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DECLARATION OF CONDOMINIUM OF SANCTUARY GOLF VILLAGES I, A CONDOMINIUM

This DECLARATION OF CONDOMINIUM made this 3rd day of August, 1993, by ECOVENTURE SANIBEL, a Florida general partnership (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Lee County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon the land from time to time multi-unit residential buildings, housing up to, but not exceeding, thirty-six (36) Condominium Units and related facilities; and

WHEREAS, the Developer desires to submit portions of land and said residential buildings with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is SANCTUARY GOLF VILLAGES I, A CONDOMINIUM.

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of SANCTUARY GOLF VILLAGES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium Unit Owner.

(c) Association. Association means SANCTUARY GOLF VILLAGES I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the operation of the Condominium and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.

(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. That portion of the Condominium Property not included in the Condominium Units, and all other property declared as Common Elements in the Condominium Act,

THE CONDOMINIUM DRAWINGS, REDUCTIONS OF WHICH ARE ATTACHED HERETO AS EXHIBIT B, ARE RECORDED IN CONDOMINIUM PLAT BOOK 19, PAGE 88, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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specifically including but not limited to those items set forth in Paragraph 9 of this Declaration.

(h) Common Facilities or Association Property. Any real property or improvements thereon owned by the Association for the use and benefit of the Condominium Unit Owners.

(i) Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus. The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(k) Condominium. SANCTUARY GOLF VILLAGES I, A CONDOMINIUM, which is formed pursuant to this Declaration.

(l) Condominium Form of Ownership. That form of ownership of real property created pursuant to the provisions of Chapter 718, Florida Statutes, the "Condominium Act", and which is composed of Condominium Units that may be owned by one or more persons, and, appurtenant to each Condominium Unit, an undivided share in the common elements.

(m) Condominium Act. Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium.

(n) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(o) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership.

(p) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(q) Construction Lender. Any lender financing the construction of the improvements on the Condominium Property.

(r) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Declaration of Covenants Restrictions for The Sanctuary at Wulfert Point. The Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point Community Association, Inc., recorded or to be recorded in the Public Records of Lee County, Florida, as may be further amended and/or modified from time to time.

(t) Developer. A person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business but does not include an owner or lessee of a condominium or cooperative unit who has acquired his unit for his own occupancy, nor does it include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the Association has been transferred to the unit owners if, following the conversion the unit owners will be the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion.

(u) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan

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association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, Federal or State agency, insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(v) Limited Common Elements. Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others. The Limited Common Elements appurtenant to each Condominium Unit shall include but not be limited to one (1) assigned covered parking space for each Condominium Unit and the storage area for each Condominium Unit as more particularly described in the Survey, Graphic Description and Plot Plan described in Exhibit B and all exterior Condominium Unit walls, which walls are reserved for the exclusive use of the owners of the Condominium Units to which they respectively adjoin and any air conditioning and heating system exclusively serving that Condominium Unit which is located outside of the Condominium Unit.

(w) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(x) Master Association. The Sanctuary at Wulfert Point Community Association, Inc., a Florida not for profit corporation, its successor and assigns.

(y) Member. An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(z) Unit Owner or Owner of a Condominium Unit. The owner of a fee simple estate in a Condominium Parcel.

(aa) Units. Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit B. Each Condominium Unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of exterior perimeter walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Condominium Unit, (4) patio window panes, sliding glass door panes, and other doors bounding the Condominium Unit, and (5) all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Condominium Unit. Notwithstanding any provision to the contrary, no pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall be deemed to be part of any Condominium Unit.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The following property is hereby submitted to the Condominium Form of Ownership:

The lands lying and being situate in Lee County, Florida, as more particularly set forth in Exhibit A,

attached hereto, together with all improvements erected or installed thereon, including but not limited to, six (6) buildings. Buildings 1, 2, 3, 4, 5 and 6 will each contain six (6) units for a total of thirty-six (36) units. Each Building will each contain (i) three (3) three bedroom, two and one-half bath units with approximately 2,348 square feet of living area, and (ii) three (3) three bedroom, three bath units with approximately 2,757 square feet of living area. The Condominium Property will also include the Common Elements and Limited Common Elements described herein.

The Common Elements will be used exclusively by the Condominium Unit Owners, guests of the Condominium Unit Owners and residents of Condominium Units in SANCTUARY GOLF VILLAGES I, A CONDOMINIUM. The Condominium Unit Owners shall have an obligation to contribute to the payment of expenses for maintenance, repair, replacement and insurance for the Common Elements and Limited Common Elements constructed as a part of the Condominium, so that all Condominium Unit Owners in the Condominium shall share such costs on an equal pro rata basis. The location of these Common Elements and Limited Common Elements is set forth in Exhibit B to this Declaration. Management and maintenance of the Condominium Property will be performed by the Association unless a management contract is entered into.

4. PROPERTY HELD BY THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC. The Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point recorded in O.R. Book 2328, Page 52, of the Public Records of Lee County, Florida, as may be amended from time to time, provides that every member of the MASTER ASSOCIATION shall have a right of enjoyment and use in and easement to THE SANCTUARY AT WULFERT POINT COMMUNITY ASSOCIATION, INC. Common Area ("MASTER ASSOCIATION Common Area"), which right and easement shall be appurtenant to, and shall pass with the title to, every Condominium Unit subject to the right of the MASTER ASSOCIATION to charge reasonable admission, assessments and other fees for the use of the MASTER ASSOCIATION Common Area and the MASTER ASSOCIATION property. Membership in the MASTER ASSOCIATION is mandatory and automatic with the ownership of real property in The Sanctuary Golf Villages (which would include the ownership of a Condominium Unit in the Condominium). The Declaration of Covenants and Restrictions for The Sanctuary at Wulfert Point provides that every member of the MASTER ASSOCIATION (which includes the Condominium Unit Owners) agrees to pay assessment to the MASTER ASSOCIATION. The assessments are currently determined on a per unit basis, and the amount of such assessments is subject to change. The assessment, together with interest and cost of collection, will be a continuing lien against each Condominium Unit against which assessment is made.

The maximum number of residential units that will use the MASTER ASSOCIATION Common Area is two hundred eighty-eight (288). The MASTER ASSOCIATION is not required to spend any funds for recreational facilities or enlargement of such facilities for the MASTER ASSOCIATION Common Area, except that the MASTER ASSOCIATION is required to accept such additional property that the declarant thereunder conveys, leases or grants a license or other use right in the property to the MASTER ASSOCIATION.

5. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership is set forth in the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey,

Graphic Description and Plot Plan attached hereto as Exhibit B, and made a part hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

6. CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on said Property, so long as such changes do not materially and adversely affect the Condominium Project and so long as such changes do not conflict with other provisions of this Declaration or the Condominium Act.

7. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements as may be required for utility services in order adequately to serve the Condominium Property or any Condominium Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Condominium Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Condominium Unit Owner's permitted use of the Condominium Unit, and except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Condominium Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Condominium Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other

casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Condominium Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for overhanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Condominium Unit Owners and residents of the Condominium, and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit A, their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit A.

(j) Golf Ball Retrieval Easement. Easements are hereby created over those portions of the Condominium Property bordering The Sanctuary Golf Club in favor of the members, guests and invitees of The Sanctuary Golf Club, for the limited purposes of retrieving (but not playing) golf balls that are inadvertently hit onto such portions of the Condominium Property.

(k) Grant of Additional Easements; Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Condominium Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Condominium Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Condominium Unit Owners, or for any other reason or purpose. So long as such

additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Condominium Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Condominium Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Condominium Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

8. DEVELOPER'S UNITS AND PRIVILEGES. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Condominium Units to any person approved by it, subject to the terms of Paragraph 21. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

9. COMMON ELEMENTS. Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in Section 718.108, Florida Statutes, the following items:

(a) Easements through Condominium Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Common Elements; and

(b) Easements of support in every portion of a Condominium Unit which contributes to the support of other Condominium Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Condominium Unit other than the Condominium Unit containing the installation; and

(d) The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements including but not limited to elevators, if any, and stairways, if any; and

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Condominium Units in the condominium; and

(f) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and

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such easements shall continue until such encroachments no longer exist; and

(h) Roads installed on the Condominium property by the Developer or any third party with the approval of the Developer that have not been dedicated to the State of Florida or a political subdivision thereof; and

(i) Sixty (60) covered and twelve (12) uncovered parking spaces.

Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6), Florida Statutes.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

Each Condominium Unit shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one/thirty-sixth (1/36) of one hundred percent.

11. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Condominium Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Paragraph 10 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Condominium Unit Owners in accordance with the provisions set forth in Paragraph 10 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

12. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be SANCTUARY GOLF VILLAGES I CONDOMINIUM ASSOCIATION, INC., the Articles of Incorporation of which are attached hereto as Exhibit C and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit D and are made a part hereof as though set out in full herein.

13. MEMBERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the Purchaser or Transferee shall notify the Association in writing of his interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which Purchaser or Transferee has acquired his interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or

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mortgages held by such party on any Condominium Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Lee County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all Owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Condominium Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Condominium Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each one such Condominium Unit which he or it owns, and may cast one (1) vote for each such Condominium Unit.

