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CERTIFICATE OF AMENDMENT

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DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM
SUNSET ROYALE CONDOMINIUM
SUNSET VISTA-B CONDOMINIUM

BY-LAWS
SUNSET OF FORT MYERS CONDOMINIUM
ASSOCIATION, INC.

OR 2292 PG 3938

WE HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Sunset Royale Condominium Association, Inc., which Declaration is recorded at O.R. Book 1971, Page 44; the amendments to the Declaration of Condominium of Sunset Vista-B Condominium Association, Inc., which Declaration is recorded at O.R. Book 1509, Page 1286 and the amendments to the By-Laws of Sunset of Fort Myers Condominium Association, Inc., were duly adopted by the Association membership at the duly noticed annual member's meeting of the Association on the 12th day of November, 1991. Said amendments were passed by a proper percentage of votes of the voting interests of the Association.

DECLARATION OF CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: K. DeLisle, D.C.

Article 19 of the Declaration of Condominium of Sunset Royale

19. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. During his occupancy, if so ordered by the Court, the owner shall be required to pay a reasonable rental, and the Association shall be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate, ~~currently 18% per annum~~ on unpaid assessments and reasonable attorneys' fees and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

(Remainder of Article Unchanged)

* * * * *

Article 17 of the Declaration of Condominium of Sunset Vista-B

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 a 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~~ the highest rate allowable by law on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

* * * * *

Article 4, Section 4.7 of the By-Laws, Sunset of Fort Myers Condominium Association, Inc.

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:

(Subsections 4.1 through 4.6 Unchanged)

4.7 TO CONTRACT FOR MANAGEMENT of the Condominium. Provided, however that any contract for the management of the condominiums and the Association may not be approved by the Board unless the contract is in writing, and provides for termination by either party, with or without cause, upon thirty (30) days written notice to the other party.

(Remainder of Article Unchanged)

* * * * *

Article 7, Section 7.2 of the By-Laws, Sunset of Fort Myers Condominium Association, Inc.

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

(Subsections 7.1 through 7.11 Unchanged)

7.12. COLLECTION - SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, 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 highest rate allowable by law 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 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.

* * * * *

Rule 8 of the Rules and Regulations of Sunset of Fort Myers Condominium Association, Inc.

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. A copy of the house rules must be given to the renter by the unit owners or the Manager.

A. Units in Sunset Vista Condominium-B may not be rented for a period of less than six months and one day.

B. Units in Sunset Royale Condominium may not be rented or leased for a period of less than ~~three~~ six months plus one day.

IN WITNESS WHEREOF, we have affixed our hands this 2ND day of APRIL, 1992, at Lee County, Florida.

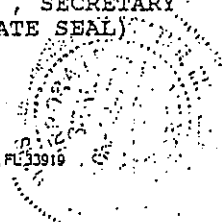
WITNESSES:
x Mario Pung
x Virginia W. Spitt
x Mario Pung
x Virginia W. Spitt

SUNSET OF FORT MYERS
CONDOMINIUM ASSOCIATION, INC.

BY: [Signature], PRESIDENT

ATTEST: [Signature]
SECRETARY
(CORPORATE SEAL)

OR2292 Pg3939

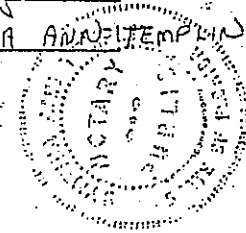


STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2nd day of APRIL, 1992 by JOHN ASP as PRES and CARDI SIKO as SECY of SUNSET OF FITNESS CLUB Association, Inc., a Florida Corporation, on behalf of the corporation. He/She/They ~~is~~ are personally known to me or has produced (type of identification) FL DRIVERS LICENSE as identification and did not take an oath.

