

172.80

DECLARATION OF CONDOMINIUM

OF

1422019

SUNSET VISTA CONDOMINIUM - B

OFF REC 1509 PC1288

THIS INSTRUMENT PREPARED BY
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PROPERTY VENTURES TWO, LTD., herein called "Developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby make this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the land located in Lee County, Florida owned by the developer and described in attached Exhibit "E" are by this Declaration submitted to the Condominium form of ownership.

2. NAME - PLAN OF DEVELOPMENT - Developer proposes to construct a maximum of 55 single-family residential units and associated improvements designated SUNSET VISTA CONDOMINIUM - B.

3. NAME - ASSOCIATION - The name of the Condominium Association is Sunset Vista Condominium Association, Inc. This Association is incorporated as a nonprofit Florida Corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

4.1. UNIT - A part of the Condominium property which is subject to exclusive ownership.

4.2. UNIT OWNER - The owner of a Condominium parcel.

4.3. UNIT NUMBER - The letter, number or combination thereof which is designated upon the surveyor plans and which is used as the identification of a unit.

4.4. ASSESSMENT - Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

4.5. ASSOCIATION - The Corporation responsible for the operation of the Condominium.

RECORD VERIFIED - SA GERAGI CLERK
BY E. PRICE D.C.

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4.6. BOARD OF ADMINISTRATION - Means the Board of Directors responsible for administration of the Association.

4.7. COMMON ELEMENTS - The portions of the Condominium property not included in the units as defined in Florida Statute 718.108, including:

4.8. The land.

OFF REC 1509 PC 1287

4.9. All parts of the improvements which are not included within the units.

4.10. Easements.

4.11. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

4.12. LIMITED COMMON ELEMENTS - Means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.13. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.14. COMMON SURPLUS - Means the excess of all receipts of the Association including but not limited to assessments rents, profits and revenues on account of the common elements over the amount of the common expenses.

4.15. PERSON - Means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

4.16. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

4.17. CONDOMINIUM DOCUMENTS - Means the Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running

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with the land which govern these rights. All the Condominium documents shall be subject to the provisions of the Declaration.

4.18. CONDOMINIUM PARCEL - Means a unit together with the undivided share in the common elements which is appurtenant to the unit.

4.19. CONDOMINIUM PROPERTY - Means the lands and personal property subject to Condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.20. OPERATION - Means and includes the administration and management of the Condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exists 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:

5.3. HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

5.4. UPPER BOUNDARY - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

5.5. LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

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5.6. VERTICAL BOUNDARIES - The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

5.7. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

5.8. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the Condominium property which shall include but not be limited to:

5.9. COMMON ELEMENTS - An undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

5.10. LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

Balcony, terrace, canopy, garden area, storage locker, garage, laundry room, office, or other facility (enclosed, screened, fenced or open).

5.11. The parking and/or docking space or spaces assigned to the unit by the Developer or the Association.

5.12. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the Association.

5.13. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

REF 1509 #1290

5.14. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

5.15. INGRESS AND EGRESS - Easements over the common areas for ingress and egress, to units and public ways.

5.16. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.17. UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

5.18. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium property.

5.19. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

5.20. BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

5.21. Such portions of the unit as contribute to the support of the building including but not limited to the perimeter walls, columns, roof and floors. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or more than one unit.

5.22. Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner,

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his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured as an assessment.

5.23. All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

5.24. BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

5.25 To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows, window and balcony glass, doors, screens and associated hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping, hot water heater and ductwork serving only the particular unit, whether inside or outside the unit.

5.26. A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior of the units, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval of interior shades, drapes or curtains or for placing appropriate furniture on balconies, patios or terraces.)

5.27. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

5.28. COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "D".

5.29. No action for partition of the common elements shall lie.

OFF REC 1509 PM 1292

5.30. The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

5.31. Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

5.32. Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the Declaration.

6. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the By-Laws.

7. ASSOCIATION - The administration of the Condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

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

8.1. AUTHORITY TO PURCHASE - Except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the Association, for itself and as agent for the owners and their mortgagees as their interests may appear.

