All current insurance policies of the Condominium Association and condominiums operated by the Condominium Association;
9. A current copy of any management agreement, lease, or other contract to which the Condominium Association is a party or under which the Condominium Association or the Unit Owners have an obligation or responsibility;
10. Bills of Sale or transfer for all property owned by the Condominium Association;
11. Accounting records for the Condominium Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:
 - A. Accurate, itemized, and detailed records of all receipts and expenditures.
 - B. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - C. All audits, reviews, accounting statements, and financial reports of the Condominium Association or condominium.
 - D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year;
12. Ballots, Sign-In Sheets, Voting Proxies, and all other papers relating to voting by Unit Owners, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the document relates.
13. All rental records where the Condominium Association is acting as agent for the rental of Units.

A. The official records of the Condominium Association shall be maintained in the county in which is located the condominium.

B. The official records of the Condominium Association shall be open to inspection by any Condominium Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Condominium Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Condominium Association member.

C. A copy of the current Question and Answer Sheet as described by Section 718.504.

D. All other records of the Condominium Association not specifically included in the foregoing which are related to the operation of the Condominium Association.

14. The official records of the Condominium Association shall be maintained within the state. The records of the Condominium Association shall be made available to a Unit Owner within five (5) working days after receipt of written request by the Board or its designee. This paragraph may be complied with by having a copy of the official records of the Condominium Association available for inspection or copying on the condominium property or the Condominium Association property.

15. The official records of the Condominium Association are open to inspection by any Condominium Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Condominium Association member.

16. The Condominium Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.

17. The failure of the Condominium Association to provide the records within five (5) working days after receipt of a written request shall create a rebuttable presumption that the Condominium Association willfully failed to comply with this Paragraph.

18. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Condominium Association's willful failure to comply with this Paragraph. The minimum damages shall be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) working day after receipt of the written request.

19. The failure to permit inspection of the Condominium Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

20. The Condominium Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in Section 718.504 on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

21. Notwithstanding the provisions of this Paragraph, the following records shall not be accessible to Unit Owners:

A. A record which was prepared by a Condominium Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Condominium Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings,

or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

B. Information obtained by a Condominium Association in connection with the approval of the lease, sale, or other transfer of a Unit.

C. Medical records of Unit Owners.

22. The Condominium Association shall prepare a Question and Answer Sheet as described in Section 718.504, and shall update it annually.

ARTICLE XI

OFFICERS

Section 1. Elective Officers. The principal officers of the Condominium Association shall be a President, a Vice President-Secretary and a Vice President-Treasurer, all of whom shall be elected by the Board of Directors. One person may hold more than one of these offices. All of the officers shall be members of the Board of Directors.

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

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

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

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

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

Section 7. The Treasurer.

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

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

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

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

E. He shall prepare the Condominium Association's budget.

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

ARTICLE XII

ASSESSMENTS

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

Section 2. Determination of Assessments.

A. The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess Unit Owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Elements and Limited Common Elements; costs of carrying out the powers and duties of the Condominium Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board of Directors. Funds for the payment of common expenses shall be assessed against Unit Owners as provided in the Declaration. Assessments shall be payable quarterly in advance and shall be due on the first day of each quarter unless otherwise ordered by the Board of Directors. Special assessments, if necessary, shall be levied in the same manner as regular assessments and

shall be payable in the manner determined by the Board of Directors. All funds due under these Bylaws and the Declaration are common expenses.

B. When the Board of Directors has determined the amount of any assessment, the Treasurer shall mail or present to each Unit Owner a statement of assessment. All assessments shall be paid to the Treasurer, and upon request, the Treasurer shall give a receipt for each payment received.

C. The Condominium Association has the power to make and collect assessments and to lease, maintain, repair, and replace the Common Elements; provided, however, the Condominium Association shall not charge any fee against a Unit Owner for the use of Common Elements or Condominium Association property unless such use is the subject of a lease between the Condominium Association and the Unit Owner.

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

Section 4. Audit. The Board of Directors shall render an annual statement to the Unit Owners no later than four months after the end of the Condominium Association's fiscal year. The Board of Directors shall perform a continual internal audit of its financial records for the purpose of verifying the same but no independent or external audit shall be required of it. The Board of Directors may conduct an external audit by an independent auditor at such reasonable time as it shall agree to; provided, however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Condominium Association.

Section 5. Assessments for recurring common expenses shall be made for a twelve month period concurrent with the preparation of the annual budget. Such assessments shall be due in four equal consecutive quarterly installments on the first day of each quarter for the annual period in which the assessments are made. If the new annual assessment is not made as

required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular quarterly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. The total assessments for the recurring common expense shall not be more than 115% of the assessments for the prior years, provided that this provision shall not prevent the levy of any necessary, extraordinary assessment from time to time. If a budget is adopted by the Board of Directors which requires an assessment against Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of one Unit Owner, a special meeting of the Unit Owners shall be held upon not less than ten days written notice to each Unit Owner, but within thirty days of the delivery of such application to the Board of Directors by any member thereof, at which such special meeting the Unit Owners may consider and enact a revision of the budget and may recall any or all members of the present Board of Directors and elect their successors. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than 66 2/3% of the Unit Owners entitled to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the annual period shall then be due in equal quarterly installments on the first quarter thereafter during the year in which the revised assessment is made. The rights and powers to collect common expenses, granted to the Board of Directors in this Article, may be exercised concurrently by the Developer until such time as the operation and management of the Condominium Association shall be fully vested in the Board of Directors elected by the owners of the Condominium Association. The Board of Directors may have such actions or rights as the law may provide for any default of assessment payments; the Condominium Association shall have a lien against the Unit for any unpaid assessments.

Section 6. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only

after notice of the need therefor to the Unit Owners concerned. After such notice and upon approval in writing of a majority of such Unit Owners concerned, the assessment shall become effective and it shall be due after thirty days notice thereof in such manner as the Board of Directors of the Condominium Association may require.

