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CERTIFICATE OF AMENDMENT



DECLARATION OF CONDOMINIUM AND BY-LAWS

MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I,  
NORTH FORT MYERS, FLORIDA ASSOCIATION, INC.

INSTR # 5678444  
OR BK 03819 PG 3730

RECORDED 01/10/2003 02:14:14 PM

CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY

RECORDING FEE 19.50  
DEPUTY CLERK C Keller

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and Bylaws of Marinatown Village, a Condominium Association, Inc. which original Declaration of Condominium and Bylaws for MARINATOWN VILLAGE, A CONDOMINIUM were originally recorded in Official Records Book 1568 at Page 2013 were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 18<sup>TH</sup> day of December, 2002.

Said amendment to the Declaration of Condominium and By-Laws were passed by a proper percentage of votes of the voting interests of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 6<sup>th</sup> day of ~~December~~ January, 2003, at Lee County, Florida.

WITNESSES:

MARINATOWN VILLAGE, A  
CONDOMINIUM, SECTION I, NORTH  
FORT MYERS, FLORIDA  
ASSOCIATION, INC.

Susan L Spainhour  
Denise C. Bobak

BY: Ann Martin  
Ann Martin, PRESIDENT

Susan L Spainhour  
Denise C. Bobak

ATTEST: Cindy Cokel  
Cindy Cokel, SECRETARY

(CORPORATE SEAL)

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 acknowledgements, personally appeared Ann Martin and Cindy Cokel, well known to me to be the President and Secretary respectively of MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I, NORTH FORT MYERS, FLORIDA ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>th</sup> day of ~~December~~ January, 2003.

My Commission Expires: January 23, 2005  
Susan L Spainhour  
NOTARY PUBLIC

Prepared by:  
Ann Martin, President  
c/o Benson's, Inc., 12650 Whitehall Drive  
Fort Myers, FL 33907



AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
NORTH FORT MYERS, FLORIDA

Additions are indicated as underlined  
Deletions are indicated as ~~strikethrough~~

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

e. Leasing of Apartments or Units. Leasing or renting of an apartment or unit by an apartment or unit owner is not prohibited. Any owner desiring to lease his apartment or unit ~~for more than one (1) year~~ shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any way vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may be hereafter established. No lease shall be made for a rental period of less than thirty (30) days. ~~The submission and approval provisions of this paragraph shall not apply to the Developer, its successors or assigns, or to any institutional mortgagee.~~

The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law. No fee may be collected in connection with an application to renew a previously approved lease. The Board may require an interview of any proposed tenant and his spouse, if any and all proposed occupants of a unit as a condition for approval.

19. MISCELLANEOUS PROVISIONS.

j. No fee charged by the Association for transfer or approval of transfer shall exceed the maximum fee prescribed by law. ~~shall be in excess of expenditures reasonably required and shall in no event exceed \$50.00.~~

AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
NORTH FORT MYERS, FLORIDA

Additions are indicated as underlined  
Deletions are indicated as ~~strikethrough~~

11.1 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not received within ten (10) days of the due date shall incur a late fee and bear interest at the maximum rate allowed by law. The Association has a lien on each condominium parcel for unpaid assessments on such parcel, with interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County and shall relate back to the date of the filing of the Original Declaration of Condominium.



CERTIFICATE OF AMENDMENT  
 RESTRICTIONS UPON USE OF APARTMENTS OR UNITS  
 AND RULES AND REGULATIONS FOR MARINATOWN  
 VILLAGE, A CONDOMINIUM, SECTION I NORTH FORT  
 MYERS, FLORIDA

INSTR # 6605490  
 OR BK 04558 Pgs 1469 - 1474; (6pgs)  
 RECORDED 01/18/2005 12:30:45 PM  
 CHARLIE GREEN, CLERK OF COURT  
 LEE COUNTY, FLORIDA  
 RECORDING FEE 52.50  
 DEPUTY CLERK C Keller

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and to the Restrictions Upon Use Of Apartments Or Units and Rules and Regulations For Marinatown Village, A Condominium Section I Association, Inc. which original Declaration of Condominium and Restrictions Upon Use Of Apartments or Units and Rules and Regulations for MARINATOWN VILLAGE, A CONDOMINIUM were originally recorded in Official Records Book 1568 at Page 2048 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 3rd day of March, 2003. Said amendment was passed by a proper percentage of votes of the voting interests of the Association.

Additions are indicated as underlined  
 Deletions are indicated as ~~strikethrough~~

AMENDMENT TO DECLARATION  
 OF CONDOMINIUM  
 MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
 NORTH FORT MYERS, FLORIDA

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

c. Leasing of Apartments or Units. Leasing or renting of an apartment or unit by an apartment or unit owner is not prohibited. Any owner desiring to lease his apartment or unit shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any way vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may be hereafter established. No lease shall be made for a rental period of less than thirty (30) days.

The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The

Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law. No fee may be collected in connection with an application to renew a previously approved lease. The Board may require an interview of any proposed tenant and his spouse, if any and all proposed occupants of a unit as a condition for approval.

Term, Maximum Occupancy. All leases shall be for a minimum period of sixty (60) consecutive days or two calendar months, and no more than six months. Each Unit shall be rented no more than six months in any given calendar year and no more than twice in any 6 month period. All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a unit for any period exceeding fourteen (14) days during any calendar year.