(d) There shall be thirty-six (36) voting members consisting of one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the

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Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Condominium Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

14. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of sixty-seven percent (67%) of the Condominium Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the Bylaws, and recorded among the Public Records of Lee County, provided, however, that the property rights of the Condominium Unit Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Condominium Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Condominium Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Condominium Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Condominium Unit Owners unless the affected Condominium Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 14(c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Condominium Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) Notwithstanding the foregoing, no amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or

sharing of Common Expenses as it pertains to each Condominium Unit Owner and/or Condominium Unit.

(e) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the owner of any Condominium Unit shares the common expenses and owns any common surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of Lee County, Florida. This Paragraph may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

15. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property, assessments payable to any other homeowners, or condominium association or other association for the maintenance, repair and/or replacement of roads, sand dunes or other improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 19, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Condominium Unit Owner concerned), charges for utility and water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, expenses and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies

and unforeseen contingencies, and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Condominium Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Condominium Unit Owners in the portions or shares set forth in Paragraphs 10 and 11 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Condominium Unit Owners shall designate when they are due and payable.

(f) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest (as described in Paragraph 16(g) below), shall be secured by a lien against the Condominium Unit, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument, except with respect to a first mortgage of record encumbering a Condominium Unit, in which case the lien shall be effective from and after the recordation of a claim of lien, which shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except as otherwise provided herein.

(g) In addition to the lien rights set forth hereinabove, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.

(h) The holder of a first mortgage of record or the purchaser or purchasers of a Condominium Unit at a foreclosure sale (collectively the "Acquiror") who obtains title to the Condominium Unit as a result of foreclosure of the first mortgage or by a deed in lieu of foreclosure, is liable for the unpaid assessments that become due prior to the Acquiror's receipt of the deed or the certificate of title. However, the Acquiror's liability is limited to assessments for a period not exceeding six (6) months, but in no event shall the Acquiror's liability exceed one percent (1%) of the original mortgage debt. The Acquiror's liability for such expenses or assessments shall not commence until thirty (30) days after the date the first mortgagee received the last payment of principal and interest. In no event shall the Acquiror be liable for more than six (6) months' Common Expenses accrued before the Acquiror's acquisition of title to the Unit or one percent (1%) of the original mortgage debt, whichever amount is less. Any assessment amounts for which an Acquiror is not liable shall be deemed to be Common Expenses collectible from all of the Owners of Condominium Units, including such Acquiror of the Condominium Unit and his successors and assigns. The Acquiror and/or his successors or assigns shall thereafter be obligated to pay that share of the

Common Expenses and assessments attributable to his Condominium Unit after the Acquiror obtains title to the Condominium Unit.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the budget since the Developer guarantees to each Condominium Unit Owner that assessment of Common Expenses of the Condominium imposed upon the Condominium Unit Owner other than the Developer will not exceed Three Hundred Nine Dollars (\$309.00) per unit per month or Three Thousand Seven Hundred Four Dollars (\$3,704.00) per unit per year for the period commencing with the recording of this Declaration and continuing until the expiration of twenty four (24) months from the date of conveyance of the first Condominium Unit to be conveyed to a Condominium Unit Owner other than the Developer or until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer, whichever occurs sooner. During such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Condominium Unit Owners.

17. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Elements.

(2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained and all roads located on the Condominium Property that have not been dedicated and accepted by the State of Florida or a political subdivision thereof.

(4) All Limited Common Elements except as described in subparagraph 17(b) of this Declaration.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Condominium Unit Owner. Each Condominium Unit Owner shall operate, maintain, repair and replace, at the Condominium Unit Owner's expense:

(1) All portions of the Condominium Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Condominium Unit Owner shall be windows, screens on windows and doors on the

exterior of his Condominium Unit, and framing for same and stairways serving said Condominium Unit, if any. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Condominium Unit Owners.

(2) The air conditioning and heating systems exclusively serving the Condominium Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) Any floor covering or any porches, balconies or lanais.

(4) Within the Owner's Condominium Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Condominium Unit Owner.

(5) All property to be maintained, repaired and/or replaced by a Condominium Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Condominium Unit Owner which is inside of the Condominium Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Condominium Unit Owner, or any portion of the Condominium Property.

(6) No Condominium Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Condominium Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(c) At the option of the Association:

The Association may, at its own expense:

(1) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Condominium Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is

necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Condominium Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors;

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Condominium Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Condominium Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property;

(7) To pay any charge, assessment or tax imposed by any improvement district or special taxing district.

18. ENFORCEMENT OF MAINTENANCE. In the event a Condominium Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 17 above, the Association or any other Condominium Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory nonbinding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division.

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Condominium Unit Owner or Institutional Mortgagee holding a first mortgage may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

19. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Condominium Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements, Limited Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests. Condominium Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that

payments for losses made by the insurer shall be paid to the Association. All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Condominium Unit Owners. Each Condominium Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses. The insurance coverage acquired by the Association does not protect a Condominium Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings or ceilings coverings. It shall be the obligation of the individual Condominium Unit Owner to purchase and pay for any insurance covering such risks.

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(b) Coverage.

(1) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and 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 Condominium Property.

(2) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit Owners as a group.

(3) Workers' compensation coverage to meet legal requirements.

(4) Flood insurance coverage to meet legal requirements.

(5) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including but not limited to insurance of the officers and directors against liability arising in connection with their duties.

(c) Premiums. Premiums upon such insurance policies shall be a Common Expense. If any policy of insurance is canceled, the Association shall give notice to each mortgagee listed in the roster of mortgagees.

(d) Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as agent for the Condominium Unit Owners and their mortgagees. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the Condominium Unit Owners and their mortgagees in the following shares:

(1) Condominium Unit Owners. An undivided share for each Condominium Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Condominium Unit.

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be

held in trust for the mortgagee and the Condominium Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association is such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Condominium Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Condominium Unit Owner and mortgagee.

(e) Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(f) Association as agent. The Association is irrevocably appointed agent for each Condominium Unit Owner and for each holder of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(g) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Condominium Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Condominium Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Condominium Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Condominium Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Condominium Unit Owners and mortgagees have consented to such termination.

(h) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(i) Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

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(j) Assessments, determination of sufficiency of funds.

If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Condominium Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(k) Disbursement of Funds.

The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Condominium Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium.

If the Condominium is terminated, either by agreement after Lesser Damage or by failure of the Condominium Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Condominium Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Condominium Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium Unit bears to the total of these cost in all damaged Condominium Units provided, however, that no Condominium Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Condominium Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Condominium Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage.

If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

a. If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Association upon the order of the Association in payment of these costs.

b. If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Association in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

c. If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Condominium Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Condominium Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(1) Benefit of mortgagees.

The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Condominium Unit Owners, and may be enforced by any such

mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Condominium Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.

(m) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Condominium Unit Owners at reasonable times.

## 20. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Escrow Agent. Even though the awards may be payable to Condominium Unit Owners, the Condominium Unit Owners shall deposit the awards with an Escrow Agent, and in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Condominium Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Condominium Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 25 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Condominium Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(1) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Condominium Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Condominium Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the Condominium Unit shall

be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid jointly to all Condominium Unit Owners and the mortgagees of Condominium Units not tenantable and in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(2) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Condominium Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Condominium Unit Owners. This shall be done by restating the shares of continuing Condominium Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Condominium Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Condominium Unit Owners who will continue as owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Condominium Unit Owners in the Common Elements after the changes effected by the taking.

(5) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Condominium Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Condominium Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Condominium Unit Owner, and one by the appraiser so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Condominium Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

21. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. In order to insure a community of congenial residents and thus protect the value of the Condominium Units, the sale, leasing, rental and transfer of Condominium Units by any Owner shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers. There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium.

(b) Leasing Restrictions. No Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Chapter 509, Florida Statutes, nor shall any Condominium unit be leased for a period of less than ninety (90) days nor leased more than three (3) times per calendar year nor shall any Condominium Unit be used or sold on a "time share basis".

(c) Corporate or Partnership Purchaser or Lessee. The purchaser or lessee of a Condominium Unit may be a corporation or general partnership or limited partnership.

22. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to the Condominium Unit Owner's share in the Common Elements and the Limited Common Elements and his Association membership.

23. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

**THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.**

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons residing in the Condominium Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Condominium Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner will be permitted outside the confines of the Condominium Unit Owner's Unit.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

(f) No Owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

(g) Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Condominium Unit Owner or person in charge of such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(j) Soliciting is strictly forbidden. Condominium Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

(k) No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Condominium Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and

regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

(m) Each Condominium Unit Owner or resident shall allow the Board of Directors or the agents and employees of the Association to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(n) Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed in Lee County, Florida.

(o) All garbage trash containers shall be located within designated closed in areas in such a manner as to be out of view of the street and neighboring and adjacent units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of this Declaration.

(r) Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

(s) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(t) Commonly accepted household pets such as dogs, cats and pet birds may be kept by the Condominium Unit Owner but not by tenants of the Condominium Unit; however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained on the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept.

(u) A change in the design, material or location of all exterior mail boxes must first be approved in writing by the Board of Directors.

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

OR 24 12 Pg 1887

(w) Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by the Board of Directors.