8.2. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

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8.3. COVERAGE - CASUALTY - The building and all other insurable improvements upon the land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the current insurable replacement value thereof (exclusive of excavation and foundations) as determined from time to time to account for inflation. Such coverage shall afford protection against:

OFF REC 1509 PC1293

8.4. LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement.

8.5. SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

8.6. PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms necessary to adequately protect the Association.

8.7. WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

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

8.9. 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 in excess of \$10,000.00 shall be paid to any bank in Florida with trust powers 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

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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 and disburse them as provided in Paragraph 9, next following.

OFF REC 1509 pg 1294

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered 75% or more of the units in any condominium operated by the Association untenable, and 75% of the owners of that condominium at a meeting called and held within 60 days of the casualty or 30 days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 14 following.

9.1. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the as-built plans and specifications.

9.2. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

9.3. 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 place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

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9.4. 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 premium, if any) assessments shall be made as to the portions of the property which the unit owners are responsible for maintenance against the unit owners who own the damaged property and against all unit owners in the Condominium as to the portions of the property which are the responsibility of the Association for maintenance (i.e., common elements), in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the appropriate unit owners in sufficient amounts to provide funds for the payment of such costs.

9.5. 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 from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

9.6. 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 amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit 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.

9.7. ASSOCIATION - The Trustee shall make payments upon the written request of the Association, accompanied by a

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certificate signed by an Officer of the Association, and by the Architect or Contractor in charge of the work, who shall be selected by the Association, if the work is the Association's responsibility, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amounts so paid, or now due. OFF REC 1509 PG 1296

9.8. 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 is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the appropriate unit owners and their mortgagees, if any.

9.9. INSURANCE ADJUSTMENTS - The Board of Directors has the exclusive right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "C" and the following provisions:

10.1. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

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10.2. INTERPRETATION - In interpreting deeds, mortgages, and plans the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings and regardless of variances between boundaries shown on the plans or in the deed and those of the buildings. REC 1509 p:1287

10.3. REGULATIONS - Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by a majority vote of the voting interests of the Association. Copies of the regulations and amendments shall be posted conspicuously and shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners.

11. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any owner other than the Developer shall be subject to the following provisions:

11.1. NO OWNER OTHER THAN THE DEVELOPER may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except as to leasing set forth in the Rules and Regulations. Only entire units may be leased.

11.2. NO OWNER OTHER THAN THE DEVELOPER MAY MORTGAGE or finance his unit in any manner without the written approval of the Association except to an institutional lender, provided that this shall not require approval for a unit owner who sells his unit from taking back a purchase money mortgage.

11.3. THE APPROVAL OF THE ASSOCIATION SHALL be obtained as follows:

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11.4. WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

11.5. IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction, disapprove for cause, or furnish an alternate purchaser it approves or itself elect to purchase and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval, in writing, or if it fails to provide an alternate purchaser or purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand provide a certificate of approval.

11.6. AT THE OPTION OF THE OWNER, if a dispute arises, it shall be submitted prior to any litigation to arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

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11.7. THE SALE SHALL BE CLOSED WITHIN 30 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase or within 30 days of the arbitration award whichever is later.

11.8. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, mortgage to a lender other than those types listed above, assignment of interest or other disposition than a sale, notice of disapproval of the Association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

11.9. NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

11.10. FAILURE TO COMPLY - With this section concerning proceedings will not affect the validity of any judicial sale.

11.11. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

11.12. UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the Condominium Documents as they may be amended from time to time.

12.1. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner.

12.2. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

12.3. In the event of a grievance of an owner against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of 20 days in which to try to resolve the grievance.

12.4. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

13. AMENDMENTS - Amendments to any of the Condominium Documents shall be in accordance with the following:

13.1. An Amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of mortgagees where required; shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

13.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents amendment of which will not materially adversely

affect the property rights of unit owners, a 51% vote of the owners shall be the required percentage, or the procedure set forth in F.S. 718.110(5) may be used.

13.3. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any Condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion of percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of owners may be enacted by a 66-2/3% vote.

13.4. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in 13.3 above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and in the case of percentages of ownership, the affirmative vote of the owners of all units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights, which shall otherwise be treated as regular amendments.