Section 7. Unpaid Assessments. Any Unit Owner shall have the right to require from the Condominium Association a Certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the Owner who relies upon such Certificate shall be protected thereby.

Section 8. Delinquent Assessments. The Board of Directors shall collect the common charges assessed against Unit Owners. Quarterly installments of the annual assessments shall be due and payable Quarterly in advance on the first day of each Quarter of the period assessed.

A. Remedies For Default And Payment Of Assessment. Payment of assessments and assessment installments must be made when due, and any Owner failing to do so within ten (10) days shall be late, and the Condominium Association shall impose and collect an administrative late fee in an amount not to exceed the greater of Twenty Five and no/100 (\$25.00) Dollars or Five (5%) Percent of the assessment for each delinquent installment that the payment is late.

In addition, the delinquent Owner shall be liable for the Condominium Association costs and attorney's fees for collection, pursuant to Florida Statute 718.116, and the Condominium Association shall charge a delinquent Owner interest at the highest rate allowed by law calculated over the actual period of deficiency.

B. Interest; Application of Payments.

Assessments and installments on such assessments paid later than ten (10) days after the day when due shall bear interest at the maximum rate allowed by law from the date when due until paid.

All payments upon account shall be first applied to interest accrued and then to any administrative late fee and then to the assessment payment first due.

C. Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien shall, if required by the court in its discretion, pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

Section 9. Lien. The Condominium Association shall have a lien on each Unit for any unpaid assessment. Such liens shall be effective from and after the time of recording in the public records of Lee County, Florida, of a Claim of Lien stating the Legal Description of the Unit, the name of the record owner, the amount due, and the due date. No such lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien shall secure all unpaid assessments, interest, costs, and reasonable attorney's fees which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to entry of a Final Judgment of foreclosure. Upon payment, the person making the payment is entitled to a Satisfaction of Lien in recordable form. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the Claim of Lien.

Section 10. Lien for Assessments Subordinate To Existing Mortgages. In any foreclosure action, the lien of the Condominium Association shall be subordinate and inferior to any mortgage liens of record encumbering such Unit. In lieu of foreclosing its lien, the Condominium Association may bring suit to recover a money judgment for any sums, charges, or assessments required to be paid to the Condominium Association without waiving its lien securing payment. The Condominium Association is obligated to send the mortgagee, if any, a copy of the Default Notice prior to instituting any action.

Section 11. Notification of Mortgagee. Any Unit Owner who mortgages his Unit shall notify the Condominium Association, providing the name and address of his mortgagee. The Condominium Association shall notify the mortgagee of any unpaid assessments due from the Unit Owner on a Unit. Failure to notify the Condominium Association shall not effect the lien of the mortgagee.

Section 12. Collection of Assessments. The Board of Directors may take such action as it deems necessary to collect assessments including an action to enforce and foreclose its lien, and may settle and compromise the same if in the best interests of the Condominium Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same, said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby. Liens for assessments may be foreclosed by suit brought in the name of the Condominium Association in the manner of the foreclosure of mortgages on real property, as more fully set forth in the Condominium Act. The Condominium Association may bid at any sale and apply as a cash credit against its bid all sums due the Condominium Association, covered by the lien being enforced and to acquire and hold, lease, mortgage, and convey the same.

Section 13. Certificate. Any Unit Owner shall have the right to require from the Condominium Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Unit.

Section 14. Notice of Special Assessment. The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written Notice of such assessment sent or delivered to each Unit Owner.

The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such Notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

ARTICLE XIII

THE CONDOMINIUM ASSOCIATION'S LIEN

FOR UNPAID ASSESSMENTS

Section 1. Assessments shall be made against Units not less frequently than quarterly, in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Assessments against Units shall be made by the Board of Directors and members of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC. and shall be borne by the Units on an equal fractional share basis.

Section 2. Unpaid assessments are secured by a lien against the Unit in favor of the Condominium Association pursuant to Florida Statute 718.116(5)(a) which provides that the lien is effective from and shall relate back to the recording of the original Declaration of Condominium of Wedgewood of Sanibel, A Residential Condominium.

A. Liability for Assessments. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

B. First Mortgagee Liability. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to

a period not exceeding six months, but in no event does the first mortgagee's liability exceed one (1%) percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or one (1%) percent of the original mortgage debt, whichever amount is less. A first mortgagee acquiring title to a condominium parcel as the result of a foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

C. Liability Notwithstanding Waiver of Use or Abandonment. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

D. Interest. Assessments and installments on them which are not paid when due shall bear interest at the rate of Eighteen (18%) Percent per year.

E. Administrative Late Fee. The Condominium Association shall charge, impose, and collect an administrative late fee in addition to interest as set out above in an amount not to exceed the greater of Twenty Five and No/100 (\$25.00) Dollars or Five (5%) Percent of each installment of the assessment for each delinquent installment that the payment is late.

F. Application of Payments. Any payment received by the Condominium Association shall be applied first to any interest accrued by the Condominium Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

G. Rental Pending Foreclosure. If the Unit is rented or leased during the pendency of the foreclosure action, the Condominium Association is entitled to the appointment of a receiver to collect rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

H. Rental after Foreclosure Judgment. If the Unit Owner remains in possession of the Unit after a Foreclosure Judgment has been entered, the Court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit.

I. Power to Purchase. The Condominium Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

J. Certificate of Assessments. Within fifteen (15) days after a request therefore by a Unit Owner or unit mortgagee, the Condominium Association shall provide a Certificate stating all assessments and other monies owed to the Condominium Association by the Unit Owner with respect to the condominium parcel. Any person other than the Owner who relies on such Certificate shall be protected thereby.

ARTICLE XIV

DEFAULT, COMPLIANCE, AND LEGAL ACTIONS

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

- A. To commence an action in equity to enforce performance on the part of the Unit Owner; or
- B. To commence an action at law to recover its damages; or
- C. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by a Court that the Unit Owner was in violation of any of the provisions of the above-mentioned documents, the Unit Owner shall reimburse the Condominium Association for its reasonable attorney's fees incurred in bringing such action.