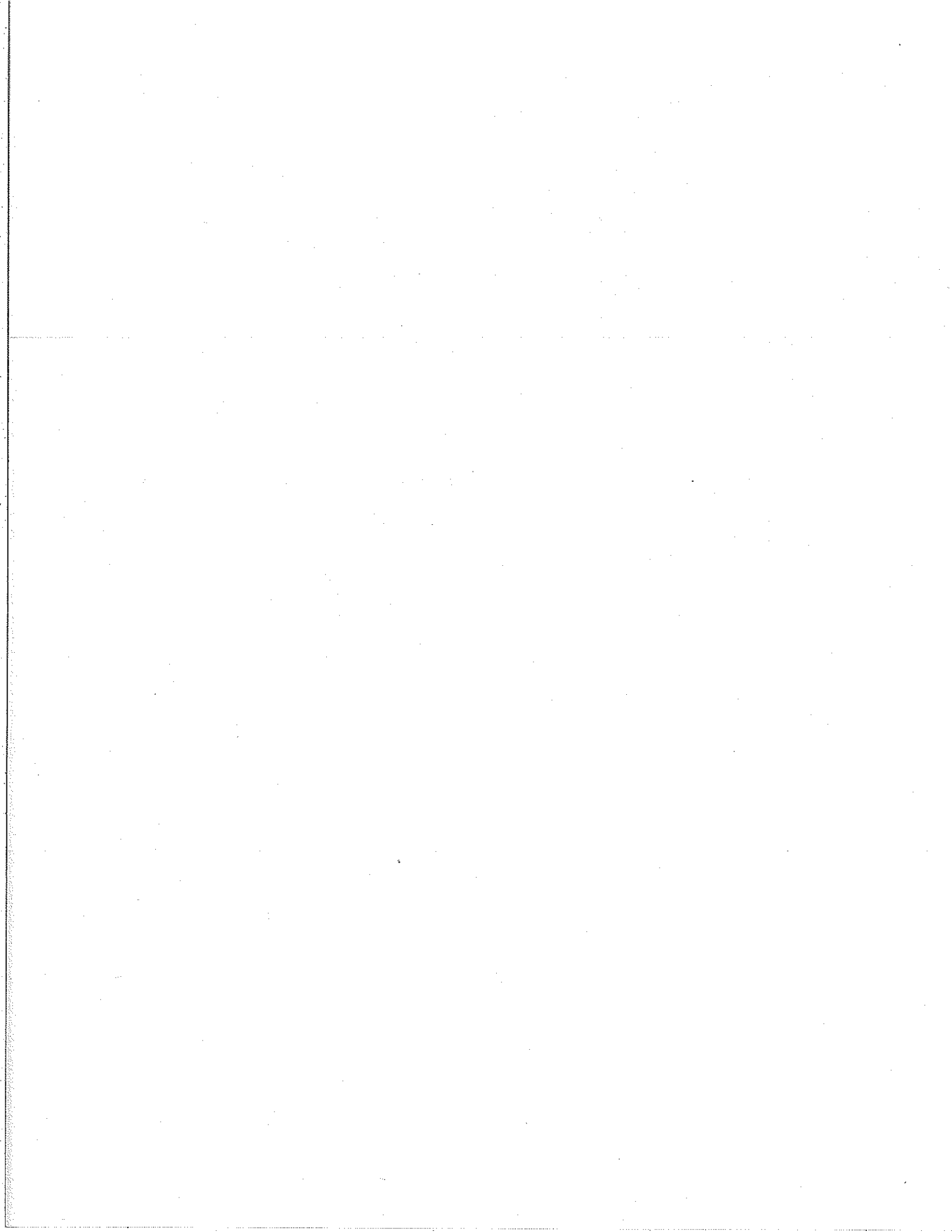
Cynthia Ann Temple
Notary Public
Printed Name: CYNTHIA ANN TEMPLE

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 22, 1993
BONDED THRU AGENT'S NOTARY BROKERAGE



OR2292 PG3940

CHARLIE GREEN LEE CITY FL
92 APR 17 AM 11:06



DECLARATION OF CONDOMINIUMOFSUNSET ROYALE CONDOMINIUM

PROPERTY VENTURES TWO, LTD., herein called "Developer", on behalf of itself, its successors, grantees and assigns, hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The fee simple title to the lands located in Lee County, Florida, owned by 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 41 single family residential units and associated improvements designated Sunset Royale Condominium.

3. NAME - ASSOCIATION - The name of the Condominium Association is Sunset of Fort Myers 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. ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.

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

4.3. ASSOCIATION PROPERTY - All property, real or personal, owned by the Association.

4.4. BOARD OF DIRECTORS - The Board of Directors responsible for administration of the Association.

4.5. CHARGE OR SPECIAL CHARGE - An obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an assessment pursuant to F.S. 718.116, but which is secured by a common law lien on the units and its appurtenances pursuant to this Declaration.

4.6. COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statute 718.108, including:

THIS INSTRUMENT PREPARED BY
RICHARD B. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: L. TALONE, D.C.

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

- 4.7. The land.
- 4.8. All parts of the improvements which are not included within the units.
- 4.9. Easements.
- 4.10. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water and sewer.
- 4.11. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.
- 4.12. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.
- 4.13. CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration.
- 4.14. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.
- 4.15. CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.
- 4.16. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 4.17. OPERATION - The administration and management of the condominium property.
- 4.18. PERSON - An individual, corporation, trustee or other legal entity capable of holding title to real property.
- 4.19. 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.
- 4.20. UNIT - A part of the condominium property which is subject to exclusive ownership.
- 4.21. UNIT NUMBER - The letter, number or combination thereof which is designated upon the Condominium Plats and which is used as the identification of a unit.

4.22. UNIT OWNER - The owner of a condominium parcel.

4.23. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit and 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 Condominium property, subject only to the provisions of the Condominium Documents and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether they exist now or are created by construction, settlement or movement of the buildings, 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 ceilings of the unit, extended to meet the perimetrical boundaries.

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

5.6. PERIMETRICAL BOUNDARIES - The perimetrical 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 such owner's unit.

5.8. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and 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.

