

**INDIAN CREEK
GOLF VILLAS II
CONDOMINIUM
ASSOCIATION, INC.**

WITNESSES:
(TWO)

INDIAN CREEK GOLF VILLAS UNIT II
CONDOMINIUM ASSOCIATION, INC.

Kristin Penma
Signature
KRISTIN PENMA
Printed Name

BY: William Starr
William Starr, President

Date: _____

Rae Garduno
Signature
RAE GARDUNO
Printed Name

(CORPORATE SEAL)

ATTEST

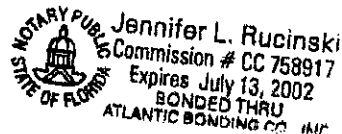
BY: Michael Fouts
Michael Fouts, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19th day of April, 2000 by William Starr as President of Indian Creek Golf Villas Unit II Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) personally known as identification and did take an oath.

Jennifer L Rucinski
Notary Public
Jennifer L Rucinski
Printed Name

My commission expires: 7/13/02
135847_1.DOC



2852248

AMENDMENT TO CONDOMINIUM DECLARATION
OF
INDIAN CREEK GOLF VILLAS UNIT II

Pursuant to the authority reserved by the Developer and the plan of phasing contained in the Declaration of Condominium of INDIAN CREEK GOLF VILLAS UNIT II, A CONDOMINIUM, as per the Declaration thereof recorded in Official Record Book 2152, Page 1027, Public Records of Lee County, Florida, is hereby amended as follows:

1. INDIAN CREEK DEVELOPMENT, INC., a Florida corporation, herein called Developer, on behalf of itself, its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors, and assigns, hereby submits the land located in Lee County, Florida, owned by the Developer and described as follows, to the condominium form of ownership:

LEGAL DESCRIPTION - PHASE I:

See Exhibit "A" attached hereto and made a part hereof.

2. As stated in Paragraph 8 and Exhibit "J" of the original Declaration, each unit shall have a 1/16th share in the common elements upon the recording of this Amendment.

3. The above described Phase 2 property and all improvements located thereon are subject to all the terms and conditions set forth in the Declaration and its exhibits, to which this document is an Amendment.

4. The Plot Plan (Exhibit "B" to the original Declaration) is amended by addition the Plot Plan for Phase 2, a copy of which is attached hereto as Exhibit "B" which contains an identification of each unit by letter, name or number or combination thereof so that no unit bears the same description of any other unit.

THIS AMENDMENT made this 30th day of May, 1990.

Signed in the presence of:

Frances J. Childress

INDIAN CREEK DEVELOPMENT, INC.

Karen M. Harkis

By: Thomas P. Hoolihan
Thomas P. Hoolihan, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS P. HOOLIHAN, well known to me to be the President of INDIAN CREEK DEVELOPMENT, INC., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of May, 1990.

Donna C. Martin
Notary Public

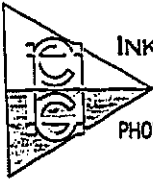
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. DEC. 3, 1992
BONDED THRU GENERAL WKS. INC.

This instrument prepared by:
William E. Shenko, Jr.
Echols, Cotter & Shenko
Post Office Box 2579
Fort Myers Beach, Florida 33932

RECORD VERIFIED - CHARLE GREEN, CLERK
BY: J. JAMES, D.C.

OR2152 PG1079





INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

SURVEYOR'S CERTIFICATE

INDIAN CREEK GOLF VILLAS, UNIT II,
A CONDOMINIUM, A PHASE CONDOMINIUM

WE HEREBY CERTIFY: THAT THE BOUNDARIES OF THE REAL PROPERTY OF INDIAN CREEK GOLF VILLAS, UNIT II, A CONDOMINIUM, A PHASE CONDOMINIUM WAS SURVEYED AND DESCRIBED. IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF; THE SAME BEING BASED ON A BOUNDARY SURVEY, DATED MARCH 1984, PERFORMED UNDER THE PERSONAL DIRECTION AND CONTROL OF THE FLORIDA PROFESSIONAL LAND SURVEYOR NAMED BELOW, AND FURTHER; THAT THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED ON THIS EXHIBIT, SHEET 1, PLOT PLAN AND SHEET 4, BUILDING PLAN AND AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM IS SUBSTANTIALLY COMPLETE, AS INDICATED HEREON, SO THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM AND SPECIFICALLY RELATING TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND FURTHER; THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING HERETO CERTIFIED IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED. ALL AS PRESCRIBED BY 718.104 (4)(e). FLORIDA STATUTES, 1979.

AS TO: PHASE I, BUILDING 4
DATED: MAY 19, 1990

INK ENGINEERING, INC.
FOR THE FIRM, DATED: MAY 21, 1990

BY: Howard S. Beck
HOWARD S. BECK
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2605
JOB NUMBER 8495 B

OR2152 pg1080

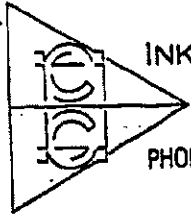
STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, THE UNDERSIGNED AUTHORITY, AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE, AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED AND SET FORTH, AND THAT HE IS OVER THE AGE OF TWENTY ONE (21) YEARS.

WITNESS MY HAND AND OFFICIAL SEAL AT FORT MYERS, IN THE COUNTY AND STATE NAMED ABOVE, THIS 21 DAY OF MAY 1990.

Susan A. Bond
SUSAN A. BOND, NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 3-1-94

EXHIBIT "A"



INK ENGINEERING INC.

ENGINEERS

SURVEYORS

PLANNERS

PHONE (813) 995-8500

6320 BEAU DRIVE

NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 8495B

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE I
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN O.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 539.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 35.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 110.00 FEET, DELTA ANGLE 34°23'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 66.04 FEET; THENCE N.73°21'06"E. NON-RADIALLY ALONG THE SOUTHEASTERLY BOUNDARY OF YACHTSMANS COVE, UNIT I, A CONDOMINIUM, FOR 291 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 205 FEET MORE OR LESS; THENCE N.82°35'09"W. FOR 255 FEET MORE OR LESS TO THE POINT OF BEGINNING.
CONTAINING 1.02 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

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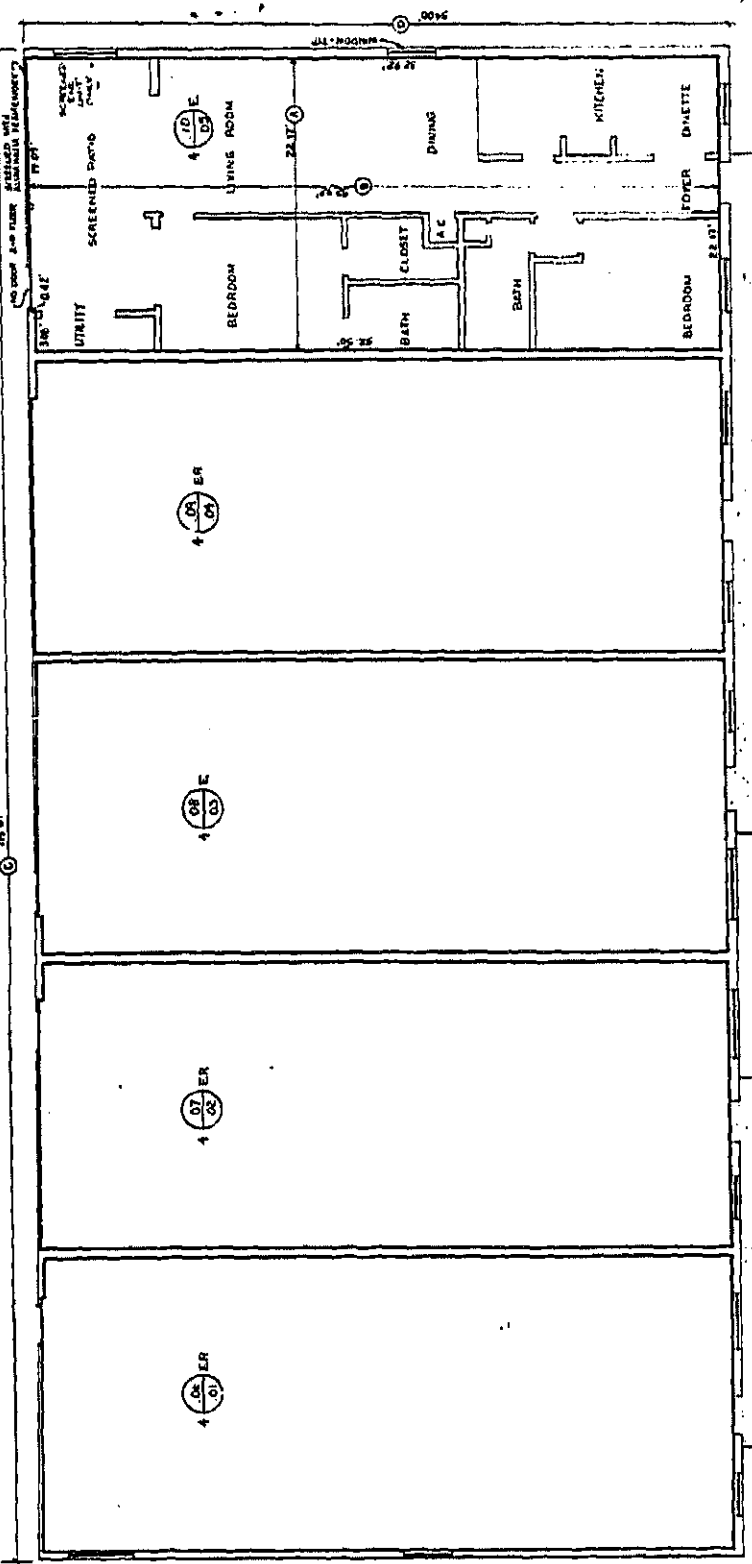
SURVEYORS PLAT, EXHIBIT "B" TO CONDOMINIUM DECLARATION OF

INDIAN CREEK GOLF VILLAS

UNIT II, A CONDOMINIUM
IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
A PHASE CONDOMINIUM

THE ENGINEERING, INC.
1320 MAUI DRIVE
N. FT. MYERS, FLORIDA

TYPICAL UNIT



CONDOMINIUM NO.