Section 2. Negligence or Carelessness of a Unit Owner. All Unit Owners shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. The cost of any maintenance, repair, or replacement performed pursuant to this Section shall be charged to said Unit Owner as a specific expense.

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

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

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

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

Section 7. Arbitration. In the event of any internal dispute arising from the operation of the condominium among the Developer, Unit Owners, Condominium Association, and their agents and assigns, the parties to the dispute may submit the dispute to mandatory nonbinding arbitration pursuant to Florida Statute 718.1255.

ARTICLE XV

ANNUAL BUDGET

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

Section 2. Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00.

These accounts shall include, but are not limited to, roof and pool replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated replacement cost or deferred maintenance expense of each reserve item. This Subsection does not apply to budgets in which the members of an Condominium Association have, by a vote of the majority of the members present at a duly called meeting of the Condominium Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this Subsection. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

ARTICLE XVI

INSURANCE

Section 1. The Condominium Association shall use its best efforts to obtain and maintain adequate insurance to protect the Condominium Association and Common Elements on the condominium property as follows:

A. Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Condominium Association. The Named Insured shall be the Condominium Association, for itself, and as agent for the Unit Owners, without naming them, and as agent for their respective mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit Owners may obtain coverage at their own expense for their personal property and other risks.

B. Insurance upon the Common Elements and the entire condominium improvements, exclusive of tangible personal property of Unit Owners or improvements placed within the Units by the Unit Owners thereof, shall be maintained by the Condominium Association.

C. Coverages.

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

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

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

(2) Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Condominium Association and with cross-liability endorsement to cover liabilities of the Unit Owners jointly and severally and the Condominium Association.

(3) Workmen's Compensation. Workmen's Compensation policy to meet the requirements of Florida Law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Condominium Association shall from time to time determine to be necessary or desirable.

D. Said insurance shall be purchased for the benefit of the Unit Owners and their respective mortgagees, grantees, assignees, and others claiming interest, as their interest may appear.

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

F. Every hazard policy which is issued to protect the condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed or replacements thereof of like-kind or quality, in accordance with the original plans and specifications, or as existing at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" does not include Unit floor coverings, wall coverings, or ceiling coverings, and does not include the following equipment located within a Unit that the Unit Owner is required to replace or repair: electrical fixtures, appliances, air conditioning or heating equipment, water heaters, or built-in cabinets. With respect to the coverage provided for by this Paragraph, the Unit Owners shall be considered additional insureds under the policy.

G. The responsibility for maintaining insurance for personal property, personal liability, and public liability, as the same relates to the interior of the respective Units, shall be that of the Unit Owner.

H. In the event of loss, by fire or other casualty, covering property other than that which the individual Unit Owner is responsible for, the proceeds of any such insurance shall be paid to Wedgewood of Sanibel Development Corporation as Insurance Trustee, or to such bank or Trustee as may be designated by the Condominium Association.

I. In the event of partial destruction of the Common Elements or improvements insured by the Condominium Association, the premises shall be reconstructed or repaired, unless

the members of the Condominium Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgagee or lienholders holding outstanding liens against Units.

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

K. The Insurance Trustee may rely upon a Certificate of the Condominium Association through one of its executive officers to determine whether or not damaged property is to be reconstructed or repaired.

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

M. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Condominium Association, or if at any time during the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs.

N. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

O. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements and shall be payable to the Insurance Trustee for disbursement.

P. The deductible amount for any insurance policy obtained by the Condominium Association shall not exceed ten (10%) percent of the face amount of the policy.

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

ARTICLE XVII

TRANSFER FEES

Section 1. No charge shall be made by the Condominium Association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a Unit unless the Condominium Association is required to approve such transfer and a fee for such approval is provided for in the Declaration, Articles, or Bylaws. Any such fee may be preset, but in no event may such fee exceed \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

Section 2. The foregoing notwithstanding, a Condominium Association may, if the authority to do so appears in the Declaration or Bylaws, require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Condominium Association. The security deposit shall protect against damages to the common elements or Condominium Association property. Payment of interest, claims against the deposit, refunds, and disputes under this Paragraph shall be handled in the same fashion as provided in Part II of Chapter 83.

ARTICLE XII

FIDELITY BONDS

Section 1. The Condominium Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Condominium Association. As used in this Section, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association.

Section 2. If the Condominium Association's annual gross receipts do not exceed \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each such person. If a Condominium Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principal sum of \$30,000.00 for each such person. If a Condominium Association's annual gross receipts exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 for each such person.

Section 3. The Condominium Association shall bear the cost of bonding.

ARTICLE XIII

RECALL OF BOARD MEMBERS

Section 1. Subject to the provisions of Section 718.301, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

Section 2. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately, and the recalled member or members of the

Board of Administration shall turn over to the Board any and all records of the Condominium Association in their possession within 72 hours after the meeting.

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

Section 4. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division a petition for binding arbitration pursuant to the procedures in Section 718.1255. For the purposes of this Section, the Unit Owners, who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon service of the final order of arbitrator upon the Condominium Association.

Section 5. If the Condominium Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Condominium Association in their possession within 72 hours of the effective date of the recall.

Section 6. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors.

ARTICLE XX

RULES AND REGULATIONS

Section 1. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations. A Unit shall be used only for single family residence and the Common Elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence.

A. Each of the Units that are a part of the condominium shall be occupied only by one family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred.

B. For purposes of uniformity of appearance throughout the condominium, any draperies, curtains, or window coverings which are visible from the exterior of any Unit shall have an opaque white lining or backing.