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, garden area, storage locker or other facility (enclosed, screened, fenced or open). Those items set forth in Section 6.7 exterior to a unit to be maintained by a unit owner.

5.11. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus of the Association.

5.12. 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.

5.13. EASEMENTS - The following non-exclusive easements from the Developer to (as applicable) 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:

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

5.15. 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.

5.16. 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.

5.17. PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY

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

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

6.3. 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.

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

6.5. 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.

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

6.7. 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 frames, hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork serving only the particular unit, whether located inside or outside the unit.

6.8. 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 unit, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for placing appropriate furniture on balconies, patios or terraces, but does include blinds or shutters including but not limited to roll-down types.)

6.9. 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; provided that two units within the same ownership and adjacent, either horizontally or vertically, may be connected by doorways or

stairways through common elements walls or floors; provided that approval in writing is first obtained from the Association and that the entire expense is borne by the owner. The Association may require approval from engineers or other technical experts as a prerequisite.

7. COMMON ELEMENTS

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

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

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

7.4. 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.

7.5. Except as provided above as to changes made by an owner with Association approval, material alteration of or substantial additions to the common elements including the purchase of real property by the Association may be effectuated by vote of 67% of the voting interests present and voting at a meeting called for the purpose. Provided, however, that the Association is authorized to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

8. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, assessments, and collection of assessments shall be as set forth in the By-Laws (Exhibit A).

9. 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.

10. INSURANCE - In order to adequately protect the Association, the Association property and the Condominium property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear.

10.2. BASIC INSURANCE - The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

10.3. PROPERTY - Loss or damage by fire, extend coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.4. FLOOD - Up to \$250,000 per building available through the National Flood Insurance Program.

10.5. LIABILITY - Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owner as a group to a unit owner.

10.6. AUTOMOBILE - Automobile liability for bodily injury and property damage for all owner and/or non-owner motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.7. COMPENSATION - The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

10.8. STATUTORY DISHONESTY BOND - Minimum of \$10,000 or as required by law per Director, Officer, or employee having access to Association funds.

10.9. OPTIONAL COVERAGE - The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners.

10.10. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners upon request.

10.11. WAIVER OF SUBROGATION - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which

provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.12. INSURANCE PROCEEDS - All insurance policies purchased solely by the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

10.13. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

10.14. UNITS - Proceeds on account of units shall be held in the following undivided shares:

10.15. PARTIAL DESTRUCTION, WHEN THE BUILDINGS ARE TO BE RESTORED- For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.16. TOTAL DESTRUCTION OF THE BUILDINGS ARE TO BE RESTORED - For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.17. MORTGAGEE - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against units except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

The foregoing notwithstanding, insurance proceeds on account of an NFIP flood insurance policy covering only one unit, purchased by either the Association or various unit owners, shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner.

or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

10.18. DISTRIBUTION OF PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

10.19. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.20. FAILURE TO RECONSTRUCT OR REPAIR - If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

10.21. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY - If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS - Where loss or damage occurs within a single unit or units, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to the owner(s) of the damaged units in shares proportional to the amount of damage in each unit covered by the Association policy. The owners of damaged units shall be responsible for reconstruction and repair.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL"- Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the

Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

11.3. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for the repair and reconstruction of the premises.

11.4. If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, and if other funds such as reserves are not available, levy a special assessment against all unit owners in proportion to their shares in the common expenses. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for repair and restoration of the property.

11.5. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.6. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

11.7. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

11.8. If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored or repaired unless two-thirds (2/3) of the voting interests of the Association shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of unit, in which case the Condominium shall be terminated.

11.9. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless two-thirds (2/3) of the voting interests of the Association vote in favor of such special assessment

and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such repairs and restoration. The special assessment shall be added to the proceeds available for repair and restoration of the property.

11.10. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

11.11. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be credited to the unit owners, except as otherwise provided in Section 10.7.

11.12. EQUITABLE RELIEF - In the event of substantial damage to the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is completed within a reasonable time thereafter.

11.13. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of two-thirds (2/3) of the voting interests of the Association.

12. 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:

12.1. 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.

12.2. REGULATIONS - Reasonable regulations concerning the use of the Condominium property including the units may be made and amended from time to time by a majority vote of the directors of the Association. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may contrary to law discriminate against any group or class of owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in Exhibit "C" (Regulations) shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

12.3. USE OF THE UNITS is restricted to single family residential purposes only. Occupancy of the units overnight shall not exceed six (6) persons without advance approval from the Board or other designate. All guests must be registered with the Manager upon arrival and unregistered guests may be denied use of recreational facilities and amenities.