AMENDMENT TO  
EXHIBIT C TO DECLARATION OF CONDOMINIUM  
RESTRICTIONS UPON USE OF APARTMENTS OR UNITS AND  
RULES AND REGULATIONS FOR  
MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
NORTH FORT MYERS, FLORIDA

1. No vehicle maintenance of any kind is permitted. Bicycles and children's toys must be stored on ~~Rear~~ Porch (when not in use).
2. Pool area is for Residents only. Occasional <sup>guests</sup> are permitted but must be accompanied by a Resident. Occasional guests should be limited to no more than three at one time, and no more than twice a month. Small parties at the pool are permitted with the following stipulations: Management Company must be asked two weeks in advance. A \$75 security deposit is required. No more than 20 people permitted at the party. Pool Area must be cleaned and undamaged to receive the security deposit. Management Company will decide if security deposit is refundable.
3. No satellite dish may be mounted on the roof or outside your unit.
4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any apartment owner on any part of the outside or inside of the building without the prior written consent of the Association.

5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.
6. All stairways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning rugs or other house-hold items. No washlines of any kind will be maintained outside owner's apartment. No apartment owner shall discard or permit to fall any items from the windows or the premises, nor shall they place, or permit to be placed any foreign objects in the hallways, stairways and other common areas.
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. Servants and domestic help of apartment or unit owners shall not gather or lounge in the common areas.
9. All units shall be used for residential purposes only.
10. It is highly recommended that insulation be blown into the ceiling/flooring to "deaden sound" between units. Owners of both up and downstairs should work together and split the cost. It is also recommended that the owner selling or renting Second Floor Units consider the occupants live styles to reduce noise conflicts. Small children, numerous people in household, active lifestyles, etc.
11. Make every effort to fit all objects into Trash container, otherwise it costs the Association to make a special pickup for items outside the dumpster. If you have large furniture items that need to be picked up, please place them to the right side of the dumpster and call the Property Management Company for a "Special Pickup".
12. Each pet must not exceed 25 pounds. There are only three pets permitted per unit (each pet must not exceed the 25 pound limit). All pets must be approved by the Interview Committee prior to moving the pet in. All pets must be registered with a \$50 one time fee, no refundable. All pets must be neutered/spayed by the appropriate age. Pets must be walked in Pet Area. Any animal droppings outside of this area must be picked up by the owner or they will be fined. NO dog or cat is permitted outside without accompanied by its owner. It will be considered a stray and picked up by the Animal Control and removed from this area. Only exception to these rules are Seeing Eye Dogs.
13. Quiet time is 10 PM to 10 AM. Exception: repairs or renovations may start as early as 8 AM but must end by 10 PM. Please alert your neighbors of such work. Constant visitors create excessive noise. This is a family community, a working community and we as a community want our evenings quiet. Please limit your guests quantity and frequencies.

14. 13 year olds must be accompanied by parents while at the pool. (10 year old too young). Children 13 years and older, including adults, must not be disruptive to others attending the pool area. The Pool area is for relaxation, no running, excessive yelling or water battles that is disruptive to other attendees at the pool will be tolerated. Residents have the right to request disruptive individuals to settle down or leave the pool area.

15. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the windowsills. Neither shall any linens, cloths, clothing, curtains, rugs, or mops be shaken out or hung from any of the windows or doors. No fire exits shall be obstructed in any manner.

16. Limit houseguests to 4 weeks (1 month), occupants shall not exceed four people per unit, with no more than two unrelated people.

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

~~The foregoing regulation shall not apply to the Developer.~~

#### Leasing of units.

Term, Maximum Occupancy. All leases shall be for a minimum period of sixty (60) consecutive days or two calendar months, and no more than six months. Each Unit shall be rented no more than six months in any given calendar year and no more than twice in any 6 month period. All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a unit for any period exceeding fourteen (14) days during any calendar year.

18. No unit owner shall drive upon the streets or common areas of Marintown Village, a Condominium, Section 1, in a motorized vehicle commonly known as "hot-rod", "souped-up vehicle", or a car specially equipped to produce greater than normal sound. While motorcycles and motorbikes are not prohibited, the same shall be driven and ridden upon the roads, streets and paths in such manner as not to annoy other owners or damage or destroy the common areas.

19. Bikes and toys must be stored on Back Porch.

20. No unit owner who shall own a unit which shall be a part of a multistory building shall permit any open fires, barbecue grills or other similar cooking procedure on the premises of his unit, in any limited common areas, the same to be done in the areas provided therefor.

21. The Developer, or in its stead, the Association, may retain a passkey 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.

22. Preferred window coverings: Vertical or Horizontal Venetian blinds.

23. No unit owner shall make repairs, remodel or alter his unit 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.

24. Porches: Front Porches are to be kept clean and attractive! Porch furniture, plants and limited decorations only. Porches will be scrutinized by the Board. Front Porch is to be painted white with gray trim around windows. Door is to be gray with white trim.

Back Porch: May be used for storage – BUT – it must be kept neat and clean. No weather blinds or shadings permitted. No personal items are permitted outside your Porch Door.

25. No "For Rent Signs" permitted on common property (nor any other signs.)

26. Always register (call the Property Management Company): your long term guests, new pets, new vehicles, new roommates, etc. Keep your Property Management company abreast of any changes in your home for your safety.

27. You must submit plans or suggestions to the board and management company before making any changes or improvements to the exterior or interior of your unit. Again this is for your safety and protection to the value of our property.



IN WITNESS WHEREOF, we have affixed our hands this 29<sup>th</sup> day of December, 2004, at Lee County, Florida.

WITNESSES:

MARINATOWN VILLAGE, A  
CONDOMINIUM, SECTION I,  
NORTH  
FORT MYERS, FLORIDA  
ASSOCIATION, INC.