14. TERMINATION - The Condominium shall be terminated if at all, in the following manner:

14.1. By the agreement of 80% of the owners and their institutional mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the public records.

14.2. SHARES OF UNIT OWNERS AFTER TERMINATION -

After termination of the Condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit "D". All funds of the Condominium held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set forth in Exhibit "D". The costs incurred by the Association in connection with a termination shall be a common expense.

REC 1509 PC1302

14.3. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided, however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

15. PROVISIONS PERTAINING TO THE DEVELOPER - So long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

15.1. Assessment of the Developer as a unit owner for capital improvements.

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15.2. Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

16. RIGHTS OF MORTGAGEES - Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage.

Also, such mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

OFF REC 1509 PM 1303

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in F.S. 718.116, and shall be entitled to receive interest at ten (10) percent per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

18.1. ALL OWNERS OF UNITS in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

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18.2. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus are shown on Exhibit "D" to this Declaration. The manner of sharing the common expenses will be such that all units will pay the same dollar assessment.

20. SEVERABILITY - If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. VOTING - Each unit shall have one full indivisible vote in all matters.

22. PARKING - There shall be appurtenant to each unit at all times one covered parking space which shall pass with the title thereto. The allocation shall be made initially by the Developer by an unrecorded written instrument given a unit purchaser upon closing. Two or more unit owners may exchange the spaces initially allocated to their units by submitting to the Board of Directors signed and witnessed requests for exchange and surrendering their initial or current allocation instruments. The Directors shall thereupon execute and deliver to such unit owners new allocation instruments signed in the name of the

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Association by and Officer of the Board and bearing the Association Seal, reflecting the changed allocations. Such changed allocations shall have the same force and effect as the ones they replace.

23. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the Condominium property, and closing of all unit sales, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its attachments.

24. TENNIS COURTS - The Sunset Vista Complex will, if fully completed, have two standard tennis courts located on a parcel fronting on West First Street as shown on the Surveyor Plans, Exhibit "B". The construction of these courts is, however, dependent upon the sale and construction of proposed Sunset Vista Condominium - A, the second in the complex, and they will not be built or provided otherwise.

25. PARCELS RESERVED TO DEVELOPER - Portions of the land within the Sunset Vista Complex will be used by the unit owners in both proposed Sunset Vista Condominiums A and B. In order to assure this equal use and enjoyment these parcels and the facilities to be constructed thereon have been reserved to the Developer. Upon the completion and sale of both condominiums or no later than 3 years from the date of the conveyance to an owner of the first unit in the first condominiums to be constructed, these parcels will be deeded to the Association, debt free, subject to the obligation of the unit owner to pay to operate and maintain them. The facilities on these parcels are the swimming pool, the pool cabanna, the mens and womens rest rooms, the pumphouse and the tennis courts.

26. CROSS USE COVENANTS - The Grounds of each of the proposed condominiums are available for the use and enjoyment of the owners, tenants and guests in both without distinction. The Developer reserves and will grant these rights to the proposed "A" condominium provided its Declaration grants reciprocal rights to the "B" condominium.

27. ANETNNA - The Developer hereby reserves all cable and earth station-earth satellite television, information and entertainment rights to itself and its assigns, including the right to provide these services for a reasonable consideration. The holder of the rights shall be privileged to use the condominium property for placement of equipment and antennas and shall pay a reasonable fee therefore to the Association. This paragraph may not be amended without the written consent of the current holder of these rights. This reservation shall continue for a period of fifty (50) years from the date this Declaration is recorded.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 28 day of April, 1981.

WITNESSES:

PROPERTY VENTURES TWO, LTD.
A Florida Limited Partnership

[Handwritten signature]
[Handwritten signature]

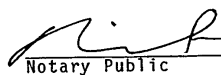
BY: *[Handwritten signature]* (SEAL)
General Partner

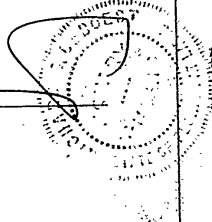
ALLEN, KNUDSEN,
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ATTORNEYS AT LAW
P.O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

REC 1509 PC1307

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this
28 day of April, 1980, by Joseph F. Pulte,
General Partner, on behalf of PROPERTY VENTURES TWO, LTD.,
a Florida limited partnership.