13. LEASE, CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and protect the value of the units, the lease, conveyance, disposal and financing of the units by any owner shall be subject to the following provisions. Provided, however, that the Developer, to the extent permitted by law, shall be exempt from these provisions:

13.1. NO OWNER may lease, sell, 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 that a unit may be devised to a spouse or natural or adopted child or deeded to an inter-vivos trust in which the owner-settlor is both the trustee and primary beneficiary. Only entire units may be leased. All leases must contain the agreement of the lessee(s) to abide by all the covenants of the condominium documents. The rules and regulations must be provided to the lessee(s) to read by the unit owner and the lease must provide that a violation of the documents is a breach and event of default of the lease and grounds for termination, and the owner by acceptance of the deed to his unit and by this declaration appoints the association as owner's agent to bring actions in owner's name and at owner's expense including damages,

termination and eviction. The minimum leasing period is three months plus one day.

13.2. 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 regularly engaged in the business of making residential first mortgage loans, provided that a unit owner who sells his unit need no approval to take back a purchase money mortgage.

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

13.4. WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, sell, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed lessee, acquirer or lender 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 and may impose a charge not to exceed \$50.00 or as permitted by law. The Association may require pursuant to F.S. 718.112(2)(i) as a condition to permitting the rental of a unit that a security deposit in the amount of one month's rent be deposited into an escrow account to be maintained by the Association to protect against damages to the common elements or Association property. Within 15 days after a tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be handled in the same fashion as disputes concerning security deposits under F.S. 83.49.

13.5. IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction, disapprove for cause, or upon the written demand of the owner, 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 make an election to 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.

13.6. AT THE OPTION OF THE OWNER OR THE ASSOCIATION, if a dispute as to price arises, it shall be submitted prior to any litigation to arbitration by two qualified real estate appraisers practicing in the County. One shall be selected by each party, and the average of their appraisals shall be the agreed price; and a judgment of specific performance upon the arbitrators' average price may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

13.7. THE SALE SHALL BE CLOSED WITHIN 60 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.

13.8. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, DEVISE or mortgage to a lender other than those approved transactions listed above, or an assignment of interest, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made.

13.9. 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.

13.10. FAILURE TO COMPLY - with this section concerning proceedings shall render the transaction void.

13.11. JUDICIAL SALES - are exempt from this Section.

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

14. 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.

14.1. 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.

14.2. In any such proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees, including appeals.

14.3. In the event of a grievance of an owner against the Association, 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 30 days in which to try to resolve the grievance.

14.4. 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.

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

15.1. An Amendment may be proposed either by the Board of Directors or by 10% of the voting interests, 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 in recordable form signed by the President or Vice President 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 and 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.

15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents, a vote of a majority of the voting interests in the Association shall be the required percentage, or the amendment may be adopted by the Board of Directors.

15.3. REGULAR AMENDMENTS - Amendments including F.S. 718.110(4) purposes amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association. Specifically, this Condominium may be merged with one or more other Sunset Condominiums by a favorable vote of 67% of the voting interests in this Condominium.

15.4. No amendment to this Declaration or any of the condominium documents shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any units for sale in the ordinary course of business or has the right to offer additional units for sale in the overall project in the future.

15.5. Any approval of unit owners, on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting, subject to F.S. 718.112(d)(3).

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

16.1. AGREEMENT - The Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Association.

16.2. VERY SUBSTANTIAL DAMAGE - If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 11.5, and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

16.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

16.4. NEW CONDOMINIUM - The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

16.5. PARTITION; SALE - Following termination, the Condominium and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, the owners of seventy-five percent (75%) of the voting interests of the Association determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

16.6. LAST BOARD - The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Section 16 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

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

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

17.2. 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, sale, maintenance of a sales office, showing the property and display of signs.

18. RIGHTS OF MORTGAGEES

18.1. Where an approved institutional 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, charges or share of the common expenses which became due prior to acquisition of title unless it is secured by a claim of lien for such recorded prior to the recordation of the mortgage, such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

100001

18.2. Upon receipt by the Association from any Institutional Mortgagee, Guarantor or Insurer of a copy of the mortgage held by such Institutional Mortgagee, guarantor or Insurer on a Unit, together with written request therefore from such Institutional Mortgagee or an Insurer or Guarantor of such first mortgage specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

18.3. A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.4. Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association Common Areas or any improvements thereon, or any fidelity bonds of the Association; and

18.5. Written notice of any damage or destruction to the improvements located on the Association Common Areas which affects a material portion of the project or the unit securing its mortgage; and

18.6. Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage; and

18.7. Written notice of failure by an Owner owning a Unit encumbered by a first mortgage held by such Institutional Mortgagee to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

19. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of mortgage on real property. During his occupancy, if so ordered by the Court, the owner shall be required to pay a reasonable rental, and the Association shall be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate, currently 18% per annum on unpaid assessments and reasonable attorneys' fees

and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1. The Association shall have a non-statutory common law lien upon the condominium parcels to secure payment to the Association by unit owners of all charges, costs and expenses for which they are liable to the Association and which cannot be secured as assessments, regular or special, under 718.116. The lien may be foreclosed in the same fashion as a mortgage on real property, shall bear interest at the highest legal rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

20. ASSOCIATION MEMBERS - The qualification of members and the manner of their admission shall be as follows:

20.1. ALL OWNERS OF UNITS shall be member of the Association, and no other persons or entities other than Directors selected by the Developer shall be entitled to membership.