[Signature]  
[Signature]

BY: [Signature]  
Kathleen Fitzgerald, PRESIDENT

[Signature]  
[Signature]

ATTEST: [Signature]  
Janice Horn, SECRETARY

(CORPORATE

SEAL)  
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 acknowledgements, personally appeared Kathleen Fitzgerald and Janice Horn, well known to me to be the President and Secretary respectively of MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I, NORTH FORT MYERS, FLORIDA ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

29<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of December, 2004.

My Commission Expires: [Signature]  
NOTARY PUBLIC

Prepared by:  
Kathleen Fitzgerald, President  
c/o Benson's, Inc.  
12650 Whitehall Drive  
Fort Myers, FL 33907



CERTIFICATE OF AMENDMENT  
RESTRICTIONS UPON USE OF APARTMENTS OR UNITS  
AND RULES AND REGULATIONS FOR MARINATOWN  
VILLAGE, A CONDOMINIUM, SECTION I NORTH FORT  
MYERS, FLORIDA

**AMENDMENT TO CORRECT SCRIBNERS ERROR**

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and to the Restrictions Upon Use Of Apartments Or Units and Rules and Regulations For Marinatown Village, A Condominium Section I Association, Inc. which original Declaration of Condominium and Restrictions Upon Use Of Apartments or Units and Rules and Regulations for MARINATOWN VILLAGE, A CONDOMINIUM were originally recorded in Official Records Book 1568 at Page 2048 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the ~~3rd day of March, 2003.~~ 15<sup>TH</sup> Day of December, 2004 Said amendment was passed by a proper percentage of votes of the voting interests of the Association.

Additions are indicated as underlined  
Deletions are indicated as ~~strikethrough~~

AMENDMENT TO DECLARATION  
OF CONDOMINIUM  
MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
NORTH FORT MYERS, FLORIDA

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

c. Leasing of Apartments or Units. Leasing or renting of an apartment or unit by an apartment or unit owner is not prohibited. Any owner desiring to lease his apartment or unit shall submit such request in writing to the Association or the Manager as may be designated by the Association setting, forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any way vitiate or lesson any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may be hereafter established. No lease shall be made for a rental period of less than ~~thirty (30)~~ sixty (60) days.

The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law. No fee may be collected in connection with an application to renew a previously approved lease. The Board may require an

interview of any proposed tenant and his spouse, if any and all proposed occupants of a unit as a condition for approval.

Term, Maximum Occupancy. All leases shall be for a minimum period of sixty (60) consecutive days or two calendar months, and no more than six months. Each Unit shall be rented no more than six months in any given calendar year and no more than twice in any 6 month period. All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a unit for any period exceeding fourteen (14) days during any calendar year.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of February, 2008, at Lee County, Florida.

WITNESSES:

Dianne M. Racine  
Club Self  
Dianne M. Racine  
Club Self

MARINATOWN VILLAGE, A  
CONDOMINIUM, SECTION 1,  
NORTH FORT MYERS,  
FLORIDA ASSOCIATION, INC.

BY: Janice Horn  
Janice Horn, PRESIDENT

ATTEST: Kathleen Fitzgerald  
Kathleen Fitzgerald, TREASURER

VP

(CORPORATE

SEAL)  
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 acknowledgements, personally appeared Janice Horn and Kathleen Fitzgerald, well known to me to be the President and Treasurer respectively of MARINATOWN VILLAGE, A CONDOMINIUM, SECTION 1, NORTH FORT MYERS, FLORIDA ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of February, 2008

My Commission Expires:

Dianne M. Racine  
NOTARY PUBLIC

Prepared by:  
Janice Horn, President  
c/o Benson's, Inc.  
12650 Whitehall Drive  
Fort Myers, FL 33907

NOTARY PUBLIC-STATE OF FLORIDA  
Dianne M. Racine  
Commission #DD444936  
Expires: JULY 02, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

CERTIFICATE OF AMENDMENT  
DECLARATION OF CONDOMINIUM FOR MARINATOWN  
VILLAGE, A CONDOMINIUM, SECTION I NORTH FORT  
MYERS, FLORIDA

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and to the Restrictions Upon Use Of Apartments Or Units and Rules and Regulations For Marinatown Village, A Condominium Section I Association, Inc. which original Declaration of Condominium and Restrictions Upon Use Of Apartments or Units and Rules and Regulations for MARINATOWN VILLAGE, A CONDOMINIUM were originally recorded in Official Records Book 1568 at Page 2048 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 22nd day of December, 2008. Said amendment was passed by a proper percentage of votes of the voting interests of the Association.

Additions are indicated as underlined  
Deletions are indicated as ~~strikethrough~~

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

c. Leasing of Apartments or Units. Leasing or renting of an apartment or unit by an apartment or unit owner is not prohibited. Any owner desiring to lease his apartment or unit shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any way vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may be hereafter established. No lease shall be made for a rental period of less than thirty (30) days.

The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the

circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law. No fee may be collected in connection with an application to renew a previously approved lease. The Board may require an interview of any proposed tenant and his spouse, if any and all proposed occupants of a unit as a condition for approval.

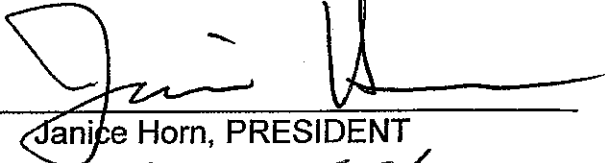
Term, Maximum Occupancy. All leases shall be for a minimum period of sixty (60) consecutive days or two calendar months, and no more than ~~six months~~ one (1) year. ~~Each Unit shall be rented no more than six months in any given calendar year and no more than twice in any 6 month period.~~ All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a unit for any period exceeding fourteen (14) days during any calendar year.