Notary Public



My Commission expires:

~~NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22 1984
BONDED THRU GENERAL INS. UNDERWRITERS~~

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADE
& EDWARDS, P. A.
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FORT MYERS, FLORIDA

EXHIBIT "A"

BY-LAWS

OFF REC 1509 PC1308

OF

SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of Sunset Vista Condominium Association, Inc., a non-profit Florida corporation formed for the purpose of administering Sunset Vista Condominiums A and B, which will be located at Fort Myers, Florida, upon the land described in the Declarations of Condominium. (The corporation shall hereafter be referred to as the Association).

1.1. OFFICE - The office of the Association shall be upon the Condominium complex property.

1.2. FISCAL YEAR - The fiscal year of the Association shall be from October 1st through September 30th each year.

1.3. SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held upon the Condominium complex property or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten (10) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least 14 days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least 14 days prior to the annual meeting.

2.4. The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 30 days prior to the meeting at which the budget will be considered.

2.5. Notice of a special meeting to elect a director or directors from the unit owners other than the Developer is specified in By-Law 3.7.

2.6. Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2:7. Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than 10 days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the Condominium to do so.

2.8. All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

2.9. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the Condominium Documents or such other decision as may by law or said Documents require a larger percentage in which case the percentage required in the Documents or law shall govern.

2.10. EACH UNIT shall have one indivisible vote. If multiple owners cannot agree on the vote it will not be counted.

2.11. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and

shall be valid only for the particular meeting designated therein and must be filed with the Secretary before or at the appointed time of the meetings.

2.12. APPROVAL OR DISAPPROVAL of a unit upon any matter, whether or not the subject of an Association meeting, shall be subject to 2.10 above.

2.13. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.14. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present when he (or she) shall preside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3. BOARD OF DIRECTORS

3.1. MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. Boards elected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the owners may decide. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director as long as it holds at least 5% of the units that will ultimately be operated by the Association for sale in the ordinary course of business.

3.2. DESIGNATION OF DIRECTORS shall be in the following manner:

3.3. Members of the Board of Directors except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Paragraph 3.7 under F.S. 718.301.

3.4. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

3.5. Any Director except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by

OFF REC 1509 PC1313

written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by 10% of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.6. When unit owners other than the Developer own fifteen percent (15) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors 3 years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business 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.

3.7. Within 60 days after unit owners other than the Developer are entitled to elect a member or members of

OFF REC 1509 PG1314

the Board of Directors, the Association shall call and give not less than 30 or more than 40 days' notice of a meeting of the unit owners for this purpose. The meeting may be called and notice given by any owner if the Association fails to do so.

3.8. Prior to or not more than 60 days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in F.S. 718.301.

3.9. THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at any annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members terms of two years so that a system of staggered terms will be initiated.

3.10. THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

OFF REC 1509 PM 1315

3.11. REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.12. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.13. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.14. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

3.15. A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which

OFF REC 1509 PC1316

a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

3.16. THE PRESIDING OFFICER at Directors' meetings shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.17. DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

OFF REC. 1509 PC1317

- 4.1. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the Condominium.
- 4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.
- 4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium property.
- 4.4. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.
- 4.5. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.
- 4.6. TO ENFORCE by legal means the provisions of applicable laws, the Condominium Documents, the By-Laws of the Association, and the Regulations for the use of the property in the Condominium.
- 4.7. TO CONTRACT FOR MANAGEMENT of the Condominium.
- 4.8. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.
- 4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.
- 4.10. TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Condominium and not billed to owners of individual units.

OFF. REC. 1509 PC1318

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

4.12. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

4.13. THE DIRECTORS MAY, pursuant to F.S. 617.10 (3) impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00, against unit owners for violations of the Condominium Documents, including the Rules and Regulations, by owners or their guests or lessees. No fine shall be imposed until the owner(s) has been given a hearing before the Board.

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

5.2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This

provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

5.7. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which shall accrue a reserve for deferred maintenance per F.S. 718.112(1979) unless waived by the owners. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

7.2. A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

7.3. The first budget shall be made by the Developer.

7.4. ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

OFF
REC 1509 PC1322

7.5. EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them.

7.6. ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

7.7. LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

7.8. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

OFF REC 1509 PC1323

7.9. THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

7.10. ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests or record.