C. No owner, family member, servant, guest, tenant, or lessee shall be permitted to place any signs of any kind in any Unit, either in the windows or lanai, which would be visible from the exterior, or in the entrance doors or Common Elements for any reason without the prior written consent of the Condominium Association. Any Unit Owner may, however, display one portable, removable, United States flag in a respectful way, regardless of any condominium document rules or requirements dealing with flags or decorations.

D. A Unit Owner shall not do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Association property or any condominium property which is to be maintained by the Condominium Association.

E. Pursuant to Florida Statute 718.113(5), the Board of Directors or Board of Administration has specified and selected hurricane shutters for each building within the condominium and has directed that all shutters be installed during building construction.

All specifications adopted by the Board fully comply with all applicable Building Codes. The Association has purchased hurricane shutters for each of the residential condominium units. Each residential condominium unit owner is obligated to reimburse the Association for the actual cost of hurricane shutters paid by the Association for each unit. The total cost to the Association for each unit is \$7,957.00, which sum shall be due and payable to the Association at the time of each residential unit owners start-up contribution of \$1,000.00. The replacement and maintenance of such hurricane shutters, installed in accordance with the procedures set forth herein, shall be the sole responsibility of each Residential Condominium Unit owner.

F. The Developer has the right to use any Unit owned or leased by the Developer, at WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, for a sales model or selling office with all appropriate signage in the Unit and on the Common Elements so long as there remains unsold any Unit owned by the Developer or Record Owner named in the Condominium Declaration.

G. The Units shall not be used for any immoral, improper, or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner.

H. Time Share Estates. Time share estates will not be created with respect to any Units in any buildings.

I. Leasing.

(1) Entire Units may be rented, provided the occupancy is only one family, servants and guests, if any. No rooms may be rented except as a part of an entire Unit.

(2) No Unit or part thereof may be rented for a term of less than four (4) consecutive weeks. This limitation may be enforced by the City of Sanibel and shall not be amended, revoked, or otherwise terminated without the express written consent of the City of Sanibel, any other provision of this Declaration notwithstanding.

J. All walkways, stairways, railings, boardwalks, and other Common Elements shall be kept clear of the personal property of the Unit Owner, his family, servants, guests, tenants, or lessees. All lanais shall be kept clear of obtrusive items that disturb the harmony and detract from the general appearance of the exterior of the condominium building.

K. Right to Own and Sell. Notwithstanding anything herein to the contrary, the Declarant and its employees, agents, and contractors shall have the right to transact on the condominium property any business necessary to consummate the sale, lease, or rental of Units, including but not limited to, the right to maintain models, have signs, maintain offices and employees on the property, use the Common Elements, and show Units. Signs, fixtures, furnishings, or other items pertaining to such sales and rentals shall not be considered Common Elements and shall remain the property of the Declarant and its employees, agents, and contractors. The Developer has the right to use any Unit owned or leased by the Developer at WEDGEWOOD OF SANIBEL, A RESIDENTIAL CONDOMINIUM, for a sales model or selling office so long as there remains unsold any Unit owned by the Developer or Record Owner named in the Condominium Declaration.

L. Each Unit Owner and each tenant and other invitee and the Condominium Association shall be subject to all of the obligations and provisions of Florida Statute 718.303. Actions for damages or for injunctive relief, or both, for failure to comply with the provisions of the Florida Condominium Act, the Condominium Declaration, and the Condominium Association By-laws, and Rules and Regulations promulgated by the Condominium Association may be brought by the Condominium Association or any Unit Owner against the Condominium Association, a Unit Owner, Directors designated by the Developer, any Director who willfully and knowingly fails to comply with any of these provisions, and any tenant leasing a Unit, and any other invitee occupying a Unit.

M. The Condominium Association shall have the right to adopt Rules to prohibit dual usage by a Unit Owner and a tenant of Condominium Association property and Common

Elements otherwise readily available for use generally by Unit Owners. When a Unit is leased, a tenant shall have all use rights in the Condominium Association property and in those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner, as Landlord, shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a Landlord, pursuant to Florida Statute, Chapter 83. The purpose of this provision is to allow the Condominium Association to adopt Rules to prohibit dual usage of Condominium Association property by both a Unit Owner and a tenant occupying the Unit Owner's unit.

ARTICLE XXI

CABLE TV SERVICE

Section 1. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the Board of Administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two (2) years.

Section 2. Any contract made by the Board after the effective date hereof for a community antenna system or duly franchised cable television service may be cancelled by a majority of the voting interests present at the next regular or special meeting of the Condominium Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

Section 3. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind Unit Owner who does not occupy

the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Units, the Owners shall not be required to pay any common expenses charge related to such service. If less than all members of the Condominium Association share the expenses of cable television, the expense shall be shared equally by all participating Unit Owners. The Condominium Association may use the provisions of Section 718.116 to enforce payment of the shares of such costs by the Unit Owners receiving cable television.

ARTICLE XXII

ALTERNATIVE DISPUTE RESOLUTION,

VOLUNTARY MEDIATION

MANDATORY, NON-BINDING ARBITRATION

These Bylaws adopt and incorporate by reference all of the definitions and findings set out under Florida Statute 718.1255. The Wedgewood of Sanibel Condominium Association, Inc. will submit to and join in alternative dispute resolution wherever possible prior to litigation.

ARTICLE XXIII

CONTRACTS FOR PRODUCTS AND SERVICES

Section 1. All contracts as further described herein or any contract that is not to be fully performed within one year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Condominium Association in accomplishing its purposes under this chapter, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Condominium Association on behalf of any condominium operated by the Condominium Association in the aggregate that exceeds five (5%) percent of the

total annual budget of the Condominium Association, including reserves, the Condominium Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Condominium Association to accept the lowest bid.

Section 2. Notwithstanding the foregoing, contracts with employees of the Condominium Association, and contracts for attorney, accountant, architect, engineering, and landscape architect services are not subject to the provisions of this Section.