IN WITNESS WHEREOF, we have affixed our hands this 28 day of January, 2009, at Lee County, Florida.

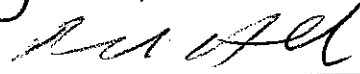
WITNESSES:

MARINATOWN VILLAGE, A  
CONDOMINIUM, SECTION I,  
NORTH FORT MYERS,  
FLORIDA ASSOCIATION, INC.

BY: \_\_\_\_\_

  
Janice Horn, PRESIDENT

ATTEST: \_\_\_\_\_

  
Richard Howell, SECRETARY

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 acknowledgements, personally appeared Janice Horn and Richard Howell, well known to me to be the President and Secretary respectively of MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I, NORTH FORT MYERS, FLORIDA ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this  
28<sup>th</sup> day of January, 2009.

My Commission Expires: Mary A. Smith  
3/24/2012 NOTARY PUBLIC

Prepared by:  
Janice Horn, President  
c/o Benson's Inc  
12650 Whitehall Drive  
Fort Myers, FL 33907



CONDOMINIUM DECLARATION

OF THE

MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I

North Fort Myers, Florida

THIS CONDOMINIUM DECLARATION made and executed this 18<sup>th</sup> day of December, 1981, by NORTH RIVER MILE PROPERTIES, LTD., A Florida Limited Partnership, 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:

GENERAL STATEMENT OF LANDS DECLARED FOR CONDOMINIUM

USE HEREIN AND DEVELOPER COMMITMENTS

A. Marinatown Village, a Condominium, Section I, is a single and independent Condominium Declaration and filing. As a part of this filing, the Developer does herewith commit to construction of 56 condominium units in four (4) two-story buildings upon those lands described for such purpose in the Surveyor's plat, Exhibit "B", which is a part of this Declaration. In addition, the Developer commits to construction of a swimming pool upon the lands described in the Surveyor's Plat, Exhibit "B", designated "Recreation Area No. 1". The swimming pool area will be jointly owned and for the use of the unit owners of Marinatown Village, a Condominium, Section I, and their guests, as well as the owners and guests of Marinatown Village, a Condominium, Sections II, III and IV, if, as and when the same may be developed. Ownership of a unit in either of such Sections of Marinatown Village, a Condominium shall both permit and require membership in the corporation not for profit designated as Marinatown Village Recreational and Maintenance Association, Inc., a copy of the corporate charter being attached hereto and made a part hereof by reference. Membership in such non-profit corporation shall require each owner to bear a proportionate share of the maintenance and repair of the pool area designated as "Recreation Area No. 1". Marinatown Village, a Condominium, Section I, Association, Inc. is the non-profit corporation organized as the Condominium Association for Marinatown Village, a Condominium, Section I, as required by law.

B. The Developer has or will cause to be organized a separate corporation not for profit to be known as Marinatown Village Recreational and Maintenance Association, Inc. The purpose of such non-profit corporation shall be to own, hold and manage the recreational areas described on Exhibit "B", Surveyor's Plat, as Recreation Area #1, which the Developer, by this Declaration, commits to complete.

PC Box 400, Ft. Myers, FL 33902

RECORD VERIFIED - SAL GERAGI CLERK BY C. FOXHINO, D.C.

Each unit owner of Marinatown Village, a Condominium, Section I, and Marinatown Village, a Condominium, Sections II, III and IV, if, as and when the same shall be developed, shall be required to be members of Marinatown Village Recreational and Maintenance Association, Inc. In addition, this corporation not for profit shall be responsible for the maintenance and repair of the common road areas for use of Marinatown Village, a Condominium, Section I, and Marinatown Village, a Condominium, Sections II, III and IV, if, as and when the same shall be constructed, and a Recreation Area #2 (comprising of one additional pool). Provided, however, the Developer does not, with this Declaration, commit to the construction of Recreation Area #2, and the commitment to construct Recreation Area #2 is conditioned upon completion of each of the four (4) Sections of Marinatown Village, a Condominium, as reflected on Exhibit "B".

C. At the time of the filing of this Declaration, any references to Marinatown Village, a Condominium, Section II, Section III, and Section IV, and related recreational areas (Recreational Areas #2) are for reference only. The Developer makes no commitment herein to the construction of such subsequent Sections, and the same will be constructed only if, as and when marketing, economic and other conditions direct, and as the developer shall deem best. In the event, however, such Sections or any portions thereof, either in the sequence numbered or out of such sequence, shall be constructed by the Developer, it is understood that each unit owner of such subsequent Sections shall be and become a member of the Marinatown Village Recreational and Maintenance Association, Inc., subject to the privileges and obligations of such membership.

D. Recreation Area #2 will only be constructed in conjunction with the construction of Marinatown Village, a Condominium, Section IV, but shall be for the joint use of unit owners of Marinatown Village, Sections I - IV, and shall be owned and managed by Marinatown Village Recreational and Maintenance Association, Inc., a corporation not for profit.

E. Contiguous to the property upon which Marinatown Village, a Condominium, Sections I - IV are being constructed, are tennis courts owned by Seago Group, Inc., a Delaware Corporation. The tennis courts are utilized by Marinatown Condominium and may also be utilized by the owners in Marinatown Village, a Condominium, Section I. The use of said tennis courts may be either arranged individually by unit owners or arranged by the Association, if the Association so elects to do so. The Developer herein makes no warranties, representations or other statements as to the cost, use, availability or other matters of said tennis courts, but includes this as simply informational material, and also makes no claim upon said tennis courts, and has no right therein.