20.2. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of the County, 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 Bylaws, and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

21. COMMON EXPENSES AND COMMON SURPLUS - This Condominium's percentage of sharing common expenses and the percentage of ownership of common surplus of the Association shall be 50% of the whole.

22. CONDEMNATION:

22.1. DEPOSIT OF AWARDS WITH ASSOCIATION - The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his

award, or the amount of that award shall be set off against any sums payable to that owner.

22.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM - Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

22.3. DISBURSEMENT OF FUNDS - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

22.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

22.7. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

22.8. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as

percentages of the total of the numbers representing their original shares as reduced by the taking.

22.9. UNIT MADE TENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.10. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

22.11. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

22.12. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

22.13. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

22.14. TAKING OF COMMON ELEMENTS - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which

they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

22.15. AMENDMENT OF DECLARATION - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent of any unit owner or mortgagee be required for any such amendment.

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

24. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the Condominium property and closing of all unit sales in the overall project, the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to 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 exhibits.

25. Developer, for itself and its successors and assigns, reserves the right to develop within the total Sunset Community as it chooses, whether condominium or non-condominium, and no area shall be deprived of any rights due to the form of ownership. Developer, for itself and its successors and assigns, reserves easements over the condominium property as necessary to complete future development, if any, including access and utilities.

26. CROSS USE COVENANTS - The grounds of each of the two Sunset Condominiums are available for the use and enjoyment of the owners, tenants and guests in both without distinction.

27. PARCELS RESERVED TO THE DEVELOPER - Portions of the land within the Sunset Complex will be used by the unit owners in both Sunset Condominiums. In order to assure this equal use and enjoyment, these parcels and the facilities constructed and to be constructed thereon have been reserved to the Developer. Upon the completion of both condominiums, or earlier, these parcels will be deeded to the Association, debt free, subject to the obligation of the unit owners to pay to operate and maintain them. The

facilities on these parcels are the swimming pool, the pool cabana, the men's and women's rest rooms, the pumphouse, parking spaces, and the tennis court.

28. PARKING - There shall be appurtenant to each unit at all times one assigned 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 Association by an 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. Developer reserves the right to sell covered parking spaces and/or to construct cover structures over parking spaces and to charge the holders of spaces therefor.

29. SEVERABILITY - If any provision of this Declaration or its exhibits 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.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 17th day of February, 1988.

WITNESSES:

PROPERTY VENTURES TWO, LTD.

Maxine S. Bass
Gregory Wallace By: Joseph Pulte (SEAL)
JOSEPH PULTE, its sole General Partner

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of February, 1988, by JOSEPH PULTE, as sole General Partner of PROPERTY VENTURES TWO, LTD., on behalf of said limited partnership