Section 3. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. A contract with a manager, if made by a competitive bid, may be made for up to three years. A condominium whose Declaration of Bylaws provides for competitive bidding for services may operate under the provisions of that Declaration or Bylaws in lieu of this Section if those provisions are not less stringent than the requirements of this Section.

Section 4. Nothing contained herein is intended to limit the ability of a Condominium Association to obtain needed products and services in an emergency.

Section 5. This Section shall not apply if the business entity with which the Condominium Association desires to enter into a contract is the only source of supply within the county serving the Condominium Association.

Section 6. Nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with Section 718.3025.

Section 7. The Condominium Association may opt out of the provisions of this Section if two-thirds of the Unit Owners vote to do so, which opt-out may be accomplished by a proxy specifically setting forth the exception from this Section.

ARTICLE XXIV

FINES

Section 1. If the Declaration or Bylaws so provide, the Condominium Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Condominium Association Bylaws, or reasonable rules of the Condominium Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

Section 2. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this Subsection do not apply to unoccupied units.

ARTICLE XXV

OBLIGATION OF OWNERS

Each Unit Owner and each tenant and other invitee and the Condominium Association shall be subject to all of the obligations and provisions of Florida Statute 718.303. Actions for damages or for injunctive relief, or both, for failure to comply with the provisions of the Florida Condominium Act, the Condominium Declaration, and the Condominium Association By-laws, and Rules and Regulations promulgated by the Condominium Association may be brought by the Condominium Association or any Unit Owner against the Condominium Association, a Unit Owner, Directors designated by the Developer, any Director who willfully and knowingly fails to comply with any of these provisions, and any tenant leasing a Unit, and any other invitee occupying a Unit.

ARTICLE XXVI

AMENDMENTS TO THE BYLAWS

Section 1. Prior to the time of the recordation of the Declaration, these Bylaws may be amended, altered, or rescinded by an instrument, in writing, signed by a majority of the then existing Board of Directors.

Section 2. Subsequent to the recording of the Declaration, these Bylaws may be altered, amended, or added to at any duly called meeting of the Unit Owners provided that:

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

B. The amendment shall be approved upon the affirmative vote of a majority of Unit Owners;

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

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

Section 3. Except for provisions for amendment of the Bylaws as granted to the Developer herein, these Bylaws may be amended at the annual Condominium Association meeting or at a special meeting called for such purpose after giving notice to each Unit Owner, mailed by United States Mail, at least fourteen (14) days prior to the date of such meeting.

Section 4. At such meeting, amendments may be made to the Bylaws upon approval of a simple majority of the members of WEDGEWOOD OF SANIBEL CONDOMINIUM ASSOCIATION, INC., A Corporation Not For Profit, in attendance at the meeting.

Section 5. Any such amendments so passed shall be evidenced by a Certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording date identifying the original Bylaws.

Section 6. No amendment to the Bylaws is valid unless recorded with identification on the first page thereof of the Book and Page of the Public Records where the Condominium Declaration and Bylaws of Wedgewood of Sanibel, A Residential Condominium, is recorded.

ARTICLE XXVII

TERMINATION

Section 1. All or any part of the condominium property may be removed from the provisions of the Florida Condominium Act by consent of all of the Unit Owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels.

Section 2. After recording the instrument evidencing the consent of all Unit Owners to the termination of this condominium, the Condominium Association shall notify the Division of Florida Land Sales, Condominiums, and Mobile Homes within thirty (30) days of this termination and shall notify the Division the date the termination document was recorded including the Official Records Book and Page Number in the Public Records of the county where the termination document was recorded.

RULES

For Unit Owners, their families, servants, guests, visitors, lessees, and tenants.

1. Residential Units must have carpeted at least 75% of the floor area in the Unit except for bathrooms, laundry rooms, kitchen, and lanai.
2. Any enclosures or alterations to screen porches (lanais) require the prior written consent and approval of the Condominium Association.
3. The outside parking areas, if any, are subject to the operation and control of the Condominium Association.
4. Parking spaces under the building are for passenger vehicles. Any other vehicles to be kept on the condominium property must obtain the prior written approval of the Condominium Association.
5. Boats, campers, trucks, trailers, or other recreational vehicles may only be parked on condominium property with the advance prior knowledge and written consent of the Condominium Association.
6. Bicycles must not be stored in any common elements of the condominium property, and must be stored only in the storage areas or Units.
7. All walkways, stairways, railings, boardwalks, pool, and pool deck area, and all other common elements shall be kept clear and free of personal property.
8. Vehicle maintenance is not permitted on the condominium property.
9. Pets
 - A. Owners shall be permitted to bring pets over and across the condominium property for egress and ingress to their Residential Condominium Unit.
 - B. No Owner shall be permitted to bring pets in the elevator, except in the event of an emergency.
 - C. No Owner shall be permitted to bring pets on the beach or tennis courts or pool area.
 - D. Any household pets causing nuisance or any other activity which disturbs the quiet enjoyment or use of any other Unit Owner must be removed.
 - E. No lessees, tenants, or visitors shall be permitted to bring pets on the condominium property or into any Unit without the prior written permission and consent of the Condominium Association.

84⁰⁰
24⁰⁰

3429445

GRANT OF SEWER LINE EASEMENT
AND
RIGHT TO CONNECT
AND
COVENANT TO REPAIR AND MAINTAIN

Documentary Tax Pd. \$ 8400
Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
Deputy Clerk

WEDGEWOOD OF SANIBEL DEVELOPMENT CORPORATION, A Florida Corporation, hereinafter called WEDGEWOOD, and SEASCAPE CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit, hereinafter called SEASCAPE, enter into the following Agreement:

1. SEASCAPE grants to WEDGEWOOD, and its assigns and successors in interest, a non-exclusive Utilities Easement (for sewer line installation) running with the land, as more particularly described on Exhibit "A", being that certain Legal Description prepared by Michael Harmon, Surveyor of Johnson Engineering, Inc. dated June 12, 1991, a copy of which is attached.