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



B. Association. Association shall mean Marinatown Village a Condominium, Section I, Association, Inc., which shall be responsible for the operation of the condominium except as may be otherwise herein provided.

C. Common Elements. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium together with all other elements as designated in the Florida Condominium Act, and all other elements necessary for the common maintenance, safety and welfare of the condominium owners.

D. 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 management of the Association.

E. 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 common expenses.

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

G. Unit Owner. A condominium unit owner shall be an owner of a condominium parcel or unit in Marinatown Village, a Condominium, Section I, in fee simple.

H. Condominium Documents. Condominium documents shall include this Declaration together with By-Laws attached hereto as Exhibit "A"; Surveyor's Plat, which is attached hereto as Exhibit "B" and herein referred to as Surveyor's Plat; Rules and Regulations of Marinatown Village, a Condominium, Section I, Association, Inc., which are attached hereto as Exhibit "C"; and Form of Warranty Deed attached hereto as Exhibit "D". Exhibit "E" will be the

Articles of Incorporation of Marinatown Village, a Condominium, Section I, Association, Inc. Exhibit "F" will be the Articles of Incorporation of Marinatown Village Recreational and Maintenance Association, Inc; and Exhibit "G" will be the By-Laws of said Association.

I. Limited Common Elements. The limited common elements shall include property which is reserved for the use of a certain unit to the exclusion of other units. The balcony areas of each unit are specifically designated as Limited Common Elements, limited in use to the unit owner of the unit to which the balcony shall be attached.

J. Recreation and Maintenance Association. Recreation and Maintenance Association shall mean Marinatown Village Recreational and Maintenance Association, Inc., which shall be a corporation not for profit and shall be responsible for operation and maintenance of Recreation Area #1 and common roadway area as reflected on Exhibit "B" attached hereto and Recreation Area #2, if, as and when the same shall be constructed. Each unit owner of Marinatown Village, a Condominium, Section I, Section II, Section III and Section IV (if the same shall be developed), shall be a member of the Recreational and Maintenance Association.

1. STATEMENT OF CONDOMINIUM SUBMISSION. North River Mile Properties, Ltd., herewith submits to condominium ownership only the land described in Exhibit "B" as Marinatown Village, a Condominium, Section I (See Site Plans and legal descriptions thereof attached hereto and made a part hereof by reference).

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be "Marinatown Village, a Condominium, Section I.

3. UNIT IDENTIFICATION. The identification of each unit shall be by number, and the same shall be as indicated on the Surveyor's Plat which is attached hereto as Exhibit "B" and a part of this Condominium Declaration by reference, and hereinafter called "Surveyor's Plat".

4. SURVEY AND GRAPHIC DESCRIPTION. The Surveyor's Plat

includes a survey of the land submitted herewith to condominium ownership and a plot plan thereof describing each unit, common elements and their relative location and the approximate dimensions of each unit and is attached hereto.

5. OWNERSHIP OF COMMON ELEMENTS. Each unit owner shall own a 1/56th interest in and to the common elements.

Provided, however, it is specifically understood that the ownership and management and control of Recreation Areas #1 and #2 and common roadway areas, as designated on Exhibit "B" hereof, shall be through membership in Marinatown Village Recreational and Maintenance Association, Inc. The proportionate membership or ownership thereof shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of then completed or declared units of Marinatown Village, a Condominium, Sections I, II, III or IV, if, as and when the same shall be developed.

6. RESERVED AND GRANTED EASEMENTS AND PARKING AREAS. There is specifically and respectively granted and reserved cross easements for ingress and egress for walkway and vehicular traffic to and for unit owners of all condominium units of Marinatown Village, a Condominium, Section I, and Marinatown Village, a Condominium, Sections II, III and IV, if and when the same shall be developed and constructed, over and across the areas so designated on Exhibit "B", Surveyor's Plat hereto attached. The Developer has, on the recording of this Declaration, reserved certain areas designated on the Surveyor's Plat as "Parking Areas". It is specifically agreed and covenanted that that reservation relates only to the parking area and improvements located thereon. It is further covenanted and declared that while those parking areas shall be maintained by the Association, any expenses of repair and maintenance and all ad valorem property taxes as are separately assessed against the parking area will be proportionately allocated among the owners of said parking areas by fractional shares, the numerator of which shall be the number one (1) and the denominator of which shall be the total

number of parking areas.

7. VOTING RIGHTS, SHARING OF COMMON EXPENSES AND OWNING COMMON SURPLUS. The voting rights of the owner of each apartment unit, the sharing of common expenses and the ownership of common surplus as of the date of this Declaration shall be 1/56th. Provided, further, that in no event shall the ratio or proportion of common expenses be increased nor shall the ownership of the common elements set forth in this Declaration of each unit owner be decreased; provided, however, that this limitation shall not apply as to the Recreational and Maintenance Association membership therein, ownership thereof and assessments of members therein.

8. BY LAWS. The By-Laws of the Association shall be the original By-Laws of the Association which are attached hereto as Exhibit "A" and made a part of this Declaration by reference. Said By-Laws may be amended in the manner as may be provided in them.

9. CONDOMINIUM UNITS. Condominium units are those cubicles of space, and all improvements constructed or to be constructed therein, as are further identified and described in the Surveyor's Plat which is attached as an Exhibit to this Declaration. The horizontal boundaries of each unit shall be the interior unfinished surface of the concrete block walls of such unit which shall be deemed to include the most exterior extrusion of all windows, doors and other openings, and the vertical boundaries shall be the unfinished floors and unfinished ceiling of each unit. The Developer specifically reserves the right to construct within each condominium unit residential improvements as the Developer deems best until such time as such units shall be conveyed by the Developer to the purchaser.