(x) Personal property of Condominium Unit Owners including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit except when in use.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements, and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

24. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit A hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Buildings to any of the residents of the Condominium, while such uncompleted Buildings are under construction and development. No Condominium Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Condominium Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

25. TERMINATION. The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of all Condominium Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Lee County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Condominium Unit Owners in the same undivided shares as each Condominium Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share

in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

26. COVENANTS. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Condominium Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

27. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

28. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

29. THE SANCTUARY GOLF CLUB. Each Condominium Unit Owner is required to purchase, at the time the Unit Owner takes title to his Condominium Unit, an equity membership in The Sanctuary Golf Club (the "Golf Club"). The initiation fees and dues and all other fees and charges associated with such memberships are established by, and subject to change without notice at the discretion of, The Sanctuary Golf Club, Inc., a Florida corporation not for profit, the Golf Club owner.

30. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 14, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

31. NOTICE TO INSTITUTIONAL MORTGAGEES. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

32. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

(a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statement of the Association.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by the proper officers of its managing general partner thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered in the presence of:

ECOVENTURE SANIBEL, a Florida general partnership

By: Ecoventure Sanibel, Inc., a Florida corporation, Managing General Partner

By: Edward R. Oelschlaeger  
Edward R. Oelschlaeger, President

(CORPORATE SEAL)

Address: 601 Bayshore Boulevard  
Suite 960  
Tampa, Florida 33606

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of August, 1993, by Edward R. Oelschlaeger, as President of Ecoventure Sanibel, Inc., a Florida corporation, Managing General Partner of ECOVENTURE SANIBEL, a Florida general partnership, on behalf of the corporation and on behalf of the general partnership. Edward R. Oelschlaeger is personally known to me.

Carolyn C. Kerr  
NOTARY PUBLIC  
Name: Carolyn C. Kerr  
Serial Number: 329516  
My Commission Expires: 2-16-94

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES FEB. 16, 1994.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

3099-053-89182.02

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of Government Lot 1, Section 11, Township 46 South, Range 21 East, and a portion of Government Lot 9, Section 2, Township 46 South, Range 21 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 11, thence S00°00'15"W, along the Easterly boundary of said Section 11, a distance of 233.88 feet; thence N89°59'45"W a distance of 15.69 feet; thence S88°05'52"W a distance of 50.15 feet to the Point of Beginning, said point also being a point on the arc of a non-tangent circular curve concave to the Northwest (a radial line through said point bears N87°21'47"W); thence Southwesterly along the arc of said curve, having for its elements a radius of 825.00 feet, a central angle of 12°56'54", a chord distance of 186.05 feet, a chord bearing of S09°06'40"W, an arc distance of 186.44 feet to a point of reverse curvature of a tangent circular curve concave to the Southeast; thence Southwesterly along the arc of said curve, having for its elements a radius of 375.00 feet, a central angle of 21°55'08", a chord distance of 142.58 feet, a chord bearing of S04°37'33"W, an arc distance of 143.46 feet; thence N57°35'26"W a distance of 237.91 feet; thence N12°41'47"E a distance of 101.32 feet; thence N07°40'36"E a distance of 109.88 feet; thence N00°11'30"W a distance of 119.48 feet; thence N07°47'56"W a distance of 100.79 feet; thence N26°33'49"W a distance of 117.99 feet; thence N29°49'48"W a distance of 116.66 feet; thence N61°36'59"E a distance of 200.41 feet; thence S31°48'59"E a distance of 117.35; thence Southeasterly along the arc of a tangent circular curve concave to the Southwest, having for its elements a radius of 575.00 feet, a central angle of 27°32'05", a chord distance of 273.68 feet, a chord bearing of S18°02'57"E, an arc distance of 276.33 feet; thence S04°16'54"E a distance of 71.50 feet; thence Southerly along the arc of a curve concave to the West, having for its elements a radius of 825.00 feet, a central angle of 06°55'07", a chord distance of 99.56 feet, a chord bearing of S00°49'20"E, an arc distance of 99.62 feet to the Point of Beginning.

Said parcel contains 3.650 acres, more or less.

3099-053-93598

OR2412 PG1891



# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM

## LEGAL DESCRIPTION SANCTUARY GOLF VILLAGES I, A CONDOMINIUM

A portion of Government Lot 1, Section 11, Township 46 South, Range 21 East, and a portion of Government Lot 9, Section 3, Township 46 South, Range 21 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 11, thence  $200^{\circ}00'15''$  W. along the Easterly boundary of said Section 11, a distance of 237.88 feet, thence  $805^{\circ}59'45''$  W. a distance of 15.65 feet, thence  $58^{\circ}05'52''$  W. a distance of 50.15 feet to the point of beginning, said point also being a point on the line of a tangent circular curve concave to the Northeast, said point line through said point bears  $N175^{\circ}17'31''$  W. thence southeasterly along the arc of said curve, having for its elements a radius of 125.00 feet, a central angle of  $12^{\circ}38'54''$ , an chord distance of 188.05 feet, a chord bearing of  $309^{\circ}06'40''$  W. on the distance of 188.05 feet to a point of reverse curvature of a tangent circular curve concave to the Southeast, thence southeasterly along the arc of said curve, having for its elements a radius of 375.00 feet, a central angle of  $21^{\circ}53'08''$ , a chord distance of 142.58 feet, a chord bearing of  $304^{\circ}37'33''$  W. on the distance of 142.58 feet, thence  $N57^{\circ}35'26''$  W. a distance of 237.91 feet, thence  $N12^{\circ}41'47''$  E. a distance of 101.32 feet, thence  $N07^{\circ}40'38''$  E. a distance of 109.88 feet, thence  $N00^{\circ}11'30''$  W. a distance of 117.48 feet, thence  $N02^{\circ}49'48''$  W. a distance of 100.19 feet, thence  $N28^{\circ}33'49''$  W. a distance of 117.99 feet, thence  $N29^{\circ}49'48''$  W. a distance of 116.66 feet, thence  $N61^{\circ}36'59''$  E. a distance of 200.41 feet, thence  $S31^{\circ}48'59''$  E. a distance of 117.35 feet, thence southeasterly along the arc of a tangent circular curve concave to the Southeast, having for its elements a radius of 375.00 feet, a central angle of  $27^{\circ}32'05''$ , a chord distance of 273.68 feet, a chord bearing of  $518^{\circ}02'57''$  E. on the distance of 273.68 feet, thence  $S04^{\circ}16'44''$  E. a distance of 71.50 feet, thence southerly along the arc of a curve concave to the East, having for its elements a radius of 825.00 feet, a central angle of  $06^{\circ}55'07''$ , a chord distance of 99.66 feet, a chord bearing of  $500^{\circ}49'20''$  E. on the distance of 99.66 feet to the point of beginning.

Said parcel contains 3.650 acres, more or less.

### SURVEYOR'S NOTES

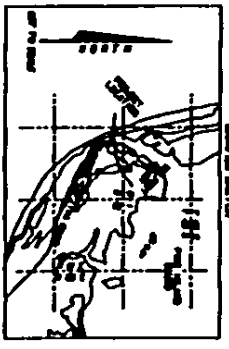
1. Bearings shown hereon are based upon an assumed meridian fixing the Easterly boundary of the Southeast One - Quarter of the Northwest One - Quarter of Section 12, Township 46 South, Range 21 East, Lee County, Florida as  $S 09^{\circ}00'55''$  W.
2. Elevations shown hereon are based on the National Geodetic Vertical Datum of 1929.

### SURVEY CERTIFICATION

We hereby certify pursuant to section 719.10(4)(c) F.S. as amended that the construction of the improvements shown on the attached exhibit is not substantially complete.

POST BUCKLEY SCHUM & JERNIGAN, INC.  
*Richard L. McCarter*

Richard L. McCarter  
Registered Land Surveyor • 3876  
State of Florida



**PRSI**  
 PAUL, BUCKLEY, SCHUM & JERNIGAN, INC.  
 1501 N. W. 10th Avenue, Suite 100  
 Fort Lauderdale, FL 33309  
 954-561-1775