2. The specific and limited purpose of this Utilities Easement will be to permit and facilitate the installation and maintenance of an 8 inch sewer line from the Wedgewood property extending 20 feet onto the SEASCAPE property to the existing manhole located on the SEASCAPE property as reflected on the Survey Sketch on Exhibit "A". This Utilities Easement (for the 8 inch sewer line) will facilitate the hook up and connection of the Wedgewood Property for 18 condominium units and their amenities.

3. As consideration for this Grant of Sewer Line Easement and Right To Connect and Covenant To Repair and Maintain, WEDGEWOOD will pay to SEASCAPE the sum of Twelve Thousand and no/100 (\$12,000.00) Dollars cash.

4. The parties agree that payment shall be due prior to any construction or installation of the sewer line over and across the Utilities Easement, or in any event, not later than twelve months from the date of this Utilities Agreement, whichever occurs first.

5. WEDGEWOOD retains the right to prepay SEASCAPE and secure the Utilities Easement and Right To Connect to run with the land whether or not WEDGEWOOD commences construction within twelve months from the date of this Utilities Agreement.

6. WEDGEWOOD shall have the right to acquire this Sewer Line Utilities Easement and Right To Connect upon payment of the consideration set out above and shall be able to assign or transfer this Sewer Line Utilities Easement and Right To Connect with any sale or transfer of the WEDGEWOOD property, but subject to the terms set out below.

7. WEDGEWOOD, or its assigns, shall be solely responsible to fully provide for the installation and maintenance of the newly installed 20 foot sewer pipe. This obligation to repair and to maintain the newly installed 8 inch sewer pipe 20 feet in length shall be the complete responsibility of WEDGEWOOD and its assigns.

8. In addition to the repair and maintenance responsibility for the newly installed sewer pipe, WEDGEWOOD or its assigns will also be responsible for fifty (50%) percent of the cost of the repair and maintenance of the presently existing sewer line already installed on the

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

SEASCAPE property that runs from the manhole described in Exhibit "A" to the lift station. This obligation to contribute fifty (50%) percent of the cost of the repair and maintenance from the manhole to the lift station shall be a permanent covenant running with the Sewer Line Utilities Easement.

9. Because both parties are utilizing sewer lines connected to the Sanibel Sewer System which is now to be acquired by the City of Sanibel, the parties agree to execute, exchange, and deliver any and all reciprocal cross-easements or further assurances or other documents or grants of easements or other covenants to repair or maintain as may be needed or required by Sanibel Sewer System or the City of Sanibel.

10. The parties understand and agree that the responsibility of WEDGEWOOD to fully repair and maintain the 20 foot line and to contribute for the repair and maintenance of existing sewer lines shall only cover those sewer lines installed on the Seascape property running from the existing manhole to the existing master lift station. WEDGEWOOD, or their assigns, shall not be responsible for the repair or maintenance of any other existing sewer lines.

11. WEDGEWOOD will provide SEASCAPE with copies of all Builders Risk insurance policies covering the labor and materials to be used for the installation of the 20 foot pipe. After installation and construction, WEDGEWOOD will repair and restore the surface, look, and appearance of the Sewer Line Utilities Easement property. All sewer lines will be located below ground.

12. WEDGEWOOD shall be responsible for all engineering costs and survey costs and for the preparation of the legal description and for the preparation of this document. WEDGEWOOD will pay SEASCAPE the sum of \$375.00 for legal fees incurred by SEASCAPE for the examination and review of this document. This sum of \$375.00 will be paid to SEASCAPE upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 20th day of August, 1991.

Kristin Scott
Witness

WEDGEWOOD OF SANIBEL
DEVELOPMENT CORPORATION,
A Florida Corporation

Andy K. Brodeur
Witness

by John Armenia (SEAL)
John Armenia, President

Ana A. Carosella
Witness

SEASCAPE CONDOMINIUM
ASSOCIATION, INC., A Florida
Corporation Not For Profit

Martin Gallagher
Witness

by Martin Gallagher (SEAL)

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

June 3, 1991

2158 JOHNSON STREET
 TELEPHONE (813) 334-0046
 TELECOPIER (813) 334-3661
 POST OFFICE BOX 1550
 FORT MYERS, FLORIDA
 33902-1550

CARLE JOHNSON
 1911-1968

DESCRIPTION
 SANITARY SEWER LINE EASEMENT
 SEASCAPE OF SANIBEL
 SECTION 34, T. 46 S., R. 22 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

A strip of land for sanitary sewer line easement purposes, 10.00 feet wide, at Seascape of Sanibel, A Condominium, lying in Section 34, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which strip is described as follows:

From the southwest corner of the southwest quarter (SW-1/4) of the southeast quarter (SE-1/4) of Section 27, Township 46 South, Range 22 East run S 88° 30' 05" W along the south line of said Section 27 and the north line of Section 34 for 569.76 feet to the northwest corner of lands described in deed recorded in Official Record Book 687 at Page 437, Lee County Records; thence run S 01° 06' 05" E along the west line of said lands for 80.69 feet to the southwesterly line of West Gulf Drive, 80.00 feet wide; thence continue S 01° 06' 05" E along said west line for 405 feet, more or less, to a point 22.50 feet east of an existing sanitary manhole and a Point of Beginning of the herein described strip. From said Point of Beginning continue S 01° 06' 05" E for 5.00 feet; thence run S 88° 53' 55" W for 32.50 feet; thence run N 01° 06' 05" W for 10.00 feet; thence run N 88° 53' 55" E for 32.50 feet; thence run S 01° 06' 05" E for 5.00 feet to the Point of Beginning.

Michael L. Harmon
 Michael L. Harmon
 Professional Land Surveyor
 Florida Certificate No. 12904

MLH/pd
 18788

CHARMAN
 ARCHIE T. GRANT, JR.