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

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:

a. Common Elements. An undivided share of the common elements, such undivided share to be that portion set forth in paragraph 5 hereof.

b. Association Membership and interests in funds and assets held by the Association.

c. Provided, however, that such 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.

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

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

b. 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 exercised by the Association on a unit owner's behalf, and shall only be exercised during reasonable hours except that access may be had at any time in case of emergency.

c. Support. Every portion of a unit contributing to the support of the apartment or unit building shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building or unit.

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

10. MAINTENANCE RESPONSIBILITY. The owner of an apartment 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 unit owners in the building and shall specifically refrain from making any changes in appearances or otherwise to the exterior of the unit including any limited common elements. The Association shall be responsible for the maintenance, repair and improvement of the common elements in the manner and method as may be herein set forth or as may be set by the By-Laws of the Association, exclusive of balconies which shall be the obligation of the owner to whom such limited common element shall be assigned.

11. ASSESSMENT. Assessments against owners shall be made by the Board of Administration of the Association, and shall be borne by the unit owners on a pro rata basis on the same basis as ownership of common elements, except as to Recreation Areas #1 and #2, which shall be as assessed as otherwise herein provided. Provided, however, that the Developer, its successors, nominees or assigns, as the owner of any units, shall be excused from the payment of a share of the common expenses and assessments related to those units for a period which shall terminate not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. Provided, however, that in such event, the Developer, its successors or assigns, shall be responsible for and pay the portion of common expenses incurred during that period, which exceed the amount assessed against other unit owners.

- Amended  
1/6/03

12. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium units and of 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, authorities

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. The management of the Association and election of members of the Board of Directors shall be subject, however, to the following formula: When unit owners other than the Developer own 15% or more of the units in the condominium that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3rd) of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

A. Three (3) years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers;

B. Three (3) months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers;

C. When all the units that will be operated ultimately by Marinatown Village, a Condominium, Section I, Association, Inc. have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or,

D. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer shall be entitled to elect at 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 at least three (3) of the units. With exception of the first sentence of this paragraph 11, the provisions of this

paragraph shall also apply to the Marinatown Village Recreational and Maintenance Association.

13. INSURANCE. Insurance upon the common elements and the entire condominium improvements, including but not limited to buildings and all recreational areas, exclusive of tangible personal property of unit owners or improvements placed within the condominium units by the owners thereof, including fire, wind, flood and extended coverage, shall be maintained by the Association, in an amount not less than their full insurable value for Marinatown Village, a Condominium, Section I, except in case of flood insurance which shall be insured to the maximum amount obtainable through the Federal Flood pool. Said insurance shall be purchased for the benefit of the unit owners and their respective mortgagees, grantees, assignees and others claiming interest, as their interests may appear. The Association shall maintain premises liability insurance as the same relates to the common elements for bodily injury, property damage and personal injury in an amount not less than \$500,000.00 for each occurrence. The responsibility for maintaining insurance for personal property and personal liability, public liability as the same relates to the interior of the respective apartments, shall be that of the unit owner. In the event of loss by fire or other casualty covering property other than that for which the individual apartment or unit owner is responsible, the proceeds of any such insurance shall be paid to such Bank or Trust Company as Insurance Trustee, as the Board of Administration of the Association may select, with approval of the holder of a majority in number of institutional mortgages at such time. In the event of partial destruction of the common elements or improvements insured by the Association, the premises shall be reconstructed or repaired, unless the members of the Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all institutional mortgagees or lienholders holding outstanding liens against condominium units. In



the event of total destruction, the same shall not be reconstructed or repaired unless at a meeting of the Association called within 120 days after such occurrence or casualty, the owners of more than 75% of the condominium unit owners shall vote in favor of such reconstruction or repair. The Insurance Trustee may rely upon a certificate of the Association through one of its Executive Officers to determine whether or not damaged property is to be reconstructed or repaired. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgage endorsement as to such unit, then to the apartment owner or unit owner and the mortgagee jointly.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, then the special assessments provided for herein shall be collected and paid to the Insurance Trustee, before letting of repair or reconstruction contracts, except in the event such repair must be commenced in order to prevent further damage to the condominium property. If at any time prior to, during the reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units to the extent necessary to repair the damaged units, and in equal portions against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. All mortgagees of units agree to the provisions of this paragraph, and agree that the insurance proceeds shall be paid and applied as herein set forth.

14. AMENDMENT OF AND ADDITION TO CONDOMINIUM DECLARATION BY DEVELOPER. The Developer, so long as it owns at least one (1) condominium unit, reserves the right at any time to amend the Declaration, subject to the provisions of subparagraph "k" of

paragraph 21 hereof, as may be required by any construction or permanent financing institution or as may be required by law or by governmental agency, or in such manner as the Developer may determine to be necessary to carry out the purposes of the Development, provided that such amendment shall not increase the proportion of common expenses or the ownership of common elements or expenses borne by the condominium owners.

15. CONDOMINIUM ASSOCIATION. There is herewith established the Marintown Village, a Condominium, Section I, Association, Inc which is incorporated as a corporation not for profit pursuant to the laws of the State of Florida. The members shall be comprised of all owners of apartments or units of Marintown Village, a Condominium, Section I, and membership in the Association shall be established by recordation in the Public Records of Lee County, Florida, of a deed in fee title, to the respective apartments or units. Upon such recordation, the membership of prior owners as to such apartment or unit shall be terminated. The Association shall be governed by the By-Laws as are attached hereto and marked as Exhibit "A", or as the same may be subsequently amended.