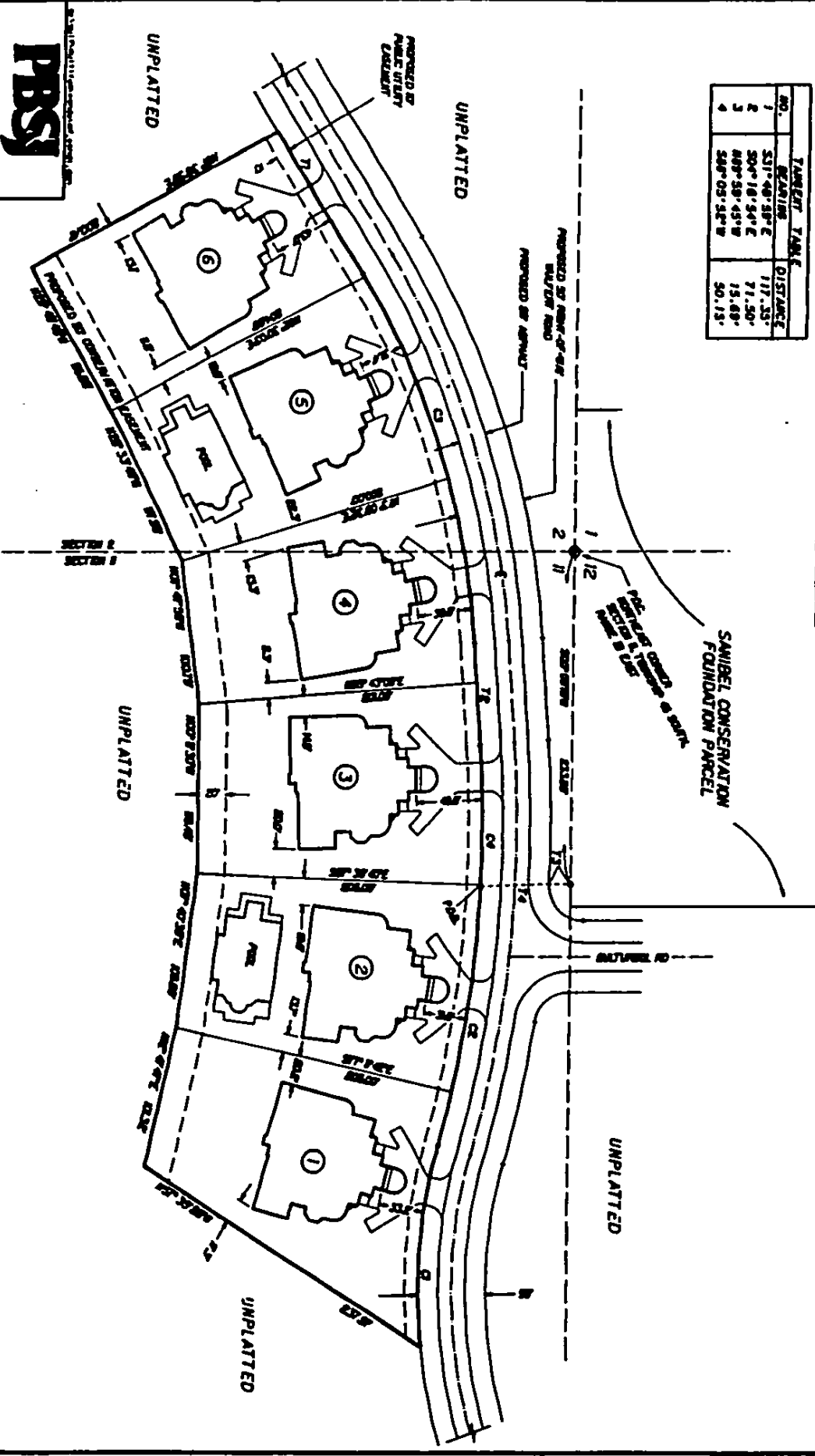
# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



CURVE TABLE		CHORD TABLE	
NO.	RADIUS	CHORD	CHORD BEARING
1	573.00'	21.55'-00"	50° 37' 33" W
2	823.00'	12'-56'-34"	50° 04' 40" W
3	573.00'	27'-32'-05"	51° 25' 57" E
4	823.00'	06'-53'-07"	50° 49' 59" E

TANGENT TABLE		DISTANCE	
NO.	BEARING	117.35'	15.68'
1	S31° 48' 58" E	117.35'	15.68'
2	S04° 18' 54" E	117.35'	15.68'
3	S48° 58' 45" W	117.35'	15.68'
4	S48° 05' 54" W	117.35'	15.68'

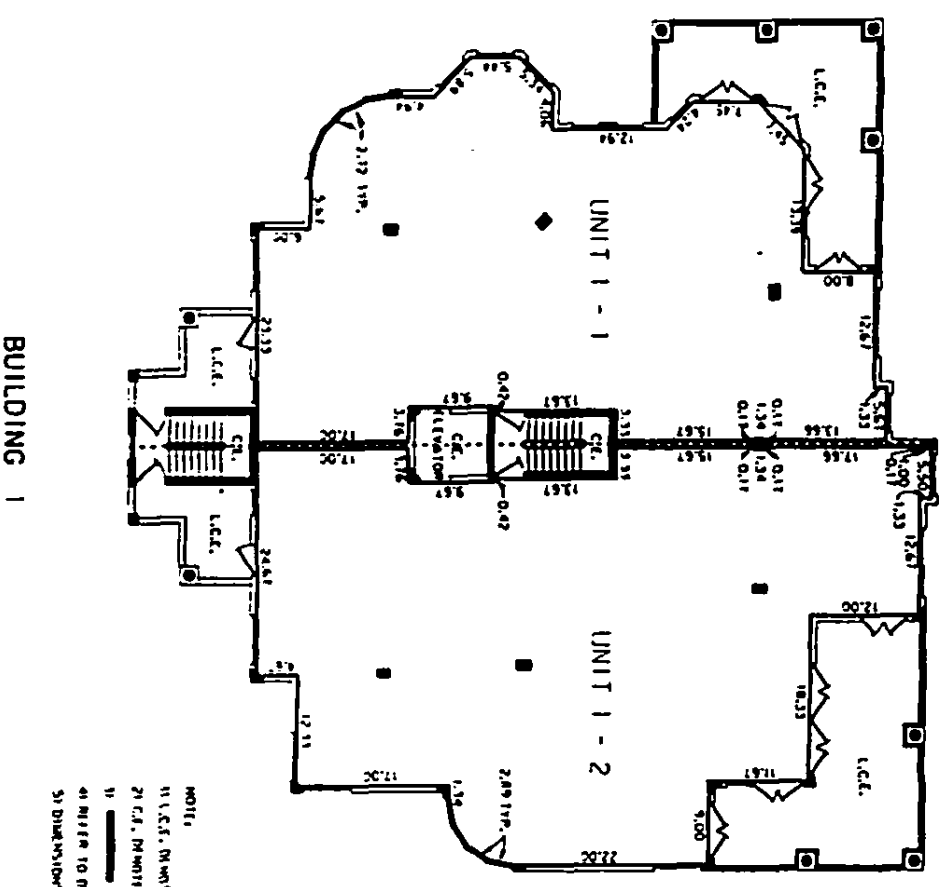
**LEGEND**  
 - - - - - CERTON, INC.  
 P.O.B. - POINT OF BEGINNING  
 P.O.C. - POINT OF COMMENCEMENT



**PRSI**  
 P.O. BOX 1111, SANITARY ENGINEERING, INC.  
 1101 W. 11TH AVENUE, SUITE 1111  
 DENVER, CO 80202



# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



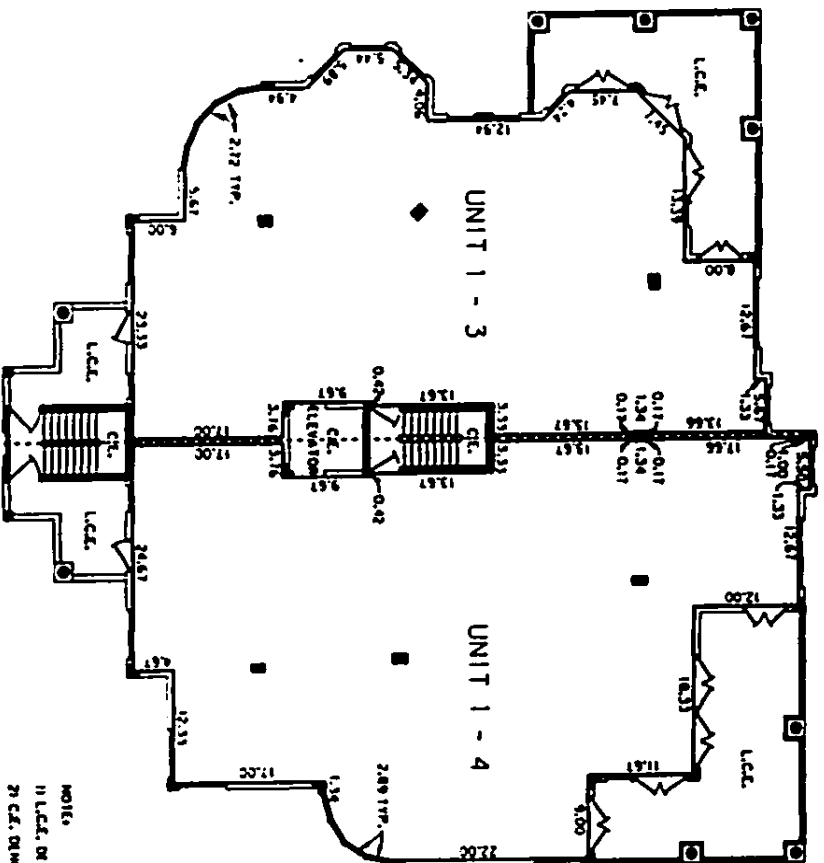
BUILDING 1

- NOTE:
- 1) L.C.E. - ON UNIT'S ILLUSTRATED COMMON SYSTEMS
  - 2) C.A. - IN UNIT'S COMMON ELEMENT
  - 3) DASHES - STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR LIMITS, OR PRIOR TITLE RECORDS
  - 5) DIMENSIONS SHOWN IN RED ARE SUBJECT TO FINAL CONSTRUCTION TOLERANCES
- LOWER UNIT - 22.50  
 LOWER UNIT - 13.89