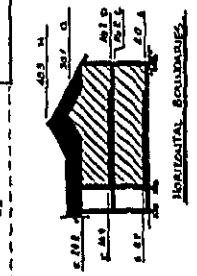
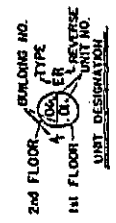
UNIT	A	B
1	101	102
2	103	104
3	105	106
4	107	108
5	109	110
6	111	112
7	113	114
8	115	116
9	117	118
10	119	120
11	121	122
12	123	124
13	125	126
14	127	128
15	129	130
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37	173	174
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39	177	178
40	179	180
41	181	182
42	183	184
43	185	186
44	187	188
45	189	190
46	191	192
47	193	194
48	195	196
49	197	198
50	199	200

CONDOMINIUM TYPE

UNIT	A	B
1	101	102
2	103	104
3	105	106
4	107	108
5	109	110
6	111	112
7	113	114
8	115	116
9	117	118
10	119	120
11	121	122
12	123	124
13	125	126
14	127	128
15	129	130
16	131	132
17	133	134
18	135	136
19	137	138
20	139	140
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22	143	144
23	145	146
24	147	148
25	149	150
26	151	152
27	153	154
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30	159	160
31	161	162
32	163	164
33	165	166
34	167	168
35	169	170
36	171	172
37	173	174
38	175	176
39	177	178
40	179	180
41	181	182
42	183	184
43	185	186
44	187	188
45	189	190
46	191	192
47	193	194
48	195	196
49	197	198
50	199	200

CONDOMINIUM TYPE

UNIT	A	B
1	101	102
2	103	104
3	105	106
4	107	108
5	109	110
6	111	112
7	113	114
8	115	116
9	117	118
10	119	120
11	121	122
12	123	124
13	125	126
14	127	128
15	129	130
16	131	132
17	133	134
18	135	136
19	137	138
20	139	140
21	141	142
22	143	144
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26	151	152
27	153	154
28	155	156
29	157	158
30	159	160
31	161	162
32	163	164
33	165	166
34	167	168
35	169	170
36	171	172
37	173	174
38	175	176
39	177	178
40	179	180
41	181	182
42	183	184
43	185	186
44	187	188
45	189	190
46	191	192
47	193	194
48	195	196
49	197	198
50	199	200



BUILDING 4

OR 2152 783

235.50

2852247 CONDOMINIUM DECLARATION
OF
INDIAN CREEK GOLF VILLAS UNIT II
Lee County, Florida

THIS CONDOMINIUM DECLARATION, made and executed this 15th day of August, 1989, by INDIAN CREEK DEVELOPMENT, INC., a Florida corporation, hereinafter called the Developer for itself, its successors, grantees and assigns, and the said Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth.

DEFINITIONS

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

A. Declaration or Declaration of Condominium means this instrument as it may from time to time be amended.

B. Assessment. Assessment means a share of the fund required for the payment of common expenses which from time to time are assessed against the unit owner.

C. Association. Association shall mean INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

D. Common Element. Common element shall mean the portion of the condominium property not included in the unit and shall include the tangible or intangible personal property required for the maintenance and operation of the condominium together with all other elements necessary for the common maintenance, safety and welfare of the condominium owners.

E. Limited Common Elements. Limited common elements means and includes those portions of the common elements that are reserved for the use of a particular unit or units to the exclusion of other units, and shall specifically include the air conditioning unit serving a unit.

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

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

H. Condominium Property. Condominium property means and includes the land of the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

I. Unit Owner. Unit owner or owner of the unit means owner of a condominium parcel or unit in fee simple or any other interest in real property recognized by law.

J. Condominium Documents. Condominium documents shall include this declaration together with By-Laws attached hereto as Exhibit "A", Plot Plan which is attached hereto as Exhibit "B" and herein referred to as Plot Plan, Rules and Regulations

OR2152 Pg|027

RECORD VENDOR - CHARTER SERVICE CENTER
P.O. BOX 1, DUNN, FL 32003

for INDIAN CREEK GOLF VILLAS UNIT II, a Condominium, which are attached hereto as Exhibit "C" and Form of Warranty Deed attached hereto as Exhibit "D". Articles of Incorporation of INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC., are hereto attached as Exhibit "E".

K. The Act. The Act shall mean Chapter 718 of the Florida Statutes.

1. STATEMENT OF CONDOMINIUM SUBMISSION. Fee simple title is vested in INDIAN CREEK DEVELOPMENT, INC., a Florida corporation, and INDIAN CREEK DEVELOPMENT, INC., herewith submits the following described property to condominium ownership in accordance with Florida Statutes, Chapter 718. This property is located in Lee County, Florida, more particularly described as follows:

See Exhibit "F" attached hereto.

2. INDIAN CREEK GOLF VILLAS UNIT II - PLAN OF DEVELOPMENT. Developer proposes to construct a maximum of twenty-four (24) single-family residential units and associated improvements designated Indian Creek Golf Villas Unit II, a Condominium. This will be a four (4) phase condominium per Florida Statute §718.403 and the parcels of land described in Exhibit "F", "G", "H" and "I" will (or may) be submitted by Amendments to this Declaration to the Condominium Form of Ownership and will thereby become a part of this Condominium. The Developer reserves the right to make no material changes in the legal description of a Phase.

3. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be Indian Creek Golf Villas Unit II, a Condominium.

4. UNIT IDENTIFICATION. The identification of each of the ten (10) residential units in Phase 1 shall be by number, and the same shall be as indicated on the Plot Plan which is attached hereto as Exhibit "B" and a part of this Condominium Declaration by reference and hereinafter called the Plot Plan. If Phase 2 is developed, an amended Plot Plan will be recorded identifying each of the additional residential units in Phase 2 by number on said Plot Plan. If Phase 3 is developed, an amended Plot Plan will be recorded identifying each of the additional units in Phase 3 by number on said Plot Plan. If Phase 4 is developed, an amended Plot Plan will be recorded identifying each of the additional units in Phase 4 by number on said Plot Plan.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a Plot Plan describing each of the units in Phase 1, the common elements, the limited common elements, and their relative location and their approximate dimensions is attached hereto as Exhibit "B".

6. PHASING. The condominium will be developed in four (4) phases. The legal description of these parcels are contained in Exhibits "F", "G", "H" and "I" to the Declaration.

7. The number and general size of the units to be included in each phase are as follows:

Phase 1 One building containing ten (10) residential units containing approximately 1,172 square feet each.

Phase 2 One building containing six (6) residential units, four (4) of which contain approximately 1,172 square feet and two (2) of which contain approximately 1,625 square feet each.

OR2152 pg1028

Phase 3 One building containing four (4) residential units, two (2) of which contain approximately 1,625 square feet and two (2) of which contain approximately 1,818 square feet each.

Phase 4 One building containing four (4) residential units, two (2) of which contain approximately 1,625 square feet and two (2) of which contain approximately 1,818 square feet each.

8. The percentage of ownership of each unit in the common elements of the condominium as each phase is added, shall be as follows:

See Exhibit "J" attached hereto.

9. The recreation areas and facilities to be owned as common areas by the Association are as follows:

The facilities to be provided, if only Phase 1 is completed, are:

a. The Developer may, but shall not be required to, construct a boat dock approximately 150 feet in length along the waterway adjoining the condominium at any time prior to the completion of Phase 4, the boat dock may be utilized with other condominiums.

IMPORTANT. If the Developer elects, at its sole discretion, not to construct a boat dock, there will be no boat dock.

b. It should be pointed out that the Developer reserves the entire recreation area as described in above for a period of up to seven (7) years from the date the first unit in Phase 1 is conveyed to an Owner, at which time it will be conveyed free and clear to the Association at no charge. During the time that the recreation area is reserved to the Developer, the Owners will have use rights in all the recreational facilities (when and if constructed), conditioned upon their payment of the maintenance and operating expenses of the facility after construction of the specific facility is completed, including, without limitation, real and personal property taxes, underwater land lease (if any) and insurance.

c. The cost of operating and maintaining the recreation area will be included as an item in the Condominium Budget as a common expense to be paid by the unit owners. If only Phase 1 is built, this expense could be shared by as few as ten (10) units (and will be so shared until completion of an additional Phase and if an additional Phase is built).

d. The Developer for convenience has numbered the Phases 1, 2, 3 and 4, but reserves the right to construct the phases in any order that it chooses except that Phase 1 shall be the first Phase and thus for example the Developer may construct Phase 4 on the real property as the second Phase of this Condominium. As additional Phases are added the cost of operating and maintaining the recreation area (if any) will be shared equally by each of the unit owners in the completed phases (and will be so shared unless the Developer elects to develop Phases other than those completed from time to time).

e. The Developer does not contemplate providing any additional facilities not described above, and there will be no recreation or other facilities that will be used in common with other condominiums.

OR2152 PG1029

f. The estimated latest date of completion of construction, finishing and equipping Phase 1 is July 1, 1990, and the estimated latest date of completion of constructing, finishing and equipping each Phase after Phase 1 is seven years from the date of recording of this Declaration submitting Phase 1 to the condominium form of ownership. The Developer has every expectation that the phases will be completed much sooner than indicated, but since an estimated date is required by the Condominium Act, ample time is being allowed to cover any eventuality. The maximum number of units that will use the facilities in common with the condominium will be twenty-four (24) units.

g. The Developer will complete and convey the recreation facilities (if any) to the Association no later than seven (7) years from the date the first unit in Phase 1 is conveyed to an owner.

h. The membership vote and ownership in the Association attributable to each unit in each phase and the results if any phase or phases are not developed are as follows:

i. Each unit will have one (1) full vote. There will thus be ten (10) votes in Phase 1, six (6) votes in Phase 2, four (4) votes in Phase 3 and four (4) votes in Phase 4. If any phases are not built, the votes attributable to that phase will not exist.

ii. The ownership in the Association shall be as shown in Exhibit "J". If any phase is not built, the fraction of ownership will remain at the level that already exists.

i. The Developer states that the time periods within which each phase must be completed are as follows:

Phases 2 thru 4 if built will be completed no later than seven (7) years from the date of recording of this Declaration submitting Phase 1 to the condominium form of ownership.

NOTE: The Developer has every expectation that the phases will be completed much sooner than shown above, but as the Condominium Act (Florida Statute §718.403(1) requires that a legal deadline be set forth in the Declaration, ample time is being given to cover any eventuality).

NOTE ALSO: The Developer does not commit to the construction of the additional phases.

NOTE ALSO: The Developer reserves the right to develop the phases in any order in chooses.

j. Pursuant to Florida Statute §718.403(6) Amendments to the Declaration adding phases and/or buildings in a Phase do not require the consent of any unit owners nor of any other person, other than the Developer.

k. Time Share Estates shall not be created with respect to any unit in any phase.

10. OWNERSHIP OF UNITS. The Developer has provided ten (10) residential units in Phase 1 which shall be transferred by deed to unit owners. If the Developer constructs Phase 2, six (6) additional residential units will be provided which shall be transferred by deed to unit owners. If the Developer constructs Phase 3, four (4) additional residential units will be provided which shall be transferred by deed to unit owners. If the Developer constructs Phase 4, four (4) additional residential units will be provided which shall be transferred by deed to unit

OR2152 Pg1030

owners. These units are subject to private ownership, and the term "Owner" shall include an Owner of one or more of the ten (10) residential units in Phase 1, six (6) residential units in Phase 2 (if built), four (4) residential units in Phase 3 (if built), four (4) residential units in Phase 4 (if built).

11. OWNERSHIP OF COMMON ELEMENTS. The ownership of common elements as may be herein described, and as the same are designated to each unit in this Condominium Declaration, are the percentage of ownership allocated to each unit as follows:

See Exhibit "J" attached hereto.