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

a. Single Family Residence. A condominium unit shall be used for single family residence only, provided that the fee or other ownership need not be exclusively in the name of a person or family unit, and the common elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. No unit shall be rented except in its entirety. In addition, the provisions hereof may be enforced by any member of the Condominium Association or by any appropriate governmental entity.

*- Amended 1/16/03 & 1/18/05 Scribners Amendment 3/6/08 A mended again 2/24/09 without scribners' error's correction*

b. Nuisance. The condominium apartments or 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.

c. Leasing of Apartments or Units. Leasing or renting of an apartment or unit by an apartment or unit owner is not prohibited. Any owner desiring to lease his apartment or unit for more than one (1) year shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any way vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may be hereafter established. No lease shall be made for a rental period of less than thirty (30) days. The submission and approval provisions of this paragraph shall not apply to the Developer, its successors or assigns, or to any institutional mortgagee.

AMENDED

17. LIMITATION UPON CONVEYANCE OR OWNERSHIP OF APARTMENT OR UNIT. In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments or units in the condominium, the conveyance and sale of an apartment or unit by any owner other than the Developer, its successors or assigns, or any institutional mortgagee, shall be subject to the following restrictions:

No apartment or unit owner may convey, sell, transfer or give an apartment or unit owned by him, except as otherwise herein provided, without approval of the Board of Administration of the Association. The Association reserves the right of first refusal on any such proposed transaction and shall be given thirty (30) days' written notice in which to make its election. In the event the

owner of an apartment or unit shall desire to convey, sell or transfer the apartment or unit owned by him, or any interest therein, he shall give written notice to the President or in his absence, any director of the Association, or in their absence, the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract, or in the event of a gift, a statement of the particulars thereof. Upon such notice, the Board of Administration of the Association shall, within thirty (30) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association and at which time the unit owner shall have the opportunity to be heard. The Board of Administration, in making its decision, shall consider among other things, but not limited to, the effect of such transaction on the overall welfare and enjoyment of the entire condominium apartments or units, the effect of such transaction upon the value of the apartments or units in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the request. The decision of the Board of Administration shall not be unreasonably withheld or unreasonably delayed. The provisions of this paragraph relating to restriction upon conveyance, sale or transfer or gift shall not apply to any institutional mortgagee who shall become a unit owner by foreclosure or otherwise.

18. METHOD OF AMENDMENT OF DECLARATION. Except for provisions of amendment of this Declaration as granted to the Developer herein, this Declaration may be amended only by special meeting called for such purpose after giving written notice to each unit owner, mailed by United States Mail, at least fifteen (15) days prior to the date of such meeting. The change may be requested at a meeting called for such change upon recommendation of the Board of Administration, or upon request of not less than 10% of the outstanding share interest in the condominium as it then shall exist. At such meeting

so called, amendments may be made to the Declaration upon approval of 66-2/3% of the unit owners present and voting by proxy, at such meeting called for such purpose. Any such amendment so passed shall be evidenced by a certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording data identifying the original declaration.

19. RECREATIONAL AND MAINTENANCE ASSOCIATION. Attached hereto as Exhibit "F" are the Articles of Incorporation of Marinatown Village Recreational and Maintenance Association, Inc. It is the intention and purpose of said Association to own and to provide for maintenance, repair and upkeep of the Recreation Area #1 (Swimming Pool) and Recreation Area #2 (Swimming Pool), if, as and when the same shall be constructed, to permit the common usage and enjoyment of said tennis court recreational parcels by all unit owners of all phases of Marinatown Village, a Condominium. In addition, said Association shall be organized to provide for the common maintenance of the roadway and access easements projected through the property, and each unit owner, by acquiring ownership of a unit in Marinatown Village commits himself to membership in said Association and the assessments required for such maintenance.

20. TERMINATION. The condominium property may be removed from the provisions of the Florida Condominium Act by unanimous vote of the unit owners together with the agreement of all lienholders of record, and upon compliance with Chapter 718 of the Florida Statutes, as the same may be amended from time to time.

19. 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 lands.

b. If any provision of this Declaration and its exhibits hereto, as the same now exists or as may be later amended, or any

*-Amended  
1/6/03*

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 apartment unit owners.

d. All notices as herein provided shall be by United States Certified mail.

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 recognized lending institution.

f. All liens and lien rights of the Association and the Recreational and Maintenance Association shall be specifically subordinate to the claim of any institutional mortgagee.

g. Anything herein to the contrary notwithstanding, the responsibility for maintenance, repair and replacement of any windows, doors, screens, plastic or other sliding aluminium panels, condominium apartments or units shall be that of the unit owner whether or not the same shall be located within the condominium unit. Moreover, recognizing the importance of continuity and the importance of uniform appearance, no amendment or alteration of any area of the exterior of the condominium apartment or 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.

h. Anything herein to the contrary notwithstanding, 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 owners.

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

j. No fee charged by the Association for transfer or approval of transfer shall be in excess of expenditures reasonably required and shall in no event exceed \$50.00.

k. Except as recited in paragraph "o", no amendment of the Declaration shall be made which shall change the configuration or size of any condominium unit in any material fashion or materially alter the appurtenances of such unit without the consent of the unit owners, or change the proportion by which a unit owner shares the common expenses or owns the common surplus unless the record owner of the unit and all record owners of liens on such unit join in the execution of the amendment; provided that said owners of all other units shall not be required to approve such amendment.