7.11. COLLECTION--INTEREST: APPLICATION OF PAYMENTS-- Assessments paid on or before thirty (30) days after the date due shall not bear interest, but all sums not paid on or before thirty (30) days may bear interest at the rate of 12% per annum from the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.12. COLLECTION -- SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per F.S. 718.116(5) (b) the

OFF REC 1509 PC1324

Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

7.13. ACCOUNTS - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

7.14. COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

7.15. ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

7.16. CONTINGENCY ACCOUNT - which shall be credited all sums collected for contingencies and emergencies.

7.17. RESERVE FOR DEFERRED MAINTAINANCE ACCOUNT.

7.18. THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.19. AN AUDIT of the accounts of the Association shall be made annually including but not limited to a complete financial report of actual receipts and expenditures for the

OFF REC 1509 PC1325

previous 12 months. It shall comply with F.S. 718.111(13) 1979. A copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Directors, or at the annual meeting.

7.20. FIDELITY BONDS shall be required by the Board of Directors from all Officers and Directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be proposed in the following manner:

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

9.2. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

9.3. INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten (10) percent of the membership of the Association.

OFF. REC 1509 pc1326

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

9.6. PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW # ____ FOR PRESENT TEXT."

10. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

The foregoing were adopted as the By-Laws of Sunset Vista Condominium Association, Inc., at the first meeting of the Board of Directors.


President

REC:1503 PG:1327

SUNSET VISTA CONDOMINIUM - B

EXHIBIT "B"

PLOT PLAN

SEE CONDOMINIUM PLAT BOOK 7, PAGE 82,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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SWARTZ,
DEBOEST, RHOADS
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SUNSET VISTA CONDOMINIUM-B

REC-1509 PC1328

EXHIBIT "C"

RULES AND REGULATIONS

1. Passenger automobiles, vans and trucks (used for Personal Transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Boats, campers and recreational vehicles shall not be parked on the grounds for longer than 24 hours without approval of the Directors. Bicycles and mopeds shall be parked only in such areas as may be designated for that purpose. Vehicle maintenance and car washing are not permitted on the Condominium property.

2. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners, and the Directors may regulate duration of play, hours of opening and closing and schedule their use.

All outside guests using the pool and tennis courts must be registered with the Manager or other designate of the Board of Directors prior to using the facilities.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of any building without the written consent of the Directors.

4. No sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any apartment owner on any part of the condominium property visible from the exterior of the buildings or from common areas without the prior written consent of the Directors to maintain uniformity of exterior appearance.

5. All common areas inside and outside the buildings will be used for their designated purposes and no articles belonging to unit owners shall be kept therein or thereon without the approval of the Directors and such areas shall at all times be kept free of obstruction.

OFF. REC. 1509 PG 1329

6. Usual household pets or a size that they may be carried in the arms may be kept on the premises, provided, however, that if the Directors shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises. Pets shall be kept leashed or caged when outside a unit. Pets are not permitted to be on the deck adjacent to the pool and must be curbed only on the designated areas of the Condominium property.

7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units.

8. All persons occupying units other than the owners shall be registered with the manager or other designate of the Association, at or before the time of their occupancy of the unit. This includes renters and house guests.

Units may not be rented for periods of less than one month. A copy of the house rules must be given to the renters by the unit owners or the Manager.

The foregoing regulation shall not apply to the Developer, nor may it be amended as to the Developer without the written consent of the Developer.

9. The Association shall retain a pass key to the premises, and the unit owner shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the premises.

10. The unfinished floor surfaces of all units (except foyers, bathrooms, kitchens, utility rooms, terraces or balconies) shall be covered with carpeting to reduce the transmission of noise from one unit to another, except first floor units.

11. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized, however, that children may become a source of annoyance to adults, particularly young children. 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 Directors, 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 shall remove the child 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 along the seawalls or fishing pier unaccompanied by an individual of responsible age.

12. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, stereos, singing and playing of musical instruments shall be regulated to sound levels that will not disturb others.