12. VOTING RIGHTS; SHARING OF COMMON EXPENSES AND OWNING COMMON SURPLUS: There shall be one (1) vote for each unit or a total of twenty-four (24) possible votes. The sharing of the common expenses and the ownership of the common surplus shall be distributed among the residential units which comprise the condominium in the same percentages as is provided for ownership of common elements in Paragraph 11 above and in Exhibit "J".

13. BY-LAWS. The By-Laws shall be the By-Laws of the Association which are attached hereto as an exhibit and made a part hereof by reference including any amendments thereto, hereafter adopted as therein provided.

14. UNITS. Units are those cubicles of space, together with all improvements constructed therein, as are further identified and described in the Plot Plan, which is attached as Exhibit "B" to this condominium declaration, the boundaries of which units shall be as follows:

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

i. Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1) Upper boundary. The horizontal plane of undecorated finished ceiling. In a Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the planes of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

2) Lower boundary. The horizontal plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

ii. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior surface of the perimeter building walls bounding the Unit, the vertical planes of finished exterior surfaces of screened or glass walls bounding the Unit, and imaginary vertical planes along the lower boundaries of the Unit where there is no wall, extended to their planar intersections

OR2152 Pg1031

with each other and with the upper and lower boundaries.

ii. Apertures. Where there are apertures in any boundary, including, but not limited to, windows, door skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and castings therefore, shall be included in the boundaries of the Unit.

iv. Boundaries - Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

v. Exception and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B", the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over any erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous, the Developer or the President of the Association shall have the right unilaterally to amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or Unit Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

DR2152 Pg1032

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

i. Common Elements. An undivided share of the common elements.

ii. Limited Common Elements. The areas depicted as Limited Common Elements and L.C.E. on Exhibit "B" of this Declaration, if any, shall be Limited Common Elements of the contiguous Unit, or the Unit otherwise designated, for the exclusive use and enjoyment of the Unit Owner and residents of the Unit, and their guests and invitees.

iii. Automobile Parking Spaces. The Developer reserves the right to construct covered carports containing one covered parking space for each Unit, and in that event pursuant to Exhibit "B" or by separate assignment, one covered parking space may be assigned to each Unit for the exclusive use of the Unit Owner or any resident of such Unit, and their guests and invitees. However, the Developer reserves the right not to

construct any carports for all of some of the Units, and in that event as to any Units which do not have a carport, the Association may assign one parking space for the exclusive use of the Unit Owner or any resident of each Unit, and their guests and invitees, shall park in a parking or carport space assigned to another Unit. All other parking spaces will be for the general use of the Unit Owners and residents of the Condominium, and their guests and invitees. For good cause the Association shall have the right to reassign parking spaces from time upon written notice to the affected Unit Owners.

iv. Easements. For the benefit of the unit.

v. Association Membership and interest in funds and assets held by the Association.

vi. Provided however, that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

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

viii. Cross Easements: The appurtenances shall include the following easements from each unit owner to each other unit owner:

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

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

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

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

15. MAINTENANCE AND ALTERATIONS.

a. The Board of Administration of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property.

b. The owner of a unit shall have the responsibility to maintain, repair and replace all matters and things relating to the interior of the premises owned by him and shall keep said premises in such manner as to cause no damage or nuisance to other owners in the building and shall specifically refrain from making any changes in appearances or otherwise to the exterior of the unit. The owner of a unit shall have the responsibility to maintain, repair and replace all equipment and fixtures relating to the unit, including, but not limited to the

OR2152 Pg/033

air conditioning units, condensers and appliances and to pay for all utilities that are separately metered to the unit. Every owner must perform or have performed at his expense all maintenance and repair work required.

c. The Association shall be responsible for the maintenance, repair and replacement of the building exterior, all common elements, including, but not limited to all recreation facilities, and all property not required to be maintained, repaired and/or replaced by the unit owners. Notwithstanding the unit owner's duty of maintenance, repair, replacement and the other responsibilities as to his unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the unit owners, whereby maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all units owners and the monthly assessment due from each unit owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each unit owner shall be deemed a party to said Agreement with the same force and effect as though said unit owner had executed said Agreement and it is understood and agreed that the Association shall execute said Agreements as the agent for the unit owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Paragraph 16 of this Declaration.

OR2152 pg1034

16. The Association, through its Board of Administration, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property and such assessments as are specifically provided for in this declaration and attached hereto. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this declaration and the Exhibits attached hereto.

The common expenses shall be assessed against each condominium unit owner on a pro-rata basis, and on the same basis as their percentage of ownership of the common elements as set forth in paragraph 11 of this Declaration.

Assessments, installments and maintenance fees that are unpaid for over twenty (20) days after due date shall bear interest at the rate of eighteen (18%) percent per annum from due date until paid, and at the sole discretion of the Board of Administration, a late charge of Twenty-five and No/100 (\$25.00) Dollars shall be due and payable. Regular assessments shall be due and payable quarterly on the first of each quarter and quarterly bills for same shall be mailed or delivered to unit owners.

The Association shall have a lien on each Condominium parcel for unpaid assessments and maintenance fees, together with interest thereon, against the unit owner of such condominium parcel. A late charge if assessed shall not be a lien against the condominium parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Board of Administration may take

such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced, provided such bid by the Association is not in excess of the sums due from the unit owner to the Association. In case of such foreclosure, if the unit owner remains in possession of that unit, the court in its discretion, may require the unit owner to pay a reasonable rental for the condominium parcel for the period of time said parcel is occupied by the unit owner or anyone, by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

OR2152 Pg1035

Prior to the institution of an action to foreclose a lien for assessments the Association shall give the unit owner at least thirty (30) days written Notice of its intent to foreclose the lien to collect the unpaid assessments. The Notice must be given by hand delivery of a copy of it to the unit owner or by certified or registered mail, return receipt request, addressed to the unit owner at his last known address and upon such mailing the Notice shall be deemed to have been given.

Except for liens for assessments which are recorded in the Public Records of Lee County, Florida prior to the recording of a First Mortgage where the mortgagee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the First Mortgage or when a First Mortgagee of record accepts a Deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the shares of common expenses or assessment by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

17. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium units, limited common elements, and the common elements and the providing of utilities as may be designated shall be by the condominium association, who shall have by and through its officers and administrators, such powers, authority, and responsibilities as

are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida, and provided for in the By-Laws which are attached hereto as Exhibit "A". The Association shall have authority to enter into management agreements through its officers.

When unit owners other than the Developer own fifteen (15%) percent or more of the units which will be operated ultimately by the Association, these unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the Board of Administration of the Association within a time period not to exceed three (3) years after sales by the Developer have been closed on at least fifty (50%) percent of the units which will be operated ultimately by the Association or not less than three (3) months after sales have been closed by the Developer of ninety (90%) percent of the units that will be operated ultimately by the Association, or when all the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or when some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

The Developer shall be entitled to elect as least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business as least five (5%) percent of the units in the condominium operated by the Association.

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

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

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

c. Coverage:

i. Casualty: The buildings and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations, walks, roads and parking areas), as determined annually by the Association and/or an Appraiser appointed by the Board of Administration. Such coverage shall afford protection against:

1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

OR2152 Pg1036

2) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use of the building, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

3) the casualty insurance maintained by the Association shall not insure floor, wall and ceiling covering within a unit.

ii. Public Liability and Property Damage in such amounts and in such forms as shall be required by the Association, including, but not limited to legal liability, hire automobile, non-owned automobile and off-premises employee coverage. The public liability insurance shall be maintained at a minimum of Fifty Thousand and No/100 (\$50,000.00) Dollars property damage and Five Hundred Thousand and No/100 (\$500,000.00) Dollars per accident for personal injury.

iii. Workman's Compensation policy to meet the requirements of law.

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

v. Flood Insurance to meet the existing requirements of law pertaining thereto, if applicable.

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

e. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any Bank in Florida, as may be approved by the Association. Such Bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

i. Common Elements: Proceeds on account of damage to common elements exclusive of dwelling units, shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

ii. Residential Units: Proceeds on account of residential units shall be held in the following undivided shares:

1) Partial destruction when the building is to be restored - For the owners of damaged units in proportion to the cost of repairing the damages suffered by each damaged unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each unit owner shall be bound by and the Insurance Trustee may rely upon such certification.

2) Total destruction of the building or

OR2152 Pg1037

buildings where the same is not to be restored: In the event that total destruction occurs, then the share of each affected owner shall be in the same percentage as the unit owner's share of the common elements as set forth in paragraph 11 of this declaration.

iii. Mortgagees: In the event a Mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the Mortgagee and the unit owner as their interest may appear.

f. Distribution of proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, after first paying or making provisions for the payment of the expense of the Insurance Trustee, in the following manner:

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

ii. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

iii. Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

19. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

a. If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

i. Partial destruction which shall be deemed to mean destruction which does not render all of the units untenable, shall be reconstructed or repaired, unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this declaration is terminated.

ii. Total destruction, which shall be deemed to mean destruction which does render all of the units untenable, shall not be reconstructed or repaired, unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then within twenty (20) days thereafter, unit owners who, in the aggregate, own seventy-five (75%) percent or more of the units vote in favor of such reconstruction or repair.

iii. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications used in the original construction. The Insurance Trustee may rely upon a certificate by the Association as to whether the damaged property is to be reconstructed or repaired, and such certificate shall be furnished upon a request by the Insurance Trustee.

OR2 | 52 Pa | 038

iv. Encroachment upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by a unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

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

i. Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the administration desires.

ii. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the deficiency.

iii. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association against unit owners, shall be disbursed in payment of such costs in the following manner:

1) Association: If the amount of the estimated costs of reconstruction and repair exceed the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2) Insurance Proceeds: The proceeds of insurance collected on account of a casualty and those sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the payment of the cost of reconstruction and repair in the following manner:

a) Residential Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

b) Association - Lesser Damage: If the amount of the estimated costs of reconstruction and repair is

OR2152 Pg1039

less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of the mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

c) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Administration of the Association and upon approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

d) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there in a balance in a construction fund after payment of all costs of the reconstruction and repair for which fund is established, such balance shall be distributed jointly to the unit owners and their mortgagees who are the beneficial owners of the fund.

e) When the damage is to both common elements and residential units, the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units.

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

20. CONDOMINIUM MEMBERSHIP. There is herewith established the Condominium Association which is or shall be incorporated as corporation not for profit, pursuant to the laws of the State of Florida. The members shall be comprised of all owners of units. Membership in the Association shall be established by the recordation in the Public Records of Lee County, Florida, of a Deed in fee title or other estate of ownership to the respective Unit. Upon such recordation, the membership of prior unit owners shall be terminated. When the administration, management, and control of the units and common elements shall be vested in the Association as provided by the Act, and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, the Association shall be governed by the By-Laws as are attached hereto and marked Exhibit "A", or as amended. The resident Agent of the Association for service of process shall be THOMAS P. HOOLIHAN, a resident of the State of Florida, and whose address is 3440 Marinatown Lane, North Fort Myers, Florida 33903 until his successor shall be designated by the Association.