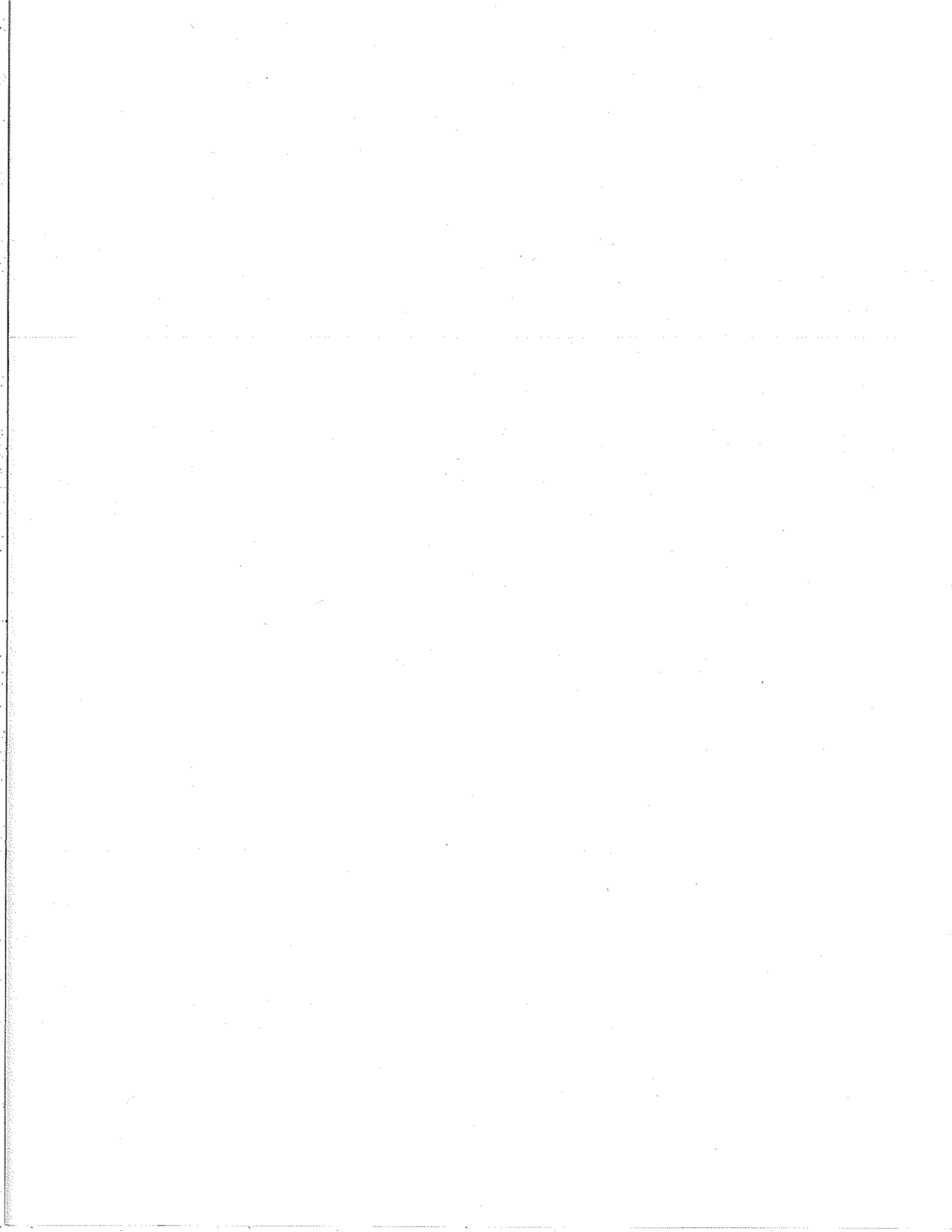
[Handwritten Signature]
Notary Public



My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25, 1990
BONDED THROUGH GENERAL INS. UND.



2156598

CERTIFICATE

REC 1870PG0871

THE UNDERSIGNED being President and Secretary of SUNSET VISTA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, do hereby certify that the attached Amendment to Declaration of Condominium of SUNSET VISTA CONDOMINIUM - B, as recorded in O. R. Book 1509, Page 1286, Public Records of Lee County, Florida, was duly adopted and ratified at a meeting of the Association members and Directors held on the 13th day of December, 1985, by the required vote of the owners and Board of Directors of Sunset Vista Condominium Association, Inc.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: H. FERNSTROM, D.C.

WITNESSES:

Steph R. Bour

Sue McKenzie
As to Joseph F. Pulte

Dennis L. Swindle

Keith Silver
As to Keith Silver

SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.

By Joseph F. Pulte
Joseph F. Pulte, President

ATTEST:

Keith Silver
Keith Silver, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th day of Sept, 1986, by JOSEPH F. PULTE, President of SUNSET VISTA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Sue McKenzie
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 23, 1989

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22nd day of September, 1986, by KEITH SILVER, Secretary of SUNSET VISTA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Dennis L. Swindle
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. PER 30,1523
ISSUED THRU GENERAL REG. COO.



AMENDMENT TO BY-LAW 1.2 OF THE BY-LAWS OF SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.:

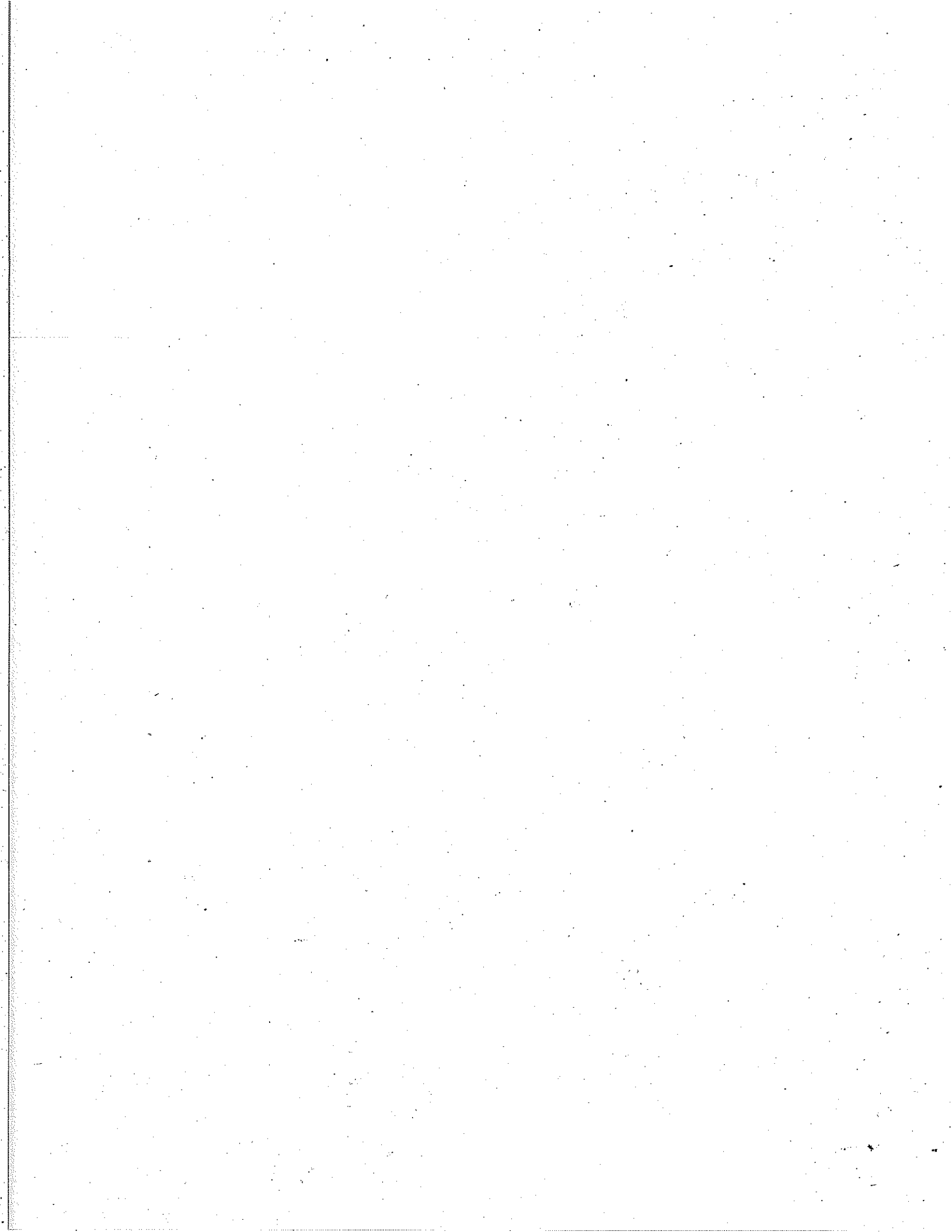
1.2. FISCAL YEAR - The fiscal year of the Association shall be ~~from-October~~
~~1st-through-September-30th-year-year-~~ the calendar year.

NOTE: Words ~~stricken-through~~ are deletions and words underlined are additions.

RECORDED AND RETURNED TO
RECORDS SECTION

0-554 RECORDS COUR
111 COUNTY FLA

SEP 21 3 44 PM '06



40

RECORDED

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SUNSET VISTA CONDOMINIUM - B

REC 1905764539

THIS INSTRUMENT PREPARED BY:
RICHARD D. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

The Declaration of Condominium of SUNSET VISTA CONDOMINIUM - B, as recorded in Official Record Book 1509, Page 1286, Public Records of Lee County, Florida, is amended as follows:

The name of the condominium association is changed to SUNSET OF FORT MYERS CONDOMINIUM ASSOCIATION, INC., as evidenced by the attached Certificate of Amendment and Amended and Restated Articles of Incorporation.

END OF AMENDMENTS.

CERTIFICATE

The undersigned being President and Secretary of Sunset Vista Condominium Association, Inc., a Florida corporation, do hereby certify that the foregoing Amendment to Declaration of Condominium was duly adopted and ratified at a meeting of the Association members and Directors held on January 16, 1987, by the required vote of the owners and Board of Directors of Sunset Vista Condominium Association, Inc.

WITNESSES:

[Signature]
Stephen R. Bowen

SUNSET VISTA CONDOMINIUM ASSOCIATION, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF LEE

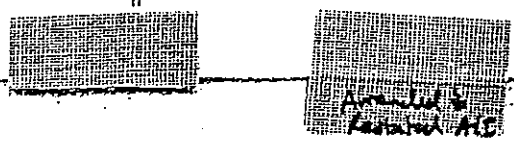
The foregoing instrument was acknowledged before me this _____ day of March, 1987, by JOSEPH F. PULTE and KEITH M. SILVER, President and Secretary, respectively of Sunset Vista Condominium Association, Inc., on behalf of said corporation.