PRESIDENT
 FORREST H. BANKS

JOSEPH W. EBNER
 STEVEN K. MORRISON
 ANDREW D. TILTON
 JEFFREY C. COONER

DAN W. DICKEY
 KENTON R. KEILING
 GEORGE J. KALAL
 MICHAEL L. HARMON
 THOMAS L. FENDLEY
 W. DAVID KEY, JR.
 W. BRITT POMEROY
 CARL A. BARRACO
 GARY R. BULL
 KEVIN M. WINTER

CONSULTANT
 LESTER L. BULSON

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME personally appeared John Armenia, as President of Wedgewood of Sanibel Development Corporation, A Florida Corporation, to me well known and known to me to be the person described in and who executed the foregoing Grant of Sewer Line Easement and Right To Connect and Covenant To Repair And Maintain, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of July, A. D. 1991.

Joseph Brodeur
Notary Public
My Commission expires 10/5/93

Joy Brodeur

STATE OF New Jersey

COUNTY OF Bergen

BEFORE ME personally appeared Martin Gallagher, as President of Seascape Condominium Association, Inc., A Florida Corporation Not For Profit, to me well known and known to me to be the person described in and who executed the foregoing Grant of Sewer Line Easement and Right To Connect and Covenant To Repair And Maintain, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of August, A. D. 1991.

Gina a Carosella
Notary Public
My Commission expires:

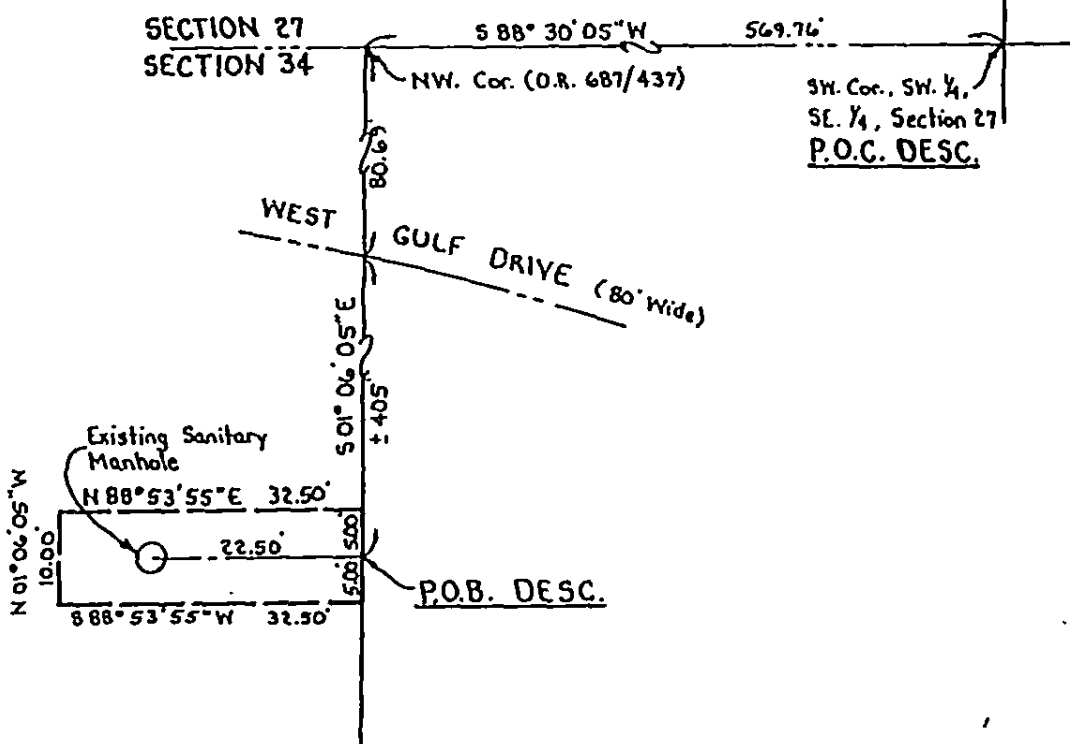
GINA A. CAROSELLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCTOBER 23, 1994

OR2502 PG2474

DESCRIPTION
SANITARY SEWER LINE EASEMENT
SEASCAPE OF SANIBEL
SECTION 34, T. 46 S., R. 22 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A strip of land for sanitary sewer line easement purposes, 10.00 feet wide, at Seascape of Sanibel, A Condominium, lying in Section 34, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which strip is described as follows:

From the southwest corner of the southwest quarter (SW-1/4) of the southeast quarter (SE-1/4) of Section 27, Township 46 South, Range 22 East run S 00° 30' 05" W along the south line of said Section 27 and the north line of Section 34 for 569.76 feet to the northwest corner of lands described in deed recorded in Official Record Book 687 at Page 437, Lee County Records; thence run S 01° 06' 05" E along the west line of said lands for 80.69 feet to the southwesterly line of West Gulf Drive, 80.00 feet wide; thence continue S 01° 06' 05" E along said west line for 405 feet, more or less, to a point 22.50 feet east of an existing sanitary manhole and a Point of Beginning of the herein described strip. From said Point of Beginning continue S 01° 06' 05" E for 5.00 feet; thence run S 88° 53' 55" W for 32.50 feet; thence run N 01° 06' 05" W for 10.00 feet; thence run N 88° 53' 55" E for 32.50 feet; thence run S 01° 06' 05" E for 5.00 feet to the Point of Beginning.



NOTES

1. This sketch is not valid without embossed seal.
2. Bearings shown are based on ties to DNR Coastal Construction Control Monuments R-144 and R-145.