21. ASSOCIATION FUNCTIONS. The operation of the condominium shall be by the Association, which shall be called INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC., a corporation not for profit. This Association shall operate through its Board of Administration. The Board of Administration shall elect officers for the Association. All officers and directors of the Association shall have a fiduciary relationship to the unit owners.

a. The Association shall act through its officers and shall have the capacity to contract, sue and be sued. The

OR2152 pg1040

Association is authorized to maintain, manage, and operate the condominium property.

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

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

d. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for the purpose of allowing entry by a pest exterminating company, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units. Each unit owner shall give the Association a key to his unit to be used for such access.

The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of a Mortgage or other lien upon a 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.

e. The Association shall have the power to make and collect assessments and to maintain, repair and replace any of the common elements; the Association shall have a lien against the unit for any unpaid assessments.

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

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

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

i. In any legal action to which the Association is a party, the Association shall give notice of the suit within a reasonable time to all unit owners. These unit owners shall have the right to intervene and defend in the legal action if it appears that they may be exposed to liability as individual unit owners.

22. USE RESTRICTIONS AND LIMITATIONS UPON LEASING OF UNITS: Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

OR2152 Pg1041

a. Use. A residential unit shall be used only for single family residence and their guests and the common elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence. The use of the unit for overnight occupants shall not exceed that for which the sleeping quarters of the unit were designed.

b. NUISANCE. The units shall not be used for any immoral, improper or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner. The unit owner shall not permit or suffer anything to be done to or kept in his unit which will increase the rate of insurance on the condominium property.

c. LEASING OF UNITS. The leasing or renting of a residential unit by an owner is not prohibited except that no lease shall be granted for a period of less than one (1) month. Provided, however, that no lease granted shall in any way violate or lessen any part of this declaration or any restriction upon use of the unit as herein established or as may hereafter be established.

d. TAXES: Real Estate taxes against a unit and personal property taxes on the furnishings shall be paid separately by the owner when the same becomes due and payable.

e. RULES AND REGULATIONS. No person shall use the common elements and limited common elements or any part thereof or a condominium unit or the condominium property or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time promulgated by the Association by its Board of Directors. Copies of such regulations and amendments thereto shall be furnished to all owners and residents of the condominium. A copy of the original Rules and Regulations is attached as Exhibit "C".

23. NO LIMITATION UPON CONVEYANCE OF OWNERSHIP. The conveyance, sale and mortgaging of an apartment by any owner shall not be restricted.

24. METHOD OF AMENDMENT OF DECLARATION. Except for provisions of Amendment of this Declaration as granted to the Developer herein, this declaration may be amended by a special meeting called for such purpose after giving written notice to each owner, mailed by United States Mail, at least fourteen (14) days prior to the date of such meeting. At such meeting so called, Amendments may be made to the declaration upon approval of a simple majority of the members of the Association, except as otherwise provided for in Paragraph 25 hereof. Any such Amendments so passed shall be evidenced by a certificate executed by the President or Vice-President and the Secretary or Assistant Secretary and executed with the formalities of a Deed and shall include the recording data identifying the original declaration.

25. The consents of the owners of units to which at least seventy (70%) percent of the votes in the Association are allocated and the approval of Institutional Mortgagees holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to Institutional mortgages, shall be required to add or amend any material provisions of this declaration or the By-Laws, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;

OR2152 Pg1042

- c. Reserves for maintenance, repairs and replacement of the common areas (or units, if applicable);
- d. Insurance or Fidelity Bonds;
- e. Rights to use of the common areas;
- f. Responsibility for maintenance and repair of the several portions of the condominium;
- g. Expansion or construction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- h. Boundaries of any unit;
- i. The interests in the general or limited common areas;
- j. Convertibility of units into common areas or of common areas into units;
- k. Except as otherwise provided in Paragraph 23 hereof the imposition of any restriction of the right of a unit owner to lease his or her unit;
- l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

Despite anything contained in this Paragraph to the Contrary, if other provisions of this Declaration or of the By-Laws or Chapter 718 of the Florida Statutes requires a greater percentage of votes of the owners or Mortgage Holders to amend the Declaration or By-Laws, such other provisions shall control.

26. Rights of Institutional Mortgage Holders, Insurers and Guarantors of Institutional Mortgages.

The term "Institutional Mortgage Holders" shall mean a mortgage of a unit which is given to a Bank, Savings and Loan Association, Insurance Company, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other recognized lending institution.

Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such institutional mortgage holder or insurer or guarantor thereof will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Condominium property or any unit on which there is a first mortgage held, insured or guaranteed by such institutional mortgage holder or insurer or guarantor thereof, as applicable;
- b. Any delinquency in the payment of assessments or charges owned by an owner of a unit subject to a first mortgage held, insured or guaranteed by such institutional mortgage holder or insurer or guarantor thereof, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

OR2152 Pg1043

27. TERMINATION. The condominium property may be removed from the provisions of the Florida condominium Act, by all of the unit owners, and all mortgagees of units, and upon compliance with Florida Statute §718.117, as the same may be amended from time to time. The Condominium property will be removed from the provisions of the Florida Condominium Act in the event of total destruction as defined in paragraph 19, and upon compliance with Florida Statute §718.117 as the same may be amended from time to time, unless it is determined to reconstruct or repair the destroyed units as therein provided.

In the event of termination, the condominium property shall be owned by the unit owners as tenants in common, with each unit owner owning an undivided percentage in the same percentage as the unit owner's share of the common elements as set forth in paragraph 11 hereof; the property shall be sold upon such termination on such terms and conditions as are acceptable to a majority of the units owners (each unit owner shall have one vote) and acceptable to the recorded lien holders and the proceeds distributed in accordance with each unit owner's percentage of ownership less insurance proceeds, if any, previously distributed to such unit owner or his mortgagee under the provisions of paragraph 19 hereof.

28. PROVISIONS PERTAINING TO DEVELOPER:

a. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents, except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The projected operating budget is deemed accurate, but no warranty is made nor intended, nor may one be relied upon.

b. Until such time as the Developer has completed and sold all of the condominium units, neither the unit owners nor the Association shall use the condominium property in any manner which interferes with the completion of all the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, sales activities on the premises, the showing of the property, display of signs and use of one or more apartments as a model or the maintenance of a sales and general development office on the property. Further, neither the apartment owners nor the Association shall take any action which interferes with or that would hinder or be detrimental to Developer's overall development plan and the completion thereof. So long as Developer holds any unit in this condominium for sale in the ordinary course of business, neither the unit owner nor the Association shall take any action whatsoever that would in any manner alter or change the services reflected in the initial estimated monthly and annual operating budget adopted by Developer or the maintenance charges allotted therefor, unless the same has been approved by Developer in writing. All those who become owners in Indian Creek Golf Villas Unit II, a Condominium shall be deemed to have acknowledged that all those services established for the condominium, as reflected in said budget are essential to the successful completion of this project and consent to each and every item reflected therein.

c. Notwithstanding anything in this Declaration to the contrary, the Developer, so long as all of the units in the condominium have not been sold, reserves to itself the right to make such modifications, additions or deletions to the Condominium Declaration, the Association By-Laws and any other condominium document as it deems necessary or as may be required by any lending institution or public authority in order to carry out it's development program without the consent or approval of

OR2152 pg104f

the unit owners or Board of Administration. This includes the right to alter the size or shape of apartments so long as it does not materially affect the rights of the owners. Any amendments to the Declaration of Condominium, and/or the By-Laws or other condominium document, need be signed and acknowledged only by the Developer and need not be approved by the unit owners, Board of Administration or mortgagees of individual apartments in the condominium. Despite anything contained herein to the contrary, after the initial recording of this declaration, no amendment shall be made to this declaration or any of the exhibits attached hereto without the consent of one hundred (100%) percent of the unit owners other than the Developer if such consent is required by Section 718.403 of the Florida Statutes.

29. MISCELLANEOUS PROVISIONS.

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

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

c. These condominium documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all unit owners.

d. All notices as herein provided shall be by United States Mail or by hand delivery.

e. No amendment to this declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee, as herein defined, shall include any bank, savings and loan association or other recognized lending institution.

f. No amendment to this declaration shall be effective unless properly recorded in the Public Records of the county where the declaration is recorded.

g. The Association, its members, the Developer and its successors and assigns and all parties who own an interest in and to the aforesaid facilities agree that they shall not have any right to bring any action for partition or division of the real property that constitutes said facilities and said parties do hereby waive said rights of partition or division of said facilities. The initial Rules and Regulations, and all Amendments thereof and revisions thereof pertaining to use of the common elements and facilities shall be posted in conspicuous places on the common elements or facilities. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their family, guests, invitees, lessees and servants.

Any person who is the owner of a condominium parcel, together with members of his family, social guests, lessees, invitees and licensees, may use the facilities. Where a corporation is a unit owner, the use of said facilities shall be limited to any one time to such Officer, Director or Employee of said Corporation who is in actual residence and such individual shall be deemed to be the Condominium unit owner for the purposes of this paragraph. Where a party owns one condominium unit and leases same, the lessee shall be entitled to the use of the facilities and said lessee's rights thereto shall be the same as

OR2152 Pg1045

though said lessee were the unit owner and during the terms of said lease, the unit owner and his family shall not be entitled to the use of the facilities.

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

i. Anything herein to the contrary, the responsibility for the maintenance, repair and replacement of any electrical, plumbing or other utility specifically serving the individual condominium unit shall be borne by the unit owner.

j. There shall be no limitation upon sale of any unit based upon race, creed, color, sex, religion or national origin.

k. No amendment of the declaration shall be made which shall change the configuration or size of any condominium unit in any material fashion or alter the appurtenances of such unit or change the proportion by which a unit owner shares the common expenses or owns the common surplus or materially alters the allowed use of the unit by the owner without the consent of the unit owner, except such amendments as are provided for in 28 hereof.

l. There is specifically granted to each unit owner a non-exclusive easement for streets, walks and other rights-of-way serving the unit as part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights of easement herein granted to each unit owner.

m. All persons joining this declaration subject their interest to the provisions of this declaration and the provisions of Chapter 718, Florida Statutes (1987), as amended.

n. No signs may be erected or displayed on a unit, common elements or limited common elements, including "for rent" or "for sale" signs except a display sign, for the sale and rental by the Developer which shall be erected on the grounds for the benefit of advertising the condominium units for rent or sale, which sign shall be applicable to this condominium.

o. So long as the Developer retains any unsold units on the premises he may use any of such units as a sales office to complete the sale of all units in this condominium.

p. Guarantee of Assessment. The Developer, pursuant to Florida Statute §718.116 (8)(a), shall guarantee that the assessment for the common expenses of the condominium unit shall not be increased over the sum of One Thousand Four Hundred Eighteen and 52/100 (\$1,418.52) Dollars per apartment for a term of one (1) year commencing from the date the Developer sells and closes the first condominium unit to a Purchaser in the Condominium. The Developer further guarantees that it will pay from its own funds all of the common expenses incurred which are not produced by the guaranteed level assessments collected from

OR2152 Pg1046

apartment owners. During the period of this guaranty the Developer is excused from the payment of the share of common expenses and assessments related to the units it owns. However, the Developer must pay the portion of common expenses incurred during that period which exceeds the amount assessed against other unit owners.