**PROJ**

PROJ. ARCHIT. & ENGINEERS, INC.  
 1000 W. 10TH AVENUE, SUITE 1000  
 DENVER, CO 80202

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



BUILDING 1

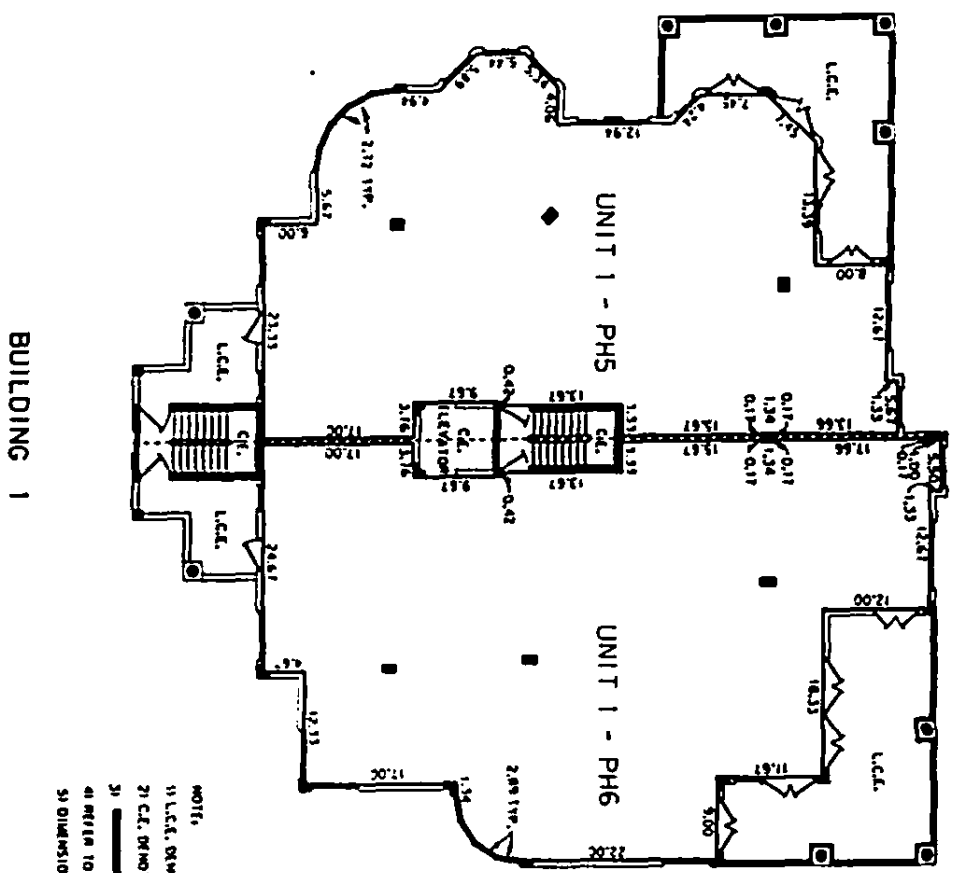
- NOTES:
- 1) L.C.A. DENOTES LIMITED COMMON ELEMENT
  - 2) C.A. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERIMETRICAL BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER UNIT = 31.03  
 LOWER UNIT = 23.11



PBS & J  
 PROFESSIONAL SURVEYING, ENGINEERING & ARCHITECTURE, INC.  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202

# SANCTUARY GOLF VILLAGES I A CONDOMINIUM



BUILDING 1

- NOTES
- 1) L.C.A. DENOTES LIMITED COMMON ELEMENTS
  - 2) C.A. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERMITTED FINISHES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

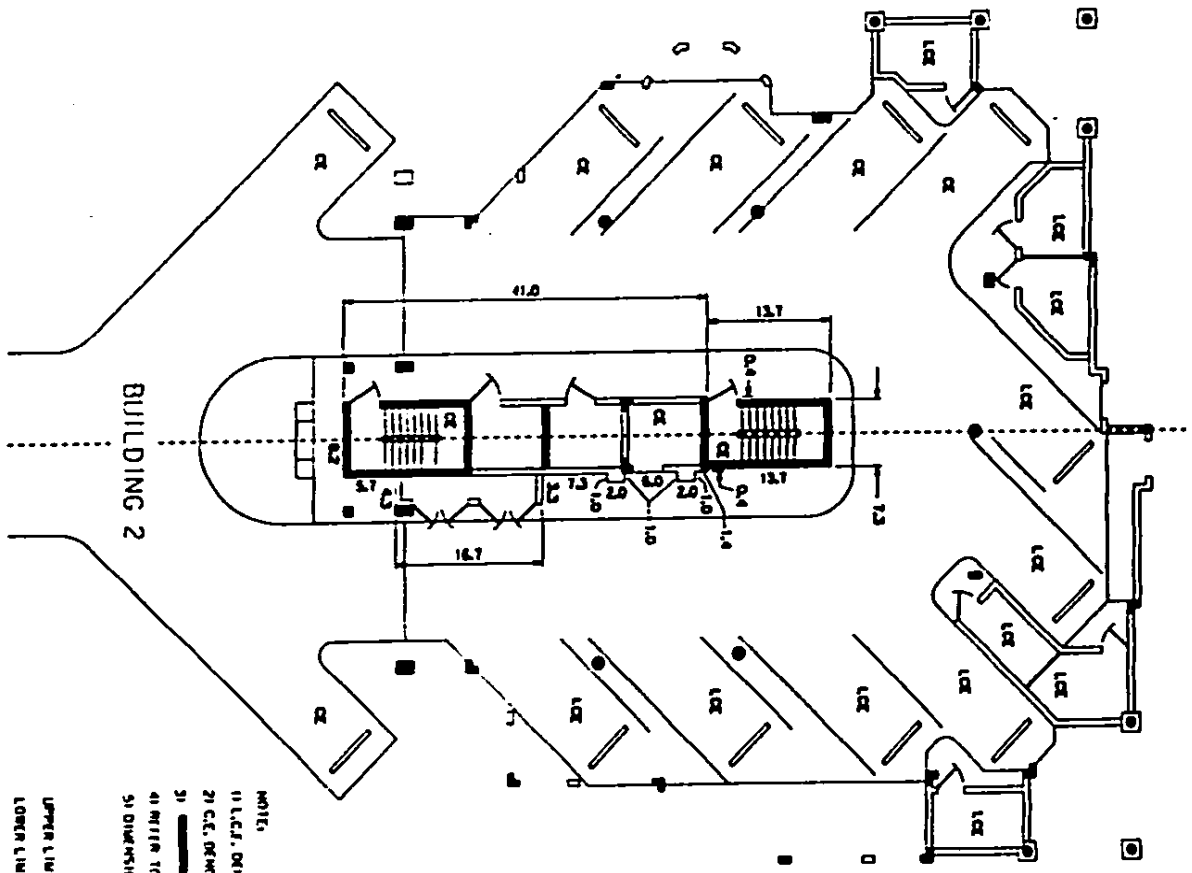
UPPER LIMIT = 41.17  
LOWER LIMIT = 32.50



PROJ. DIRECTOR: KENNETH B. STEINBERG, INC.  
1000 N. W. 10th Avenue, Suite 1000  
Fort Lauderdale, FL 33309 (954) 467-1219

# SANCTUARY GOLF VILLAGES I A CONDOMINIUM

GRAPHIC SCALE  
IN FEET  
0 5 10



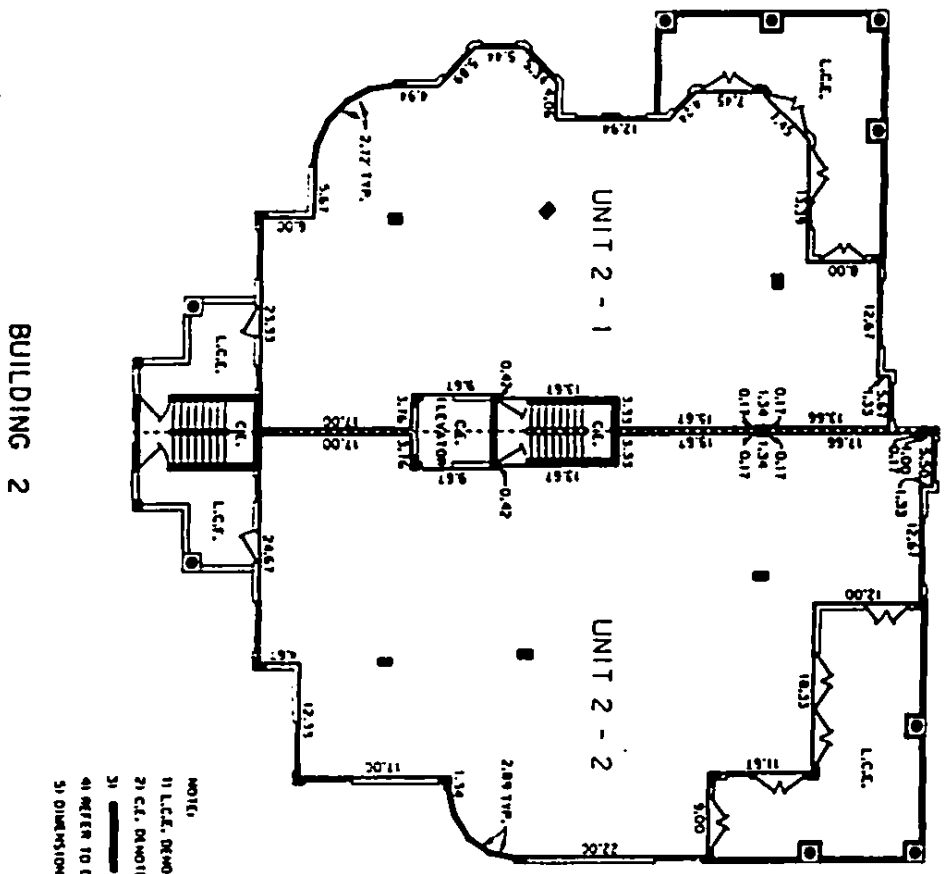
- NOTES:
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.E. DENOTES COMMON ELEMENT
  - 3) DENOTES STRUCTURAL ELEMENT
- 4) REFER TO DECLARATION FOR DEFINITIONS OF PERMITTED ROUNDABOUTS  
5) DIMENSIONS SHOWN BETWEEN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER LIMIT = 13.17  
LOWER LIMIT = 5.50