13. Use of barbeque grills shall only be allowed in areas designated as safe and appropriate by the Directors.

14. These rules and regulations shall apply equally to owners, their family, guests, domestic help and lessees.

15. This condominium is restricted to single family living use only.

EXHIBIT "D"
SUNSET VISTA CONDOMINIUM-B
PERCENTAGE OF OWNERSHIP OF
THE COMMON ELEMENTS

OFF. REC. 1509 PC1331

EACH UNIT SHALL OWN AN UNDIVIDED 1/55th PORTION OF THE WHOLE.

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EXHIBIT "E"

DEF 1500 REC 1332

LEGAL DESCRIPTION

Building "B" - COMMITTED TO CONDOMINIUM FORM OF OWNERSHIP

A lot or parcel of land lying in Government Lot 1, Section 23, Township 44 South, Range 24 East, and in Government Lot 1, Section 14, Township 44 South, Range 24 East, which lot or parcel is described as follows: From the intersection of the Northeasterly right-of-way line (20 feet from the centerline) of Wilna Street and the Southeasterly right-of-way line (30 feet from the centerline) of First Street run Northeasterly along said Southeasterly right-of-way line of First Street for 37.5 feet; thence run Northwesterly perpendicular to said right-of-way line for 60 feet to a steel pin on the Northwesterly right-of-way line of First Street; thence run Southwesterly 168.0 feet along said right-of-way line to the point of beginning of the land herein described: From said point of beginning thence North 44° 54' 00" West for 128.0 feet; thence North 45° 06' 00" East for 80.0 feet; thence North 44° 54' 00" West for 190.0 feet; thence South 45° 06' 00" West for 15.0 feet; thence North 44° 54' 00" West for 90.0 feet; thence North 45° 06' 00" East for 45.0 feet; thence North 44° 54' 00" West for 117.0 feet to the waters of the Caloosahatchee River; thence South 45° 06' 00" West along said waters for 128.83 feet; thence South 44° 54' 00" East for 125.0 feet; thence South 45° 06' 00" West for 18.0 feet; thence South 44° 54' 00" East for 215.0 feet; thence South 45° 06' 00" West for 20.0 feet; thence South 44° 54' 00" East for 50.0 feet; thence South 45° 06' 00" West for 12.67 feet; thence South 44° 54' 00" East for 135.0 feet to said right-of-way of West First Street; thence North 45° 06' 00" East for 69.5 feet to the point of beginning.

Containing 1.30 acres more or less

Subject to easements, restrictions and reservations of record.

RECREATION AREA (RESERVED TO DEVELOPER) NOT COMMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME

A lot or parcel of land lying in Government Lot 1, Section 23, Township 44 South, Range 24 East, which lot or parcel is described as follows: From the intersection of the Northeasterly right-of-way line (20 feet from centerline) of Wilna Street and the Southeasterly right-of-way line (30 feet from the centerline) of First Street run Northeasterly along said Southeasterly right-of-way line of First Street for 37.5 feet; thence run Northwesterly perpendicular to said right-of-way line for 60.0 feet to a steel pin on the Northwesterly right-of-way line of First Street, thence run Southwesterly 58 feet along said right-of-way line to the point of beginning of the land herein described: Thence South 45° 06' 00" West along said right-of-way line of West First Street for 110.0 feet; thence North 44° 54' 00" West for

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128.0 feet; thence North 45° 06' 00" East for 80.0 feet; thence North 44° 54' 00" West for 190.0 feet; thence South 45° 06' 00" West for 15.0 feet; thence North 44° 54' 00" West for 90.0 feet; thence North 45° 06' 00" East for 45.0 feet; thence South 44° 54' 00" East for 408.0 feet to said right-of-way line of West First Street and the point of beginning.

Containing 0.55 acres more or less.

OFF.
REC 1509 PC1333

Subject to easements, restrictions and reservations of record.

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INK ENGINEERING INC.

TELEPHONE (813) 992-8500

CIVIL & STRUCTURAL ENGINEERS • LAND SURVEYORS

GORDON D. MEIERS, P.E., P.L.S.
PRESIDENT

260 PROFESSIONAL PLACE
NORTH FORT MYERS, FLORIDA 33903

JAMES G. JACK, P.E.
VICE-PRESIDENT

ASSOCIATES

HOWARD S. BECK, P.L.S.
KURT WAGNER, P.E.