Subject to the written consent of a majority of the unit owners other than the Developer, the Developer reserves the right to extend the period of the foregoing guarantee for as many additional guarantee periods as it desires. In the event of such additional guarantee or guarantees, then the assessments for common expenses of the condominium will not exceed the dollar amount as set out in the new guarantee or guarantees, and in such case, the Developer shall obligate itself to pay any amount of common expenses incurred during that additional guarantee period and not produced by the assessments at the guaranteed level receivable from other unit owners.

IN WITNESS WHEREOF, INDIAN CREEK DEVELOPMENT, INC., a Florida corporation, has caused these presents to be executed in its name by one of its Officers, this 15 day of June, 1989.

Signed in the presence of:

James B. Stanford
W. H. Hoolihan

INDIAN CREEK DEVELOPMENT, INC.,
a Florida corporation

By: Thomas P. Hoolihan
Thomas P. Hoolihan, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS P. HOOLIHAN, well known to me to be the President of INDIAN CREEK DEVELOPMENT, INC., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 15 day of June, 1989.

W. H. Hoolihan
Notary Public

My commission expires:
5-31-93

OR2152 Pg1047

This instrument prepared by:
William E. Shenko, Jr.
Schols, Cotter & Shenko
Post Office Box 2579
Fort Myers Beach, Florida 33932-2579

EXHIBIT "A"

BY-LAWS OF
INDIAN CREEK GOLF VILLAS UNIT II
CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

DEFINITIONS

All terms used in these By-Laws shall have those definitions set forth in the Condominium Declaration of INDIAN CREEK GOLF VILLAS UNIT II, A CONDOMINIUM. Any terms not defined in the Declaration shall have those definitions established by Florida Statute 718. If any definition in the Declaration conflicts with a definition in the Florida Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Association shall be INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit.

Section 2. The principal office of the Association in this State shall be located at Indian Creek Drive, North Fort Myers, Florida or such other office as the Board of Administration may designate.

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

ARTICLE II
MEMBERSHIP AND VOTING PROVISIONS

Section 1. The members of the Association shall be defined as the unit owners, more particularly described in the Condominium Declaration. The total possible number of association membership shall be twenty-four (24).

Section 2. An annual meeting of the association members shall be held at 1:30 P.M. on the first Monday in May of each year or within thirty (30) days thereof as determined by the Board of Administration; said meeting to be held at the principal office of the Association or any such place in Lee county, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the association members shall elect administrators to serve until their successors shall be elected and qualified.

Section 3. Notice of the time and place of the annual meeting or special meeting shall be sent by Regular United States Mail, by the Secretary, to each association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen (14) days before the date of such meeting. These notices may, in the alternative, be hand delivered with appropriate receipts provided by the Secretary or his agent. Notice shall further be posted in a conspicuous place upon the condominium property at least fourteen (14) days prior to such meeting. An Officer of the Association shall provide an affidavit to be included in the Official Records of the Association, affirming that a Notice of the Association Meeting was mailed or hand delivered, in accordance with this Section, to each unit owner at the address last furnished to the Association.

OR2152 Pg1048

Section 4. Voting.

A. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one (1) unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

B. A simple majority vote of the unit owners present at a meeting at which there is a quorum shall decide any questions unless the Declaration, By-Laws, or Articles provides otherwise.

Section 5. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of persons entitled to cast a majority vote of unit owners shall constitute a quorum.

Section 6. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the persons entitled to vote, shall be filed with the Secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated and any lawfully adjourned meeting thereof. In no event shall a proxy be valid for longer than ninety (90) days after the date of the first meeting for which it was given. Every Proxy is revocable at any time at the pleasure of the unit owner executing it, providing that such revocation shall be in writing, shall be filed with the Secretary of the Association prior to the meeting at which the proxy was to be used. Where a unit is owned jointly by a husband and wife, and they have not designated one of the themselves as a voting member, a proxy must be signed by both in order to designate a third person as proxy.

Section 7. Designation of Voting Member. If a unit is owned by one (1) person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one (1) person, the person entitled to cast the unit's vote shall be designated in a Certificate to be filed with the Secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a Certificate to be filed with the Secretary, signed by its President or Vice-President and attested to by its Secretary or Assistant Secretary. The person designated in such Certificate shall be known as the Voting Member. If, for a unit owned by more than one person or by a Corporation, such Certificate is not on file with the Secretary of the Association, the vote of the unit, shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such Certificate shall be valid until revoked or superseded by a subsequent Certificate, or until a change occurs in the ownership of the unit. If a unit is owned jointly by a husband and wife, the following provisions are applicable:

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

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

C. Where they do not designate a Voting Member and only one (1) is present at a meeting, the person present may cast the unit's vote.

Section 8. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing of a

OR2152 Pg1049

majority of the Board of Directors or at the request, in writing of voting members representing twenty-five (25%) percent of the members total votes, which request shall state the purpose or purposes of the proposed meeting. Business transaction at all special meetings shall be confined to the object stated in the Notice thereof.

Section 9. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 10. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 11. Approval or Disapproval. Approval or Disapproval of the Unit owner upon any matter whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

ARTICLE III
ADMINISTRATION AND MANAGEMENT
OF CONDOMINIUM BY BOARD OF ADMINISTRATION

Section 1. The administration and management of the condominium property as the same relates to the common elements, and limited common elements, and the providing of utilities, as may be designated, shall be kept in a business-like manner and shall be available for inspection by unit owners or Board of Administration members at all reasonable times. The Association shall maintain records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures, together with an accounting for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, and the amounts paid upon the account and the current balance due.

Section 2. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things that are not prohibited by law, the Declaration, Articles or these By-Laws directed to be exercised and done by unit owners. The powers shall specifically include, but shall not be limited to, the following:

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

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

OR2152 ps1050

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

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

E. To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the power and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

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

H. The Association shall have the power to maintain a class action in any Court of competent jurisdiction in behalf of the unit owners.

Section 3. The business, condominium property, and all assessments and generally the management and control of the Association and property owned by it, shall be conducted and be managed by a Board of Administration of three (3) administrators who shall be elected by the Association members.

Section 4. The annual budget meeting of the Association may be held during the annual association meeting.

Section 5. Meetings of the Board of Administration shall be held in the principal office of the Association or at such other places, within or without the condominium property, as a majority of the administrators shall from time to time designate.

Section 6. Meetings of the Board of Administration shall be open to all unit owners and notices of these meetings shall be conspicuously posted at least forty-eight (48) hours in advance for the attention of unit owners, except in the case of an emergency.

Section 7. A majority of the Board of Administration for the transaction of business at any annual or special meeting shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administration.

Section 8. The Board of Administration shall elect the officers of the Association. Such election may be held at the Board of Administration meeting following the annual Association meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

OR2152 Pg1051

Section 9. Vacancies in the Board of Administration may be filled by the remaining members of the Board at any Board of Administration meeting.

Section 10. At each annual meeting of the Association, the Administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

Section 11. Members of the Board of Administration shall be elected for a term of two (2) years, and any member of said Board of Administration may be re-elected for additional terms. Provided, however, that at the first meeting that unit owners other than the Developer, are entitled to elect a majority of the members of the Board, one (1) member shall be elected to serve for one (1) year and two (2) members shall be elected to serve for two (2) years.

Section 12. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association as provided in the Declaration of Condominium the Association, through its Board of Administration, shall call a meeting and give not less than thirty (30) days nor more than forty (40) days notice of such a meeting to the unit owners for such purpose. Such meeting may be called and such notice may be given by any unit owner if the Association, through its board of Administration, fails to act. Upon election of the first unit owner other than the Developer to the Board of Administration, the Developer shall forward to the Division the name and address of the Board Member elected by the Unit Owners, other than the Developer.

Section 13. The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each unit owner with notice of the budget meeting not less than fourteen (14) days prior to the budget meeting. This budget, together with the notice for the budget meeting, may be delivered by hand as otherwise provided herein.

Section 14. The Board of Administration shall deposit the funds of the Association in such bank or banks or savings and loan association as they may from time to time direct, and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct. The Board of Administration shall have the power to borrow funds on behalf of the Association to meet current expenses not then collected from regular assessments for recurring common expenses or from special assessments.

Section 15. The Association shall maintain in its records copies of all insurance policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners and Mortgagees of units or their authorized representative at reasonable times.

Section 16. No unit owner, except as an Officer of the Association, shall have any authority to act for the Association.

Section 17. Each Officer or Administrator or any other person who controls or disburses funds of the Association shall provide surety or fidelity bonds in an amount of Ten Thousand and No/100 (\$10,000.00) Dollars or such greater amount as the Association Members or the Board of Administration may direct.

Section 18. The Board of Administration may make such rules and regulations governing use of condominium property as they may deem proper upon approval of a majority of all unit owners.

OR2152 Pg1052

Section 19. The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association. the Board of Administration may employ a management company to assist it in the administration and management of the Association.

Section 20. Subject to the provisions of §718.301 of the Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners and this notice shall state the purpose of the meeting.

ARTICLE IV OFFICERS

Section 1. The Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Administration. One (1) person may hold more than one (1) of these offices, except that the same person may not hold the offices of the President and Secretary. All of the officers shall be members of the Board of Administration.

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

Section 3. Term. The officers shall hold office for one (1) year or until their successors are elected and qualify for their office.

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

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

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

Section 7. the Treasurer.

A. The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Administration. The books shall reflect an account for each unit owner. This account shall

OR2152 Pg1053

contain the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the unit owner's account and the balance due under that account.

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

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

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

E. He shall prepare the Association's budget.

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

ARTICLE V ASSESSMENTS

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

Section 2. Determination of Assessments.

A. The Board of Administration shall fix and determine the sum or sums necessary and adequate to assess unit owners for their share of the common expenses set forth in the budget. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Association; all insurance premiums and expenses, including flood (if applicable), wind, fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration.

Funds for the payment of common expenses shall be assessed against unit owners as provided in the Declaration. Assessments shall be payable quarterly in advance and shall be due on the first day of each quarter unless otherwise ordered by the Board of Administration. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board of Administration. All funds due under these By-Laws and the Declaration are common expenses.

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

C. Subject to the approval of seventy (70%) percent of the unit owners the Board of Administration has the authority to make assessments as to the following:

OR2152 Pg1054

1. For additional recreational or social activities;
2. For additions to the common elements and limited common elements.

Section 3. Application of Payments and Commingling of Funds.