**PSJ**

PAUL, BARNETT, SCHULZ & ASSOCIATES, INC.  
ARCHITECTS AND ENGINEERS  
10000 WEST 16TH AVENUE, SUITE 1000  
DENVER, COLORADO 80202-3178  
PHONE: 303.755.1200  
FAX: 303.755.1201

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



BUILDING 2

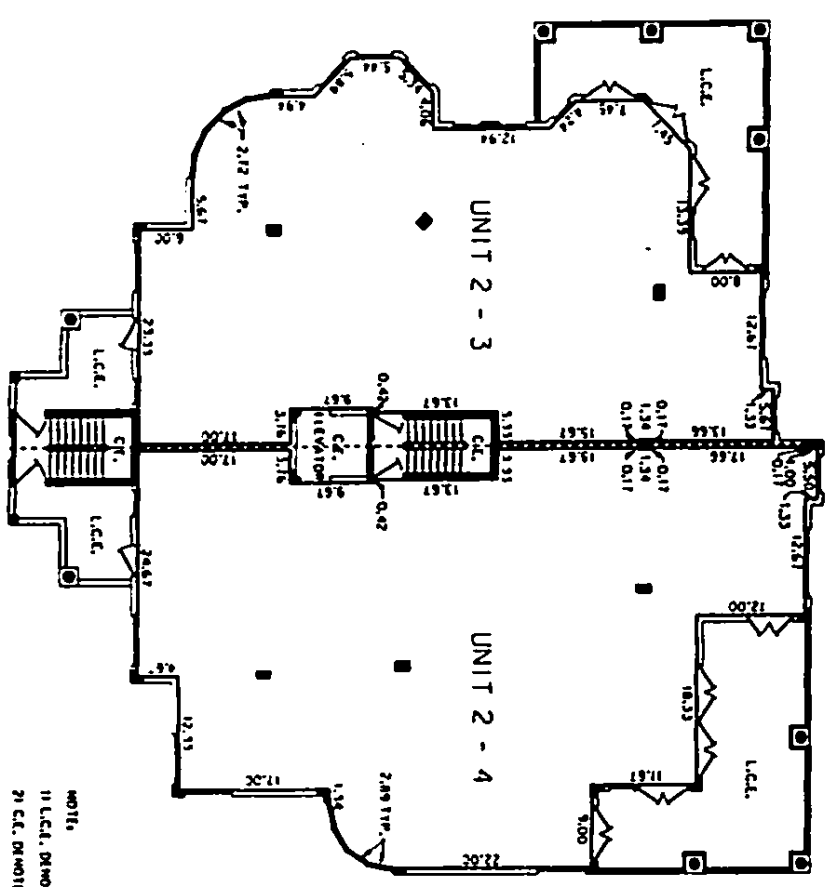
- NOTE:
- 1) L.C.A. DEMOTES LIMITED COMMON ELEMENT
  - 2) C.C. DEMOTES COMMON ELEMENT
  - 3) ——— DEMOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERIMETRICAL BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER LIMIT = 22.50  
LOWER LIMIT = 13.85

**PBSJ**

PROJ. MANAGER, ARCHITECT & ENGINEER, INC.  
 1001 WEST 17TH AVENUE, SUITE 100  
 DENVER, CO. 80202  
 TEL: 333-1111 FAX: 333-1111

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



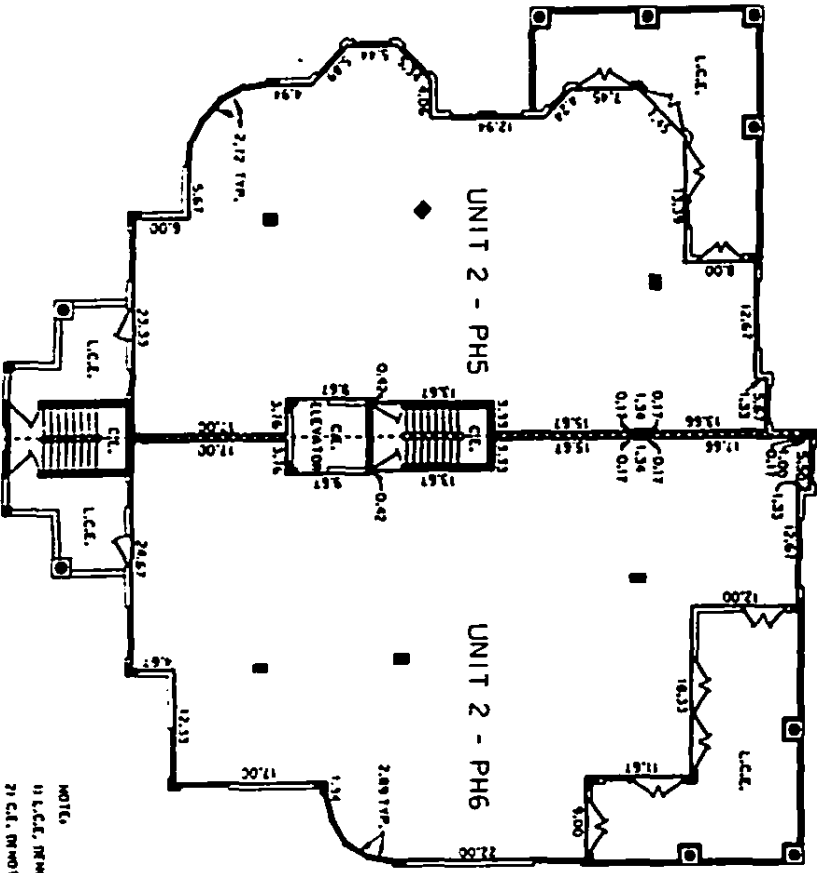
BUILDING 2

- NOTES:
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.A. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERIMETRICAL BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES
- UPPER LIMIT = 3A.B3  
LOWER LIMIT = 2S.17