RESERVED TO DEVELOPER

MARCH 12, 1981

DESCRIPTION

OFF REC 1509 PG 1334

PROPOSED EASEMENT FOR STORM DRAIN AT
SUNSET VISTA
(TO BE RESERVED TO DEVELOPER UNTIL REQUESTED BY CITY)

THE SOUTHEASTERLY 6.0 FEET, ALONG WEST FIRST STREET AND THE NORTH-
WESTERLY 6.0 FEET, ALONG CLIFFORD STREET OF
PHASE I, II AND RECREATION AREA OF SUNSET VISTA CONDOMINIUM WHICH
TOTAL LANDS ARE DESCRIBED AS FOLLOWS:

A LOT OR PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 44
SOUTH, RANGE 24 EAST, AND IN GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 44
SOUTH, RANGE 24 EAST, WHICH LOT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE (20 FEET FROM
THE CENTERLINE) OF WILNA STREET AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE
(30 FEET FROM THE CENTERLINE) OF FIRST STREET RUN NORTHEASTERLY ALONG SAID
SOUTHEASTERLY RIGHT-OF-WAY LINE OF FIRST STREET FOR 37.5 FEET; THENCE RUN
NORTHWESTERLY PERPENDICULAR TO SAID RIGHT-OF-WAY LINE FOR 60 FEET TO A STEEL
PIN ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, THENCE RUN SOUTH-
WESTERLY 58 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING RUN SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE
A DISTANCE OF 249.08 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF
CLIFFORD STREET, THENCE RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE A
DISTANCE OF 525.10 FEET TO THE BULKHEAD LINE AS ESTABLISHED BY CITY ORDINANCE
NO. 545 IN APRIL, 1955; THENCE RUN NORTHEASTERLY ALONG SAID BULKHEAD LINE AND
PARALLEL WITH SAID FIRST STREET FOR A DISTANCE OF 259.20 FEET MORE OR LESS
TO A POINT WHICH IS 525 FEET FROM AND PERPENDICULAR TO THE POINT OF BEGINNING;
THENCE RUN SOUTHEASTERLY PERPENDICULAR TO FIRST STREET A DISTANCE OF 525 FEET
TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS & RESERVATIONS OF RECORD.

State of Florida



Department of State

OFF REC 1509 PG1335

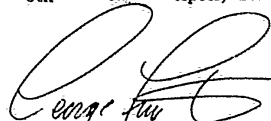
I certify that the attached is a true and correct copy of the Articles of Incorporation of SUNSET VISTA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on April 4, 1980, as shown by the records of this office.

The charter number for this corporation is 751879.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of April, 1980.



CER 101 Rev. 5-79


George Firestone
Secretary of State

FILED

APR 4 1 23 PM '80

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I.

The name of this corporation is SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

OFF REC 1509 PG 1336

The purpose for which this corporation is organized is to act as the governing association of SUNSET VISTA CONDOMINIUMS, "A" and "B", located at Fort Myers, Florida.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a condominium unit in the Condominium shall by virtue of such ownership be a member of this corporation.

ARTICLE IV.

The corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers to these Articles of Incorporation are as follows:

RICHARD D. DeBOEST
2118 First Street
Fort Myers, Florida 33901

MARJORIE S. BAER
2118 First Street
Fort Myers, Florida 33901

BILLY J. WALLACE
2118 First Street
Fort Myers, Florida 33901

ARTICLE VI.

The affairs of the corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Condominium Association as provided for in the By-Laws. At such time as the Developer has relinquished control of the Association as provided by

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the Condominium Act, the Board may be composed of any odd number of Directors that the members decide (as provided for in the By-Laws).

ARTICLE VII.

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

RICHARD D. DeBOEST - President
BILLY J. WALLACE - Vice-President
MARJORIE S. BAER - Secretary/Treasurer

OFF. 1509 PC1337
REC.

ARTICLE VIII.