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 a part of the common elements. All liens and leaseholds shall be subordinate and subsequent to the rights or easements herein granted to each unit owner.

m. All persons joining this Declaration subject their interests to the provisions of this Declaration and the provisions of the Florida Condominium Laws existing at the time of execution hereof.

n. Any first mortgagee or other purchaser from a first mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure, shall be excused from payment of any unpaid liens for common expenses and assessments unpaid by the prior owner which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage, provided that this shall not excuse such mortgage holder from payment of any such

expenses during the period of his or its ownership of such unit.

o. The Developer reserves to itself, its successors, nominees or assigns the right to remove the party wall between the units for the purpose of combining units in order that two units may be used as one; provided that such removal shall not affect the structural integrity of the building. Provided, however, that any such provision or change shall not affect the percentage of assessment or common ownership, the sharing of common elements and the expenses of the separate units as originally platted herein.

p. Any provision of the laws of the State of Florida or applicable regulations which grants or reserves rights, privileges or protection to the Developer, its successors or assigns, not herein reserved, are specifically incorporated herein by reference.

22. SUCCESSORS IN INTEREST TO THE DEVELOPER. The Developer is herein granted and has reserved unto itself certain rights and privileges. Any and all rights, privileges, authority and control as reserved by the Developer herein shall be equally applicable to any successor in interest or assignee of the Developer.

IN WITNESS WHEREOF, NORTH RIVER MILE PROPERTIES, LTD. has caused this Condominium Declaration to be signed by its undersigned Corporate General Partner and has caused its corporate seal to be affixed.

Signed, Sealed and Delivered  
in the Presence of:

[Signature] NORTH RIVER MILE PROPERTIES, LTD.

[Signature] By:  
As to Developer

General Partner  
[Signature]  
By

Developer (SEAL)



STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of December 1981, before me personally appeared REYNOLD BERTI, General Partner of NORTH RIVER MILE PROPERTIES, LTD., to me known to be the person described in and who executed the foregoing instrument; and he severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal the day and year last aforesaid.

  
\_\_\_\_\_  
Notary Public

(NOTARY'S SEAL)

My Commission Expires: 11/1/82

EXHIBIT "C"

RESTRICTIONS UPON USE OF APARTMENTS OR UNITS AND  
RULES AND REGULATIONS FOR

MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I  
North Fort Myers, Florida

*Amended  
1/18/05*

1. Automobiles may be parked only in the areas provided for that purpose. Trucks, pick-up trucks, boat trailers or other conventional non-private passenger vehicles, such as trailers and 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. Bicycles owned by condominium unit owners shall be parked only in the areas provided for that purpose as shall golf carts or other motorized vehicles.

2. Use of the recreational facilities of the general common elements shall be in such manner as to respect the rights of other apartment owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use shall 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 apartment owner on any part of the outside or inside of the building without the prior written consent of the Association.

5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.

6. All stairways shall be used for the purposes intended and shall not be used for hanging garments or other objects or for cleaning rugs or other household items. No washlines of any kind will be maintained outside owner's apartment. No apartment owner shall discard or permit to fall any items from the windows or the premises, nor shall they place or permit to be placed any foreign objects in the hallways, stairways and other common areas.

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. Servants and domestic help of apartment or unit owners shall not gather or lounge in the common areas.

9. All units shall be used for residential purposes only.

10. The flooring of all apartments above the first floor shall be carpeted except the bathrooms and kitchens and utility rooms. All carpets shall be medium to heavy carpet and pad, of at least sixteen (16) ounce yarn per square yard of carpet and 48 ounces of rubber padding per square yard.

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.

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

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 owners or occupants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the condominium.

14. There shall be no restriction as to the minimum age of children who may live in or visit Marinatown Village, a Condominium, Section I, or any condominium unit or apartment owner. It is well recognized, however, that children, particularly young children, may become a source of annoyance to adults, just as adults may become a source of annoyance to each other. For this reason, the activities and behavior of all children 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 ten (10) years be permitted in the pool area or other common areas or walkways 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 landings, nor shall anything be hung from the windows or 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 exits shall be obstructed in any manner.

16. House guests of apartment owners may not maintain residence for a continuous period exceeding three (3) months and

all such house guests shall be registered by the apartment owner with the Association. House guests shall not be permitted for more than an "occasional" visit in numbers which shall exceed the number of bedrooms in the unit, multiplied by two, plus one.

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

The foregoing regulation shall not apply to the Developer.

18. No unit owner shall drive upon the streets or common areas of Marinatown Village, a Condominium, Section I, in a motorized vehicle commonly known as "hot-rod", "souped-up vehicle", or a car specially equipped to produce greater than normal sound. While motorcycles and motorbikes are not prohibited, the same shall be driven and ridden upon the roads, streets and paths in such manner as not to annoy other owners or damage or destroy the common areas.

19. All bicycles and other vehicles owned by the owner shall be maintained in the area provided for such vehicles. Persons using the bicycle paths and walkways shall at all times use the same in such manner as not to annoy others or cause damage to the paths and areas provided therefor and pedestrians shall have the right of way on such paths.

20. No unit owner who shall own a unit which shall be a part of a multistory building shall permit any open fires, barbecue grills or other similar cooking procedure on the premises of his unit, in any limited common areas, the same to be done in the areas provided therefor.

21. 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.

22. All draperies used on window casings shall be covered by white lining, except where draperies themselves are white or off-white in color.

23. No unit owner shall make repairs, remodel or alter his unit 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.