All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one (1) fund, as determined by the Board of Administration. Assessments made for reserves for maintenance, repair and replacement of the limited common elements, the responsibility of which is to be shared equally by the users of the limited common elements and special assessments for such purposes shall be accounted for and the funds received used only for maintenance and repair of the particular limited common element for which such assessments were made.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Administration may accelerate the remaining quarterly installments for the twelve (12) month period. A notice of acceleration shall be sent to the unit owner and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or mailing of such notice.

Section 5. Audit. The Board of Administration shall render an annual statement to the unit owners no later than sixty (60) days after the end of the Association's fiscal year, which statement shall comply with the requirements Florida Statute §718.111(13) and shall be mailed or personally delivered to each unit owner. The Board of Administration shall perform a continual internal audit of its financial records for the purpose of verifying the same, but no independent or external audit shall be required of it. The Board of Administration may conduct an external audit by an independent auditor at such times as it shall agree to; the cost and expense of such external audit shall be borne by the Association. The Developer, at the time of the owners of units are entitled to elect a majority of the members of the Board, shall comply with the requirements of §718.301(4)(c) of the Florida Statutes. Copies of the annual statements and audits shall be furnished to Mortgagees of units upon written request to the Association.

Section 6. Assessment for recurring common expenses shall be made for a twelve (12) month period concurrent with the preparation of the annual budget. Such assessments shall be due in four (4) equal consecutive quarterly installments on the first day of each quarter for the twelve (12) month period in which the assessments are made. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered by the Board of Administration. The meeting at which the budget is considered shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding year, the Board, upon written application of ten (10%) percent of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting of unit owners, so called, unit owners shall consider and adopt a budget; the adoption of the budget by the unit owners shall require a vote of not less than a majority vote of all unit owners. The Board of Administration may propose a budget to the unit owners at a meeting of members or in writing and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be

OR2152 Pg1055

adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners the budget as adopted by the Board of Administration shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computations. However, as long as the developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners. If the new annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and regular quarterly installments thereon shall be due upon each installment payment date until modified or changed by a new assessment schedule. In the event that such an annual assessment proves to be insufficient, it may be amended at any time thereafter provided that the written approval of not less than sixty-six and two-thirds (66 2/3%) percent of the unit owners entitled to vote have indicated their approval of the revised annual assessment. Any unpaid assessments for the remaining portion of the twelve (12) month period shall then be due in equal installments for the remaining quarter of such year in which the revised assessment is made. The rights and powers to collect common expenses, granted to the Board of Administration in this Article, may be exercised concurrently by the Developer until such time as the management of the Association shall be fully vested in the Board of Administration elected by the owners of the Association. The Board of Administration may take such actions and shall have such rights as the law may provide for and in any default of assessments payments the Association shall have a lien against the unit for any unpaid assessments, if not paid within ten (10) days of their due date.

So long as the Developer holds units for sale in the ordinary course of business no assessment may be made against the Developer as a unit owner for capitol improvements.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of more than one-half (½) of such unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Administration of the Association may require.

Section 8. Lien for Assessments Subordinate to Existing First Mortgagees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any first mortgage liens of record encumbering such apartment, at the time the lien for assessment was recorded. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the Mortgagee, if any, a copy of the default notice prior to instituting any action.

Section 9. Notification of Mortgagee. Any apartment owner who mortgages his apartment shall notify the Association, providing the name and address of his Mortgagee. The Association shall notify the mortgagee of any unpaid assessments due from the owner of an apartment.

OR2152 PG1056

Section 10. Payment of Assessments by First Mortgage Holders and Excusal Therefrom. A first mortgagee who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. Provided, however, that if any such first mortgage holder shall acquire title as herein provided, then his successors or assigns shall not be responsible for the share of common expenses or assessments made by the Association pertaining to such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure or deed in lieu of foreclosure unless such share is secured by claim of lien for assessments that has been recorded prior to the recording of the foreclosed mortgage, provided, however, that any such unpaid assessment shall be assessed against all the unit owners, including the effected unit, in the same proportion that all units share in the common expenses.

Section 11. Excess Receipts. Any payments to or receipts of the Association whether from unit owners or otherwise, received during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Associations expenses for the following year.

ARTICLE VI
DEFAULT, COMPLIANCE AND LEGAL ACTIONS

Section 1. Violations. In the event of a violation by a unit owner of any of the provisions of the Declaration, By-Laws or the Act, the Association by direction of its Board of Administration shall notify the unit owner of said breach by written notice, transmitted to unit owner at his address by certified mail. If such violation shall continue for a period of seven (7) days from the date of mailing of the notice, the Association shall have the right to treat such violation as an intentional material breach of the Declaration, By-Laws or the Act, and the Association shall then, at its option have the following elections:

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

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

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

OR2152 PG1057

maintenance, repair, or replacement performed pursuant to this Section shall be charged to said unit owner as a specific expense.

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

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

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

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

ARTICLE VII FORECLOSURE SALE

Acquisition on Foreclosure. At any foreclosure sale of a parcel, the Board of Administration may acquire the parcel being foreclosed in the name of the Association or its designee. The acquisition of a foreclosed parcel shall only be accomplished with the authorization and approval of an affirmative vote of Voting Members casting not less than sixty (60%) percent of the total votes of the Voting Members present at any regular or special meeting. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Administration to acquire a parcel at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board of Administration or the Association to do so. The provisions hereof are permissive in nature and are set forth herein for the purpose of confirming this power in the Board of Administration should the requisite approval of Voting Members be obtained. The Board of Administration shall not be required to obtain the approval of unit owners at the Foreclosure Sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration or these By-Laws, providing the bid of the Board of Administration does not exceed the amount of the judgment.

OR2152 Pg1058

ARTICLE VIII AMENDMENTS TO THE BY-LAWS

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

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

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

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

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

D. Notwithstanding the foregoing, no amendment to these By-Laws may, at any time, be adopted or become effective, which shall abridge, amend or alter the rights of Developer, as set forth in any of the condominium documents and as specified in the Act, without first obtaining the prior written consent of the Developer. More over, no Amendment to the By-Laws shall be effective to change or lessen the rights of any institutional mortgage or a Guarantor or Insurer of an Institutional Mortgage.

ARTICLE IX
NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in these By-Laws and/or the Declaration of Condominium to which these By-Laws are attached.

ARTICLE X
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XI
LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XII
LIENS

Section 1. Protection of Property. All liens against a condominium unit, other than for mortgagees, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give Notice to the Association of every lien upon his unit, other than for taxes and special assessments within five (5) days after the attaching of the lien.

OR2152 Pg1059

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XIII

Section 718.112 of the Florida Statutes and all amendments thereto pertaining to By-Laws under the "Condominium Act" is incorporated herein by reference for the purpose of adding to those By-Laws such additional provisions contained in said section which are not specifically set forth herein.

ARTICLE XIV

Pursuant to Section 718.112(2)(L) of the Florida Statutes, in the event of an internal dispute arising from the operation of the condominium among unit owners, association, and their agents and assigns, the parties may submit same to voluntary binding arbitration.

EXECUTED THIS 14 day of August, 1989, by LYNN McEWEN, Secretary of INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC., and approved by THOMAS P. HOOLIHAN, President of INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC.

INDIAN CREEK GOLF VILLAS UNIT II
CONDOMINIUM ASSOCIATION, INC.

BY: Lynn McEwen
Lynn McEwen, Secretary

Approved: Thomas P. Hoolihan
Thomas P. Hoolihan, President

OR2152 Pg1060

EXHIBIT "C"
RULES AND REGULATIONS
FOR
INDIAN CREEK GOLF VILLAS UNIT II, A CONDOMINIUM

1. Automobiles may be parked only in the areas provided for that purpose. Trucks (except pick-up trucks and small vans) or other non-private passenger vehicles, trailers or motor homes shall not be parked in the parking areas. Boats and other water vessels shall not be maintained in the automobile parking area nor in the common area.
2. Use of the general common elements will be in such manner as to respect the rights of other unit owners. Use of particular recreational facilities (if any) will be controlled by regulations to be issued from time to time, but in general such use will be prohibited between the hours of 11:00 p.m. and 8:00 a.m.
3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the building.
4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or inside of the demised premises or building without the prior written consent of the Association, provided however, that the Developer reserves the right to maintain a sign on the common elements so long as it has any unsold units.
5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
6. All stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No washlines of any kind will be maintained outside Owner's Unit. No unit owner shall discard or permit to fall any items from the windows of the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other common elements.
7. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.
8. Outside servants and domestic help of unit owners shall not gather or lounge in the common areas.
9. All residential units shall be used for residential purposes only.
10. The flooring of all units shall be carpeted except the bathrooms and kitchens. All carpets shall be medium to heavy carpet and pad.
11. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of receptacles approved by the Association or other modes of disposition as may be designated by the Developer or Association.
12. Pets. Usual household pets (dogs not to exceed twenty [20] pounds and cats not to exceed fifteen [15] pounds) in the possession of the owner are permitted, subject to reasonable limitations as to their restraint and conduct as may be further promulgated by the Board of Administrators from time to time.

DR2152 Pg1063

13. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends, servants, or pets, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his unit between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the condominium.

14. It is well recognized, that children, particularly young children, may become a source of annoyance to adults. For this reason the activities and behavior of all children when upon the condominium property shall be regulated by an adult, including physical supervision where necessary. The Administrators or their designated representative shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child, remove him from any common area if the child's conduct is such that they believe this action is necessary. In no event shall children under the age of thirteen (13) years be permitted in the pools or other recreational areas unless accompanied by an adult.

15. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls or on the staircase balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken out or hung from any of the windows or doors. No fire escapes shall be obstructed in any manner.

16. House guest of unit owners may not maintain residence for continuous period exceeding three (3) months and all such house guests shall be registered by the unit owner with the Association.

17. Leasing or renting of the unit by unit owner shall be as permitted and subject to the provisions of the Condominium Declaration herein.

The foregoing regulation shall not apply to the Developer.

18. Unit owner must maintain in good condition and repair his unit and all internal surfaces within or surrounding his unit; and maintain and repair the fixtures therein and promptly pay for any utilities which are metered separately to his unit.

19. A unit owner may neither make nor cause to be made any structural addition or alteration to the unit nor to the common elements without the written approval of the Association.

20. The Developer, or in its stead, the Association, may retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's Agent. In case such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the premises.

21. All window curtains or draperies used on window casings which are visible from the exterior of the premises shall be covered by white lining or shall be of a neutral color.

22. No unit owner shall make repairs, remodel or alter his unit in any way, in any manner which will affect the appearance of the exterior of the building without the approval of the Association; provided that this limitation shall not apply to the Developer.

OR2152 Pg1064

23. No unit owner shall ignite or permit to be ignited any fire, charcoal cooker, burner, wood burner, or other similar device within the confines of his unit, or any common area, except in such ground floor level common areas as may be provided from time to time for such purposes.