PAUL, GEORGE, VOGEL & ASSOCIATES, INC.  
 ARCHITECTS  
 5150 WESTMINSTER COURT  
 FORT WORTH, TX 76102 (817) 462-1779

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



BUILDING 2

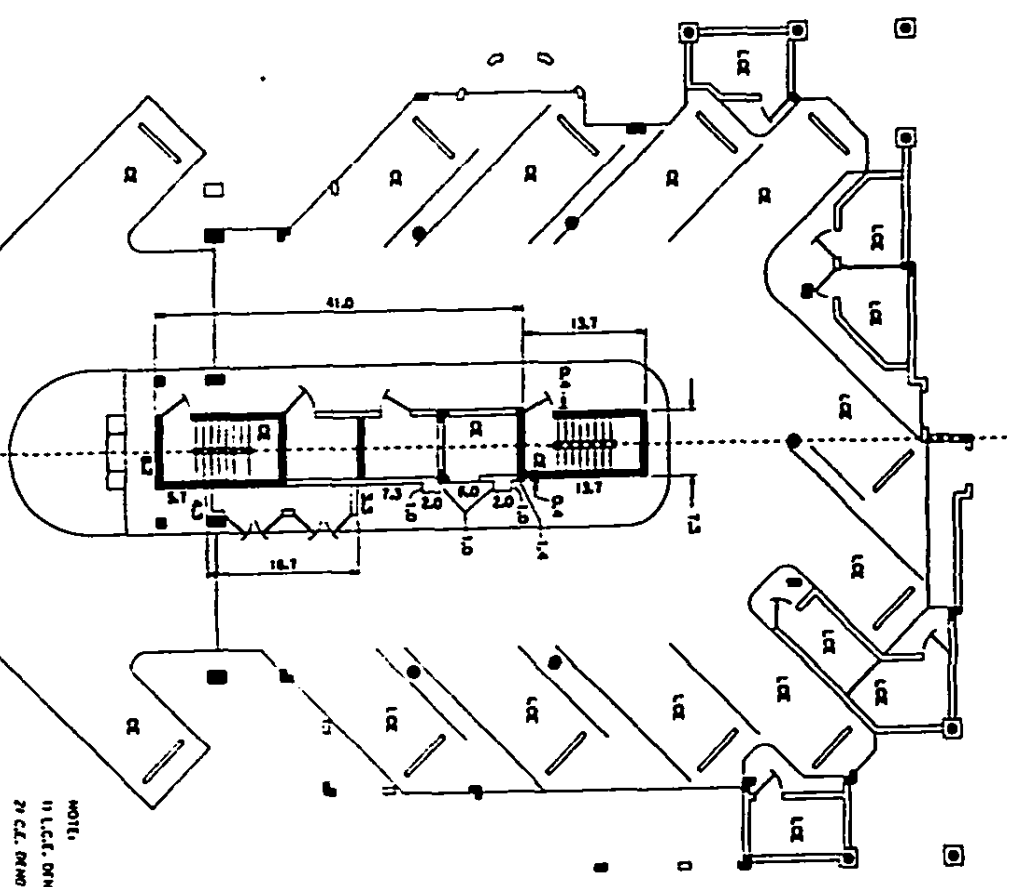
- NOTES
- 1) L.C.E. NOTES LIMITED COMMON ELEMENT
  - 2) C.E. NOTES COMMON ELEMENT
  - 3) ———— OR NOTES SIMILAR ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERMITTED FINISH NOMENCLATURES
  - 5) DIMENSIONS SHOWN WITHIN ARE SUBJECT TO NORMAL CONSTRUCTION VARIATIONS
- UPPER LIMIT = 01.11  
LOWER LIMIT = 27.50

**PBSJ**

PROJ. ARCHITECT, SCHEM & DESIGN, INC.  
ENGINEERING, PLANNING & SURVEYING  
4201 W. 11th St., Suite 100  
Denver, CO 80202-1778

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM

GRAPHIC SCALE  
IN FEET  
0 5 10



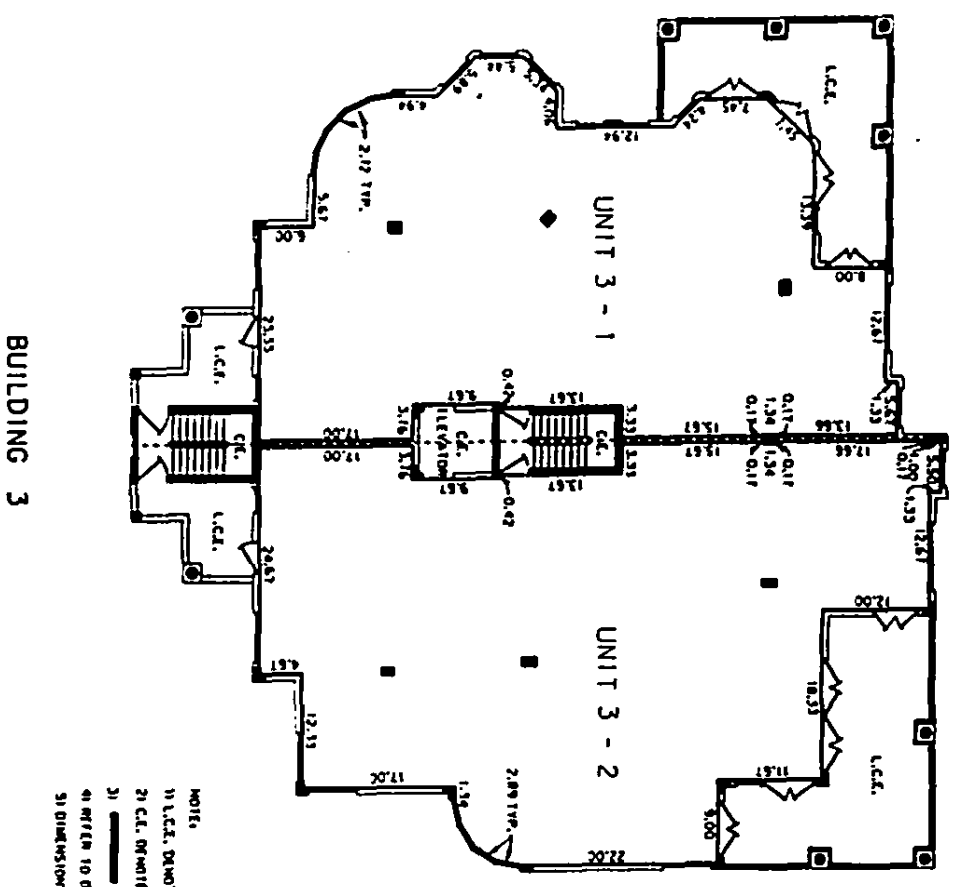
- NOTE:**
- 11 L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 27 C.E. DENOTES COMMON ELEMENT
  - 39 DENOTES SIMULTANEOUS ELEMENT
  - 41 REFER TO RECLARATION FOR DEFINITIONS OF PERIMETRIC BOUNDARIES
  - 51 DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER LIMIT = 13.17  
LOWER LIMIT = 5.50



PROF. BLDG. SVCS., INC. & ASSOCIATES, INC.  
INCORPORATED IN ILLINOIS  
5175 W. 95TH ST.  
CHICAGO, ILLINOIS 60632-2719

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



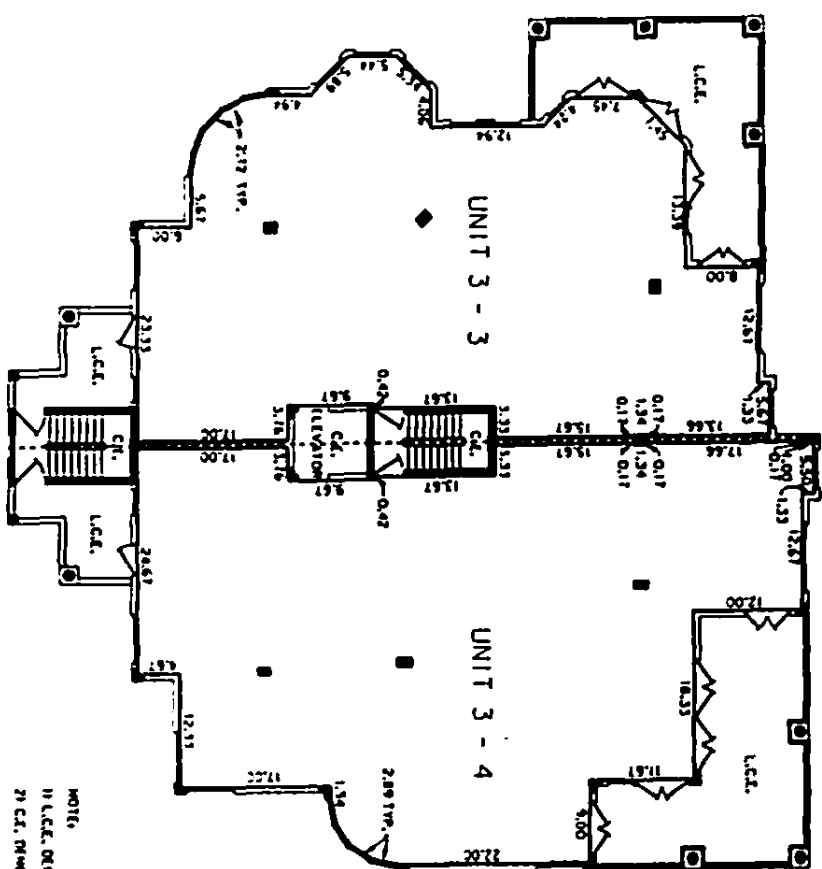
BUILDING 3

- NOTES
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.C. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERMITTED ENCROACHMENTS
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES
- UPPER LIMIT = 22.50  
LOWER LIMIT = 15.83