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION
SEWER LINE EASEMENT
SEASCAPE OF SANIBEL
SECTION 34, TWP. 46 S, RGE. 22 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

Michael L. Harmon
 MICHAEL L. HARMON
 Professional Land Surveyor
 Florida Certificate No. 2904

JOHNSON ENGINEERING, INC. CIVIL ENGINEERS - LAND SURVEYORS			
2116 JOHNSON STREET, FORT WORTH, TEXAS 76104	2500-1000, PHONE 817-354-0040		
DATE June 12, 1991	PROJECT NO. 18788	FILE NO. 34-46-22	SCALE 1" = 20'
			SHEET 1 of 1

15⁰⁰

3429446

DECLARATION OF DENSITY ALLOCATION

Pursuant to the requirements of the City of Sanibel for issuance of Development Permit No. 91-8954 DP and Development Permit No. 91-8955 DP, and further pursuant to Section I.F.4.a.(5) of the Land Development Code of the City of Sanibel, Wedgewood of Sanibel Development Corporation, A Florida Corporation, hereby executes, files, and records this Declaration of Density Allocation confirming that the real property described in the Development Permit Application, referred to above, and as more particularly described as follows:

A tract or parcel of land on Sanibel Island, Lee County, Florida, as more particularly described on Schedule "A", attached hereto and made a part hereof,

has been utilized to the full extent of the residential density allocated to that parcel.

This Declaration of Density Allocation confirms that the Development Permit Application, referred to above, has awarded and assigned eighteen (18) dwelling units, or condominium units, to the land, which eighteen (18) dwelling units, or condominium units, will be used in the construction of that multi-family development known as Wedgewood of Sanibel, A Residential Condominium.

IN WITNESS WHEREOF, Inc., Wedgewood of Sanibel Development Corporation, A Florida Corporation, Developer of Wedgewood

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

of Sanibel, has caused this Declaration of Density Allocation to be signed in its name by its President, its corporate seal affixed, this 27th day of July, 1993.

Judy K. Brodeur
Witness
Printed Name of Witness:

WEDGEWOOD OF SANIBEL
DEVELOPMENT CORPORATION,
A Florida Corporation

Judy K. Brodeur

Richard John Brodeur
Witness

By: John Armenia (SEAL)
John Armenia, President

Printed Name of Witness:
Richard John Brodeur

STATE OF FLORIDA
COUNTY OF LEE

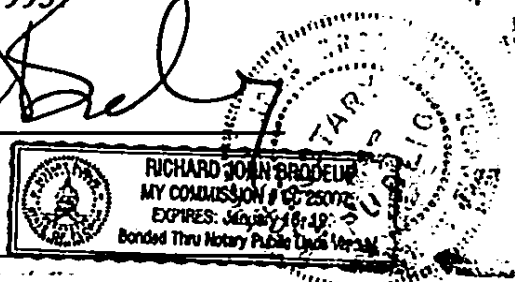
I HEREBY CERTIFY that on this day JOHN ARMENIA, as President of Wedgewood of Sanibel Development Corporation, A Florida Corporation, personally appeared before me, the undersigned Notary Public, an officer duly authorized to administer oaths and take acknowledgments. JOHN ARMENIA, as President of Wedgewood of Sanibel Development Corporation, A Florida Corporation,

- known personally to me, or
- having produced as identification a passport, driver's license, or other photo identification, pursuant to Florida Statute 117.05(5)(b)2.c.(I-V),

and acknowledged to and before me that he is the individual described in and who executed the foregoing Declaration of Density Allocation as said officer of and on behalf of said Corporation, freely and voluntarily for the purposes therein expressed, and the said Declaration of Density Allocation is the act and deed of said Corporation.

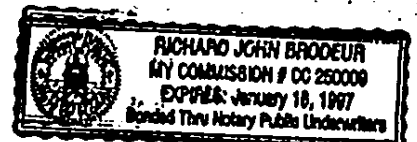
WITNESS my hand and official seal at Sanibel Island, County of Lee, and State of Florida, this 27th day of July, A. D. 1993

Richard John Brodeur
Notary Public signature



Printed Name of Notary

My Commission Number is:
My Commission expires:



JOHNSON ENGINEERING, INC.

OR 2410 PG 0645 QR 2502 PG 2477
CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3881
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

September 27, 1991

DESCRIPTION
SECTION 34, T. 46 S., R. 22 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

CARLE JOHNSON
1911-1968

A tract or parcel of land located in Section 34, Township 46 South, Range 22 East, City of Sanibel, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the southwest quarter (SW-1/4) of the southeast quarter (SE-1/4) of Section 27, Township 46 South, Range 22 East run S 88° 29' 52" W along the south line of said Section 27 and the north line of said Section 34 for 369.76 feet to a 4" x 4" concrete post marking the Point of Beginning.

From said Point of Beginning continue along said section line S 88° 29' 52" W for 200.00 feet; thence run S 01° 06' 18" E and parallel with a southerly prolongation of the north and south quarter section line of said Section 27 passing a concrete post at 80.69 feet and a 3/4" pipe with cap LB-642 at 634.30 feet for 905 feet, more or less, to the Mean High Water Line of the Gulf of Mexico; thence run southeasterly along the Mean High Water Line of the Gulf of Mexico to an intersection with a line through the Point of Beginning parallel with the above-mentioned prolongation of the north and south quarter section line of said Section 27; thence run N 01° 06' 18" W along said parallel line passing a concrete monument at 270.8 feet for 977.4 feet, more or less to the Point of Beginning.

LESS and EXCEPT the right-of-way of West Gulf Drive (80 feet wide) over and across the north edge of the herein described tract or parcel.

Containing 3.92 acres, more or less.

Bearings hereinabove mentioned are based on ties to Department of Natural Resources Coastal Construction Control Monuments A-05 and A-06-2.

CHARMAN
ARCHIE T. GRANT, JR.


PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER
STEPHEN W. ADAMS
PATRICIA H. NEWTON

CONSULTANT
LESTER L. BOLSON

WBP/pd
18788


W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

SCHEDULE "A"

CHARLE GREEN LEE CIV. FL.
93 JUL 29 PM 3:40

CHARLE GREEN LEE CIV. FL.
94 MAY 23 PM 1:35