24. Employees of the Association shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

25. Complaints regarding the service of the Condominium shall be made in writing to the Board of Administration of the Association.

26. Payments of maintenance fees shall be made at such place as the Board of Administration may direct. Payments made in the form of checks shall be made to the order of the Association or to such other party as the Board of Administration may from time to time direct.

27. The Board of Administration of the Association reserve the right to make additional Rules and Regulations or to alter these rules and regulations as may be required from time to time, without consent of the Condominium Association and its members. These additional rules and regulations shall be binding as all other rules and regulations previously adopted.

28. No condominium unit shall be occupied by more than six (6) people at any one time, without written approval of the Board of Administration.

OR2152 Pg1065

EXHIBIT "D"
MODEL FORM OF WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
by and between INDIAN CREEK DEVELOPMENT INC., a Florida
corporation, party of the first part, and _____,
whose address is _____
of the County of _____, and
State of _____, party of the second part:

WITNESSETH, that the said party of the first part, for and
in consideration of the sum of Ten and No/100 (\$10.00) Dollars to
it in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold
to the said party of the second part forever, the following
described condominium unit parcel, situate, lying and being in
the County of Lee, State of Florida, to-wit:

Unit No. _____ of INDIAN CREEK GOLF VILLAS UNIT II,
a Condominium, together with Parking Space No. _____,
according to the Condominium Declaration thereof on
file and recorded in the Office of the Clerk of the
Circuit Court in Official Record Book _____, Page _____,
Public Records of Lee County, Florida, together with
all appurtenances thereto appertaining and specified in
said Condominium Declaration.

SUBJECT TO restrictions, easements and reservations and
designations of record as stated in said Condominium
Declaration, which party of the second part hereby
assumes and agrees to observe, comply with, perform and
to be subject to, including but not limited to payment
of all assessments as may be determined pursuant to
said Condominium Declaration.

And the said party of the first part does hereby fully
warrant the title to said condominium parcel, and will defend the
same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be
executed by its duly authorized officer the day and year first
above written.

Signed, sealed and delivered
in our presence:

INDIAN CREEK DEVELOPMENT, INC.,
a Florida corporation

By: _____
Thomas P. Hoolihan, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared THOMAS P. HOOLIHAN,
President of INDIAN CREEK DEVELOPMENT, INC., a Florida
corporation, and he acknowledged executing the same in the
presence of two subscribing witnesses freely and voluntarily
under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this _____ day of _____, 1989.

Notary Public

My commission expires:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "E"

ARTICLES OF INCORPORATION OF
INDIAN CREEK GOLF VILLAS UNIT II
CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

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

DEFINITIONS

As used herein, or elsewhere in the condominium documents, the terms used shall be defined as set out in Chapter 718, Florida Statutes, 1987, the Condominium Act, hereinafter referred to as the Act. All other definitions not reflected in the Act shall be set out in the body of these condominium documents. Any definitions in the condominium documents shall prevail and govern the interpretation of this document.

ARTICLE I
NAME, INITIAL REGISTERED OFFICE

The name of this corporation shall be INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM ASSOCIATION, INC. The mailing address and street address of the initial registered office for this corporation is 3440 Marinatown Lane, North Fort Myers, Florida 33903, and the name of its initial registered agent at such address is Thomas P. Hoolihan.

ARTICLE II
PURPOSE

This corporation is created to be the Association for INDIAN CREEK GOLF VILLAS UNIT II, a Condominium. This condominium is constructed upon real property located in Lee County, Florida.

This corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation and management of the condominium in accordance with the terms, provisions, conditions, and authority contained in these Articles of Incorporation and in the Declaration, By-Laws and the Act. This corporation may own, operate, lease, sell, trade and otherwise deal with the condominium property, in whatever manner may be necessary or convenient to accomplish the proper administration of this condominium.

ARTICLE III
POWERS

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

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

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

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

OR2152 PG1067

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

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

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

E. To enforce the provisions of the condominium documents.

ARTICLE IV
MEMBERS

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

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

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

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

4. The owners of all of the units in the condominium are referred to herein as the "Membership".

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

DR2152 Pg1068

ARTICLE V
TERM

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

ARTICLE VI
SUBSCRIBERS

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

Thomas P. Hoolihan
3440 Marinatown Lane
North Fort Myers, Florida 33903

ARTICLE VII
BOARD OF ADMINISTRATION

The affairs of the corporation will be managed by a Board consisting of no less than three (3) and no more than five (5) administrators determined by the By-Laws. The administrators on the Board of Administration need not be members of the corporation.

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

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

Thomas P. Hoolihan	Lynn McEwen	Thomas P. Hoolihan, Jr.
3440 Marinatown Lane	3440 Marinatown Lane	3440 Marinatown Lane
N. Fort Myers, Fl 33903	N. Fort Myers, Fl 33903	N. Fort Myers, Fl 33903

ARTICLE VIII
OFFICERS

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

2. The Board shall elect the President, Vice President, Secretary and Treasurer. One (1) person may hold more than one (1) of these offices, except that the same person may not hold the offices of the President and Secretary. All of the officers shall be members of the Board of Administration.

ARTICLE IX
FIRST OFFICERS

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

President	Thomas P. Hoolihan
Vice President	Thomas P. Hoolihan, Jr.
Secretary	Lynn McEwen
Treasurer	Thomas P. Hoolihan, Jr.

ARTICLE X
BY-LAWS

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

ARTICLE XI
AMENDMENTS

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

OR2152 PG1069

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

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

B. A resolution seeking the approval of a proposed amendment may be proposed by either the Board or the Membership, and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval of the other. Such approval must be by seventy-five (75%) percent of the members present at any meeting at which there is a quorum and such approval must be by sixty six and two-thirds (66 2/3%) percent of the members of the Board at a meeting at which there is a quorum.

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

ARTICLE XII
DIRECTORS-INDEMNIFICATION

1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith or in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. However, with respect to any action by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made in respect of any claim, issue, or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his duty to the corporation unless, and only to the extent that, the court in which such action or suit was brought determines, on application, that despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity in view of all the circumstances of the case. Any indemnification hereunder shall be made only on a determination by a majority of disinterested directors that indemnification is proper in the particular circumstances because the party to be indemnified has met the applicable standard of conduct. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification hereunder may be paid by the corporation in advance of the final disposition of any action, suit or proceeding on a preliminary determination that the director, officer, employee or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it is ultimately determined that he is entitled to be indemnified by the corporation as authorized in this section.

2. The corporation shall also indemnify any director, officer, employee or agent who has been successful on the merits

or otherwise, in defense of any action, suit or proceeding, or in defense of any claim, issue, or matter therein against all expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith, without the necessity of an independent determination that such director, officer, employee or agent met any appropriate standard of conduct.

3. The indemnification provided for herein shall continue as to any person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

4. In addition to the indemnification provided for herein, the corporation shall have power to make any other or further indemnification, except an indemnification against gross negligence or wilful misconduct, under any resolution or agreement duly adopted by a majority of disinterested directors, or duly authorized by a majority of members.

5. If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members, the corporation shall, not later than the time of delivery to the Members in written notice of the next annual meeting, unless such meeting is held within three months from the date of such payment, and in any event, within fifteen (15) months from the date of such payment, deliver by mail to each member of record at the time entitled to vote for the election of directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigations or threatened litigation.

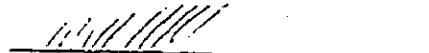
IN WITNESS WHEREOF, the subscribers have hereunto affixed their signature, this 15 day of May, 1989.


Thomas P. Hoolihan

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS P. HOOLIHAN, well known to me to be the person described herein and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May, 1989.


Notary Public

My commission expires:
5-31-93

OR2152 PG1071

FILED

CERTIFICATION DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA 89 AUG 30 PM 12:03
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST, THAT INDIAN CREEK GOLF VILLAS UNIT II CONDOMINIUM
ASSOCIATION, INC., ORGANIZED AND QUALIFIED UNDER THE LAWS OF THE
STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT NORTH
FORT MYERS, STATE OF FLORIDA, HAS NAMED THOMAS P. HOOLIHAN,
LOCATED AT 3440 MARINATOWN LANE, NORTH FORT MYERS, FLORIDA, AS
ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

Thomas P. Hoolihan
THOMAS P. HOOLIHAN

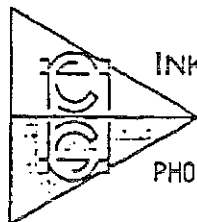
Dated: Thomas P. Hoolihan

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

Thomas P. Hoolihan
THOMAS P. HOOLIHAN

Dated: 8-14-89

OR2 152 PA1072



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 84958

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN D.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 80.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 494.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 110.00 FEET, DELTA ANGLE 34°23'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 66.04 FEET; THENCE N.73°21'06"E. NON-RADIALLY ALONG THE SOUTHEASTERLY BOUNDARY OF YACHTSMANS COVE, UNIT I, A CONDOMINIUM, FOR 291 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 675 FEET MORE OR LESS; THENCE S.87°45'00"W. ALONG THE NORTHERLY BOUNDARY OF SAID INDIAN CREEK GOLF VILLAS, UNIT I FOR 50 FEET MORE OR LESS; THENCE N.80°40'00"W. FOR 215.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.64 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

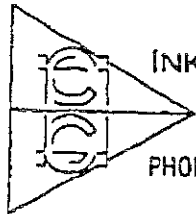
SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO A 20 FOOT X 30 FOOT INGRESS-EGRESS EASEMENT FOR A DOCK.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

OR2152 Pg1073

EXHIBIT "F"



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 8495B

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE I
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN D.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 80.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 182.00 FEET; THENCE S.86°46'18"E. FOR 95.02 FEET; THENCE S.01°12'09"E. FOR 38.69 FEET; THENCE N.88°47'51"E. FOR 120.00 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 190 FEET MORE OR LESS; THENCE S.87°45'00"W. ALONG THE NORTHERLY BOUNDARY OF SAID INDIAN CREEK GOLF VILLAS, UNIT I FOR 50 FEET MORE OR LESS; THENCE N.80°40'00"W. FOR 215.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.96 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO A 20 FOOT X 30 FOOT INGRESS-EGRESS EASEMENT FOR A DOCK.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

OR2152 Pg1074

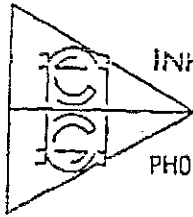


EXHIBIT "G"

INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 8495B

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 2
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN O.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 262.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 140.00 FEET THENCE S.76°55'38"E. FOR 136.89 FEET; THENCE S.86°25'11"E. FOR 130 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 140 FEET MORE OR LESS; THENCE S.88°47'51"W. FOR 120 FEET MORE OR LESS; THENCE N.01°12'09"W. FOR 38.69 FEET; THENCE N.86°46'18"W. FOR 95.02 FEET THE POINT OF BEGINNING. CONTAINING 0.80 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

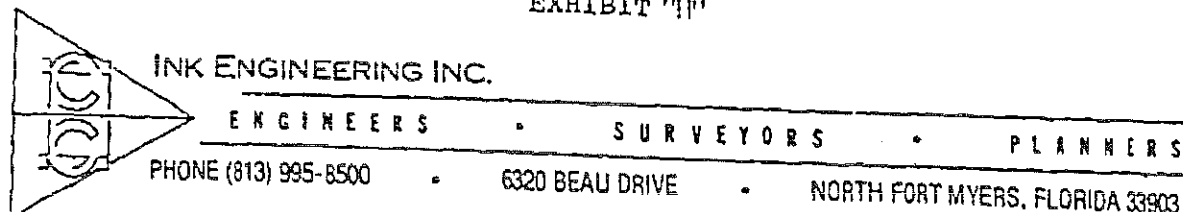
SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO A 20 FEET X 30 FEET INGRESS-EGRESS EASEMENT FOR A DOCK.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

OR2152 PG1075

EXHIBIT "I"



JUNE 12, 1989
 JOB NUMBER 84958

INDIAN CREEK GOLF VILLAS, UNIT II
 A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 3
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN O.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 402.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 137.00 FEET; THENCE S.82°35'09"E. FOR 255 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 140 FEET MORE OR LESS; THENCE N.86°25'11"W. FOR 130 FEET MORE OR LESS; THENCE N.76°55'38"W. FOR 136.89 FEET TO THE POINT OF BEGINNING. CONTAINING 0.85 ACRES MORE OR LESS.