PROJ. MANAGER: TERRY A. STANLEY, INC.  
1401 N. W. 10TH ST., SUITE 100  
FORT LAUDERDALE, FL 33304  
TEL: 352-453-1700

# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM



BUILDING 3

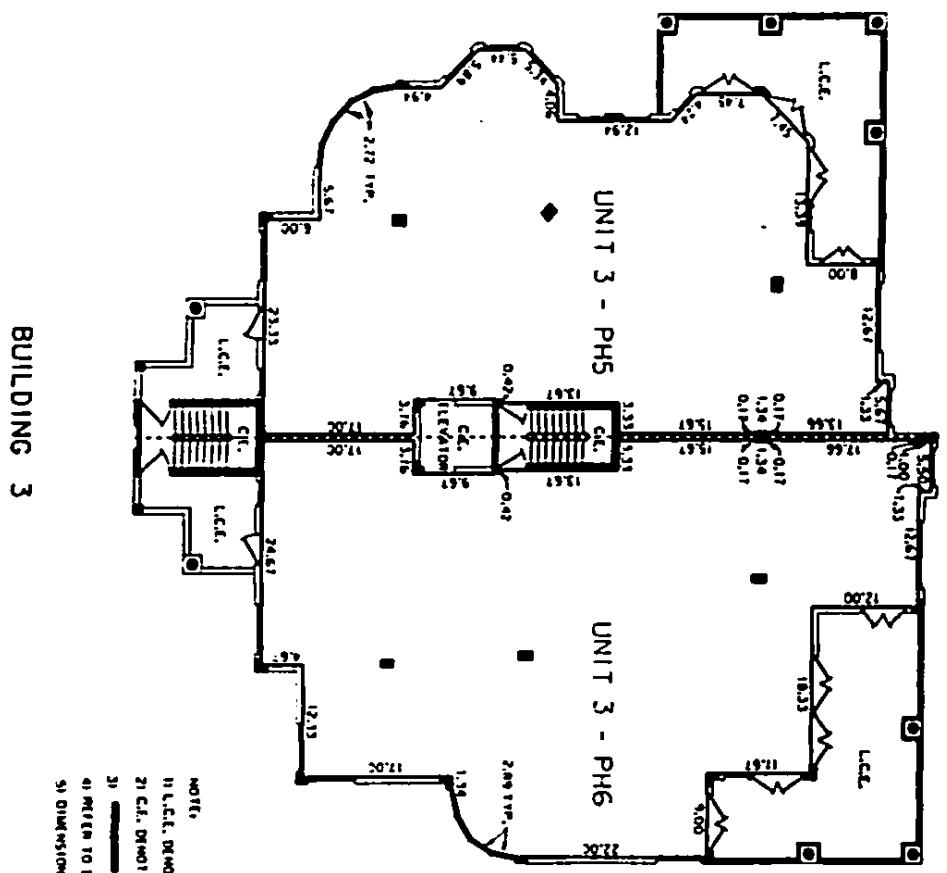
- NOTE:
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.C. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PHYSICAL BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER LIMIT = 31.03  
LOWER LIMIT = 23.17



Professional Services, Inc.  
10000 SW 10th Street, Suite 100  
Miami, Florida 33186  
Tel: 305-551-1234

# SANCTUARY GOLF VILLAGES I A CONDOMINIUM



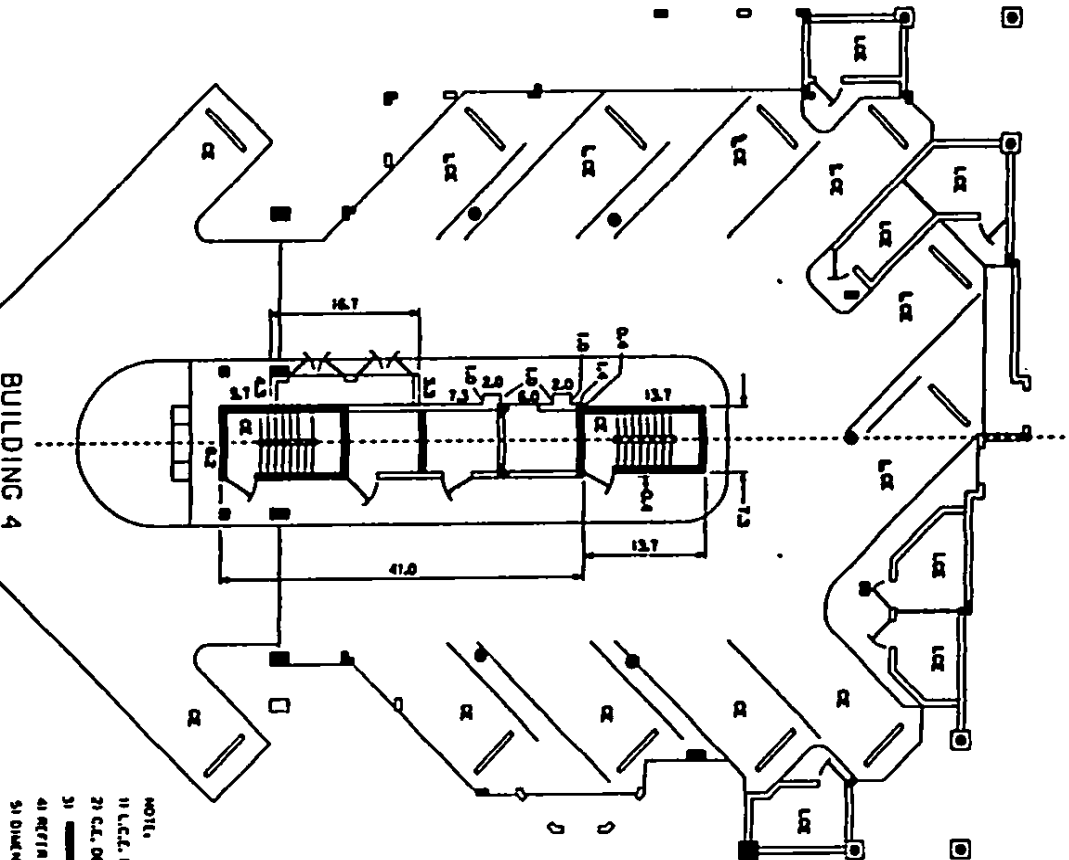
BUILDING 3

- NOTES
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.E. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERIMETRICAL BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES
- UPPER LIMIT = 41.17  
LOWER LIMIT = 37.50



# SANCTUARY GOLF VILLAGES I, A CONDOMINIUM

GRAPHIC SCALE  
IN FEET  
0 5 10



BUILDING 4

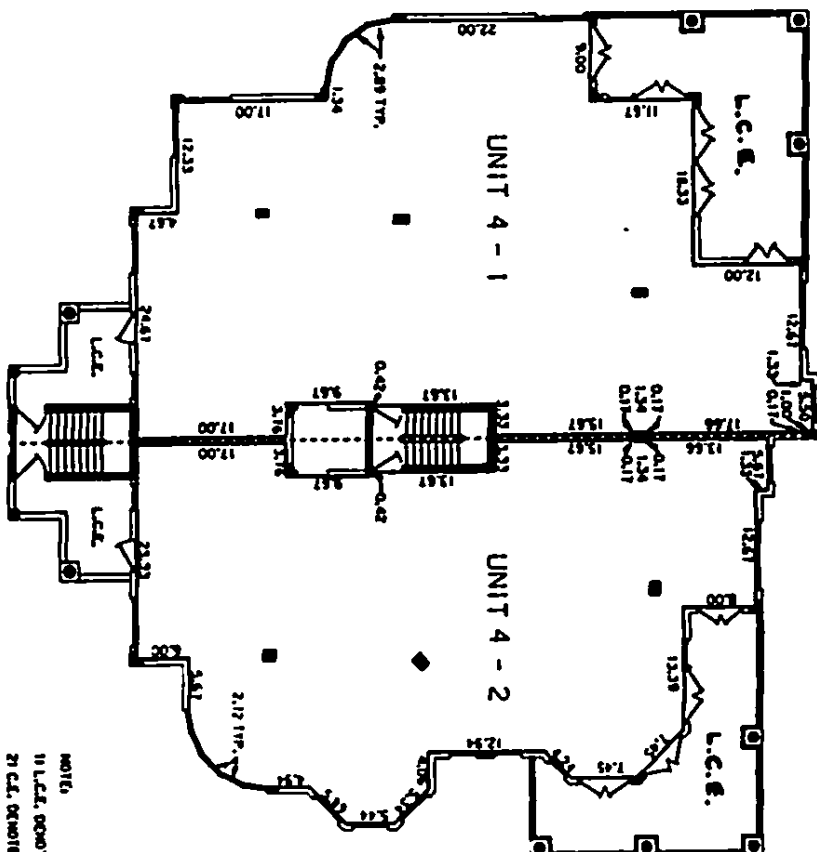
- NOTE:
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.E. DENOTES COMMON ELEMENT
  - 3) ——— DENOTES STRUCTURAL ELEMENT
  - 4) REFERS TO DECLARATION FOR DEFINITIONS OF PRELIMINARY BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES
- UPPER LIMIT = 12.17  
LOWER LIMIT = 5.50

**PSBY**

PLATT, BARTLEY, GONZALES & ASSOCIATES, INC.  
 ARCHITECTS, ENGINEERS & INTERIORS  
 11000 WEST 17th STREET, SUITE 100  
 DENVER, CO 80202  
 (303) 752-7373

SHEET OF

SANCTUARY GOLF VILLAGES I ,  
A CONDOMINIUM



BUILDING 4

- NOTES:
- 1) L.C.E. DENOTES LIMITED COMMON ELEMENT
  - 2) C.E. DENOTES COMMON ELEMENT
  - 3) ———— DENOTES STRUCTURAL ELEMENT
  - 4) REFER TO DECLARATION FOR DEFINITIONS OF PERIMETRIC, BOUNDARIES
  - 5) DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

UPPER LIMIT = 22.50  
LOWER LIMIT = 12.83



PROJ. SPECIALTY, SERVICE & DESIGN, INC.  
DESIGNING, ARCHITECTURE & CONSTRUCTION  
1518 FIVEFORD ROAD, SUITE 100  
DARTMOUTH, VT 05740 802-388-3773

SHEET 07