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

RICHARD D. DeBOEST
P. O. Box 1480
Fort Myers, Florida 33902

MARJORIE S. BAER
P. O. Box 1480
Fort Myers, Florida 33902

BILLY J. WALLACE
P. O. Box 1480
Fort Myers, Florida 33902

ARTICLE IX.

The By-Laws of the corporation are to be made, altered or rescinded by a majority vote of the members and Directors of the corporation.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

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The Amendment may be approved by a vote of a majority of the members of the corporation.

ARTICLE XI.

Each unit in the condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

OFF. REC. 1509 PC1338

ARTICLE XII.

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

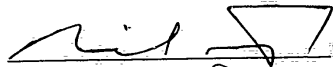
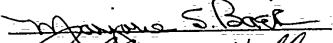

ARTICLE XIII.

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIV.

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 26th day of March, 1980.

 (SEAL)
 (SEAL)
 (SEAL)

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared RICHARD D. DeBOEST, MARJORIE S. BAER and BILLY J. WALLACE, known to me and known to be the persons

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SWARTZ,
DeBOEST, RHOADS
& EDWARDS, P.A.
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who executed the foregoing Articles of Incorporation, and they
acknowledged before me that they executed those Articles of
Incorporation.

WITNESS my hand and seal this 26 day of March, 1980.

Laura J. Strickland
NOTARY PUBLIC

MY COMMISSION EXPIRES:

OFF. REC. 1509 PC1339

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 18 1988
BONDED THRU GENERAL INS. UNDERWRITERS

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SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
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OFF. REC. 1509 PC1340

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

IN COMPLIANCE WITH SECTION 48,091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF FORT MYERS
(CITY)

STATE OF FLORIDA, HAS NAMED Richard D. DeBoest
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 2118 First Street (Collier Acade)
(STREET ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Fort Myers, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]
(CORPORATE OFFICER)

TITLE President

DATE March 26, 1980

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

SIGNATURE [Signature]
(RESIDENT AGENT)

DATE March 26, 1980

FILED

Apr 4 1 23 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORP. 25
1/1/76

OFF: 1509 PG 1341
REC: 1509 PG 1341

CONSENT OF MORTGAGEE

COMES NOW, FIRST NATIONAL BANK IN FORT MYERS, the owner and holder of that certain Mortgage given by PROPERTY VENTURES TWO, LIMITED, A Florida Limited Partnership, dated July 1, 1980 and recorded July 1, 1980 in O. R. Book 1437, Page 1853 of the Public Records of Lee County, Florida, and consents to submitting the land described in the Declaration of Condominium of SUNSET VISTA CONDOMINIUM-B to the Condominium form of ownership in the manner and form set forth herein.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set his hand and seal this 23rd day of April, 1981.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FIRST NATIONAL BANK IN FORT
MYERS

Georgia Feith BY: Frank C. Weiss
Walter Mason Frank C. Weiss, Senior VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23rd day of April, 1981 by Frank C. Weiss, S. Vice President as Vice President of First National Bank in Fort Myers.

Mrs. Georgia Feith
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 8, 1984

SURVEYOR'S CERTIFICATE

OFF. REC. 1509 PC1342

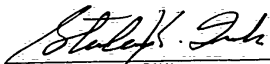
SUNSET VISTA CONDOMINIUM - B
FORT MYERS, FLORIDA

I, STANLEY K. INK, Registered Florida Land Surveyor, hereby certify that construction of improvements as shown on the Plot Plan (Exhibit "B") to Declaration of Condominium of SUNSET VISTA CONDOMINIUM - B, has been substantially completed.

The Plot Plan (Exhibit "B"), together with the provisions of the Declaration describing the condominium property is an accurate representation and there can be determined from these materials the location and dimension of the units and common elements.

All planned improvements, including but not limited to the landscaping, utility services and access to the units and common element facilities serving the building have been substantially completed.

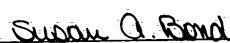
DATED this 30th day of April, 1981.


STANLEY K. INK
REGISTERED SURVEYOR #1733

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared STANLEY K. INK, to me known and who acknowledged that he executed the foregoing instrument for the purposes therein mentioned.

WITNESS my hand and official seal this 30th day of April, 1981.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 1, 1982

MAY 4 3 10 PM '81
RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