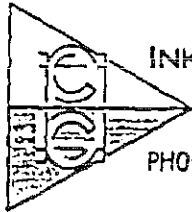
SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO A 20 FEET X 30 FEET INGRESS-EGRESS EASEMENT FOR A DOCK.
 SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

OR2152 Pg1076

EXHIBIT "I"



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 84958

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 4
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN O.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 539.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 35.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 110.00 FEET, DELTA ANGLE 34°23'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 66.04 FEET; THENCE N.73°21'06"E. NON-RADIALLY ALONG THE SOUTHEASTERLY BOUNDARY OF YACHTSMANS COVE, UNIT I, A CONDOMINIUM, FOR 291 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 205 FEET MORE OR LESS; THENCE N.82°35'09"W. FOR 255 FEET MORE OR LESS TO THE POINT OF BEGINNING.
CONTAINING 1.02 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

OR2152 PG1077

EXHIBIT "J"

APPORTIONMENT OF OWNERSHIP & SHARING OF COMMON EXPENSES

The percentage of ownership of each unit in the common elements of the condominium as each phase is added, shall be as follows:

Phase I only1/10th

The unit owners will share in the common expenses in the same proportionate share that they share in the ownership of the common elements.

Phase I and Additional Phases. The fractional ownership interest for units upon completion of each subsequent phase after Phase I shall be determined by a fraction, the numerator of which is one and the denominator of which is the actual number of units then submitted to the condominium by the recordation in the Public Records of an Amendment to the Declaration of Condominium adding the phase.

OR2152 PG1078

CHARLIE GREEN LEE CITY FL
90 MAY 30 PM 12:31

2852248

AMENDMENT TO CONDOMINIUM DECLARATION
OF
INDIAN CREEK GOLF VILLAS UNIT II

Pursuant to the authority reserved by the Developer and the plan of phasing contained in the Declaration of Condominium of INDIAN CREEK GOLF VILLAS UNIT II, A CONDOMINIUM, as per the Declaration thereof recorded in Official Record Book 2152, Page 1027, Public Records of Lee County, Florida, is hereby amended as follows:

OR2152 PG1079

1. INDIAN CREEK DEVELOPMENT, INC., a Florida corporation, herein called Developer, on behalf of itself, its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors, and assigns, hereby submits the land located in Lee County, Florida, owned by the Developer and described as follows, to the condominium form of ownership:

LEGAL DESCRIPTION - PHASE 1:

See Exhibit "A" attached hereto and made a part hereof.

2. As stated in Paragraph 8 and Exhibit "J" of the original Declaration, each unit shall have a 1/16th share in the common elements upon the recording of this Amendment.

3. The above described Phase 2 property and all improvements located thereon are subject to all the terms and conditions set forth in the Declaration and its exhibits, to which this document is an Amendment.

4. The Plot Plan (Exhibit "B" to the original Declaration) is amended by addition the Plot Plan for Phase 2, a copy of which is attached hereto as Exhibit "B" which contains an identification of each unit by letter, name or number or combination thereof so that no unit bears the same description of any other unit.

THIS AMENDMENT made this 30th day of May, 1990.

Signed in the presence of:

Frances J. Childress

INDIAN CREEK DEVELOPMENT, INC.

Karen M. Harlib

By: Thomas P. Hoolihan
Thomas P. Hoolihan, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS P. HOOLIHAN, well known to me to be the President of INDIAN CREEK DEVELOPMENT, INC., and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in him by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of May, 1990.

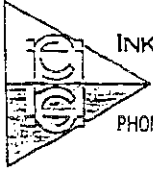
Dawn C. Martin
Notary Public

My Commission Expires: DEC. 5, 1992
NOTARY PUBLIC STATE OF FLORIDA
BONDED THROUGH GENERAL INSURANCE

This instrument prepared by:
William E. Shenko, Jr.
Echols, Cotter & Shenko
Post Office Box 2579
Port Myers Beach, Florida 33932



RECORD VENDOR - CHARLE GREEN, CLERK
814 JENNIFER, DC



INK ENGINEERING INC.

ENGINEERS • SURVEYORS • PLANNERS

PHONE (813) 995-8500 • 6320 BEAU DRIVE • NORTH FORT MYERS, FLORIDA 33903

SURVEYOR'S CERTIFICATE

INDIAN CREEK GOLF VILLAS, UNIT II,
A CONDOMINIUM, A PHASE CONDOMINIUM

WE HEREBY CERTIFY: THAT THE BOUNDARIES OF THE REAL PROPERTY OF INDIAN CREEK GOLF VILLAS, UNIT II, A CONDOMINIUM, A PHASE CONDOMINIUM WAS SURVEYED AND DESCRIBED. IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF; THE SAME BEING BASED ON A BOUNDARY SURVEY, DATED MARCH 1984, PERFORMED UNDER THE PERSONAL DIRECTION AND CONTROL OF THE FLORIDA PROFESSIONAL LAND SURVEYOR NAMED BELOW, AND FURTHER; THAT THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED ON THIS EXHIBIT, SHEET 1, PLOT PLAN AND SHEET 4, BUILDING PLAN AND AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM IS SUBSTANTIALLY COMPLETE, AS INDICATED HEREON. SO THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM AND SPECIFICALLY RELATING TO MATTERS OF SURVEY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND FURTHER; THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING HERETO CERTIFIED IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED. ALL AS PRESCRIBED BY 718.104 (4)(e). FLORIDA STATUTES, 1979.

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AS TO: PHASE I, BUILDING 4
DATED: MAY 19, 1990

INK ENGINEERING, INC.
FOR THE FIRM, DATED: MAY 21, 1990

BY: Howard S. Beck
HOWARD S. BECK
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2605
JOB NUMBER 8495 B

STATE OF FLORIDA
COUNTY OF LEE

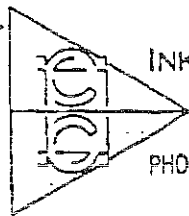
BEFORE ME, THE UNDERSIGNED AUTHORITY, AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE. AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED AND SET FORTH, AND THAT HE IS OVER THE AGE OF TWENTY ONE (21) YEARS.

WITNESS MY HAND AND OFFICIAL SEAL AT FORT MYERS, IN THE COUNTY AND STATE NAMED ABOVE, THIS 21 DAY OF MAY 1990.

Susan A. Bond
SUSAN A. BOND, NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: 3-1-94

EXHIBIT "A"



INK ENGINEERING INC.

ENGINEERS

SURVEYORS

PLANNERS

PHONE (813) 995-8500

6320 BEAU DRIVE

NORTH FORT MYERS, FLORIDA 33903

JUNE 12, 1989
JOB NUMBER 8495B

INDIAN CREEK GOLF VILLAS, UNIT II
A CONDOMINIUM, A PHASE CONDOMINIUM

PHASE 1
DESCRIPTION

FROM THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, NORTHEAST AND WALTER HAGEN COURT, NORTHEAST, OF RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.84°32'18"W. FOR 131.49 FEET TO THE SOUTHEASTERLY END OF A WOOD BRIDGE; THENCE N.66°24'09"W. (PASSING THRU THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FEET WIDE (25.00 EACH SIDE OF THE CENTERLINE) INGRESS-EGRESS EASEMENT AT 20 FEET MORE OR LESS, AT THE CENTERLINE OF INDIAN CREEK, SOUTHERLY BRANCH AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST, (SAID EASEMENT RECORDED IN O.R. BOOK 1625, PAGES 606-608) ALONG SAID CENTERLINE AND THE CENTERLINE OF INDIAN CREEK DRIVE FOR 81.51 FEET; THENCE S.23°35'51"W. FOR 10.00 FEET; THENCE N.66°24'09"W. ALONG THE SOUTHWESTERLY BOUNDARY OF INDIAN CREEK GOLF VILLAS, UNIT I AND PARALLEL TO AND 10.00 FEET SOUTHWESTERLY AND WESTERLY OF THE CENTERLINE OF SAID INGRESS-EGRESS EASEMENT FOR 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, RADIUS 110.00 FEET, DELTA ANGLE 54°11'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 104.06 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, RADIUS 610.00 FEET, DELTA ANGLE 13°30'42"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE FOR 143.85 FEET TO THE POINT OF TANGENCY; THENCE N.01°18'31"E. FOR 330.55 FEET; THENCE N.01°12'09"W. FOR 539.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.01°12'09"W. FOR 35.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 110.00 FEET, DELTA ANGLE 34°23'53"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 66.04 FEET; THENCE N.73°21'06"E. NON-RADIALLY ALONG THE SOUTHEASTERLY BOUNDARY OF YACHTSMANS COVE, UNIT I, A CONDOMINIUM, FOR 291 FEET MORE OR LESS TO THE CENTERLINE OF THE SOUTHERLY BRANCH OF INDIAN CREEK AND THE WESTERLY BOUNDARY OF SAID RIVERBEND EAST; THENCE SOUTHERLY ALONG SAID CENTERLINE AND WESTERLY BOUNDARY FOR 205 FEET MORE OR LESS; THENCE N.02°35'09"W. FOR 255 FEET MORE OR LESS TO THE POINT OF BEGINNING.
CONTAINING 1.02 ACRES MORE OR LESS.

SUBJECT TO SAID INGRESS-EGRESS EASEMENT O.R. BOOK 1625, PAGES 606-608.

SUBJECT TO A 35 FOOT DRAINAGE AND UTILITY EASEMENT OVER AND ALONG THE WESTERLY 35 FEET OF SAID BOUNDARY.

SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

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