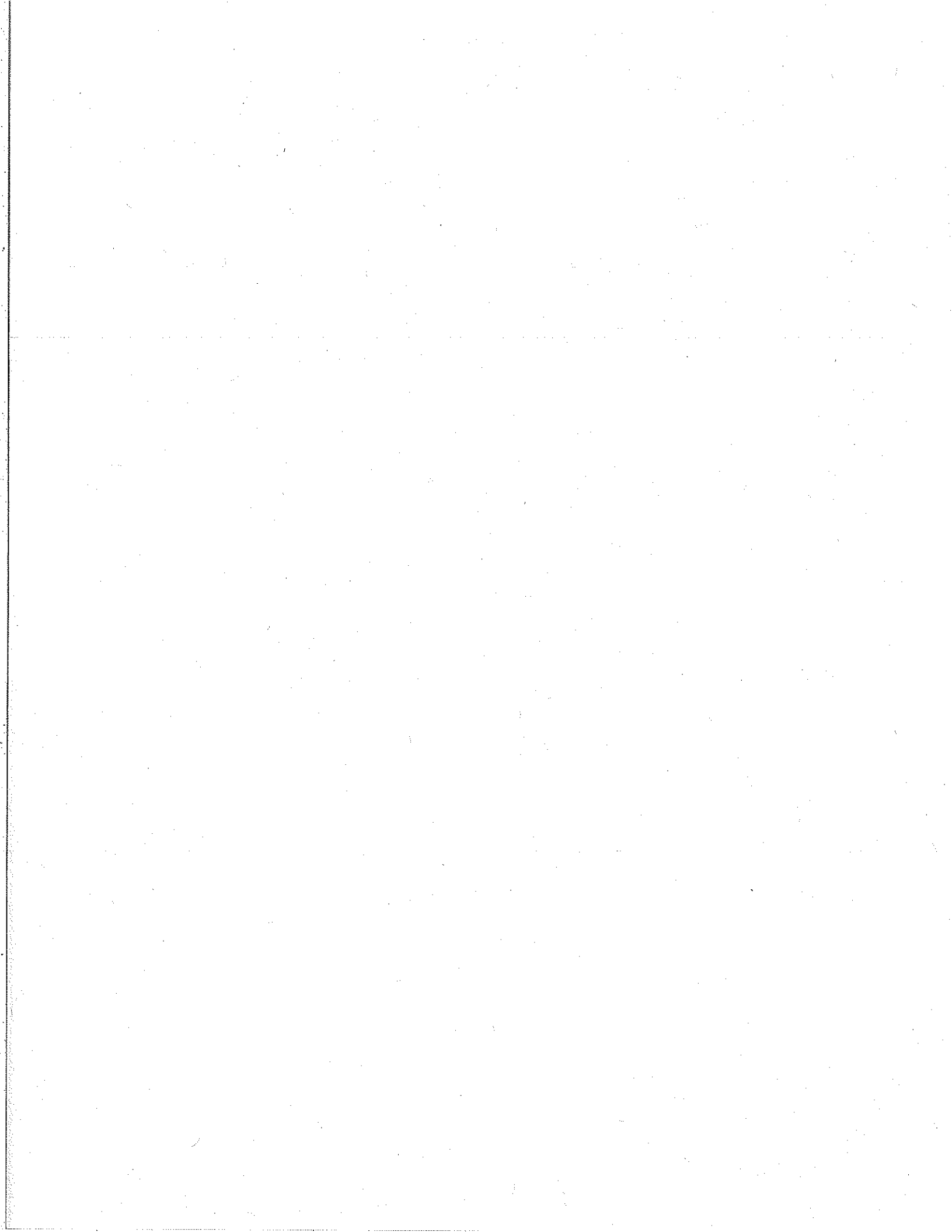
[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept. 19, 1988

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

THIS AMENDMENT IS BEING RE-RECORDED TO INCORPORATE THE BY-LAWS OF THE ASSOCIATION WHICH WERE DULY ADOPTED AT THE JANUARY 16, 1987 MEETING, BUT WERE ERRONEOUSLY OMITTED FROM THE ORIGINAL RECORDING.





1463802

OFF. REC. 1545 PC1035

AMENDMENT TO DECLARATION OF
CONDOMINIUM OF SUNSET VISTA-B

Pursuant to the authority reserved by the Developer
in Paragraph 23 of the Declaration of Condominium of SUNSET
VISTA CONDOMINIUM - B, as recorded in Official Record Book
1509, Page 1286, Public Records of Lee County, Florida,
Exhibit "A" - By-Laws of Sunset Vista Condominium Association,
Inc., is amended as follows:

Paragraph 3.15 shall read:

"3.15. A QUORUM AT DIRECTORS' meetings shall
consist of a majority of the entire Board of
Directors. The acts approved by a majority those
present at a meeting at which a quorum is present
shall constitute the acts of the Board. If at any
meeting of the Board there be less than a quorum
presence, 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 deter-
mining a quorum.~~"

END OF AMENDMENT.

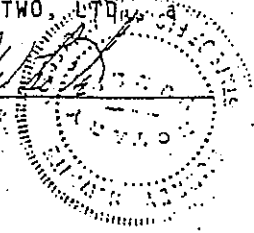
THIS AMENDMENT made and entered this 14TH day of
September, 1981.

Signed, Sealed and Delivered
in the Presence of:
[Signature]
[Signature]

PROPERTY VENTURES TWO, LTD.,
a Florida Limited Partnership
BY [Signature]
Joseph F. Pulte,
Sole General Partner

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me
this 14TH day of September, 1981, by JOSEPH F. PULTE, sole
general partner on behalf of PROPERTY VENTURES TWO, LTD., a
Florida Limited Partnership.

[Signature]
Notary Public


My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Jan. 3, 1982
Bonded by American Fire & Casualty Company

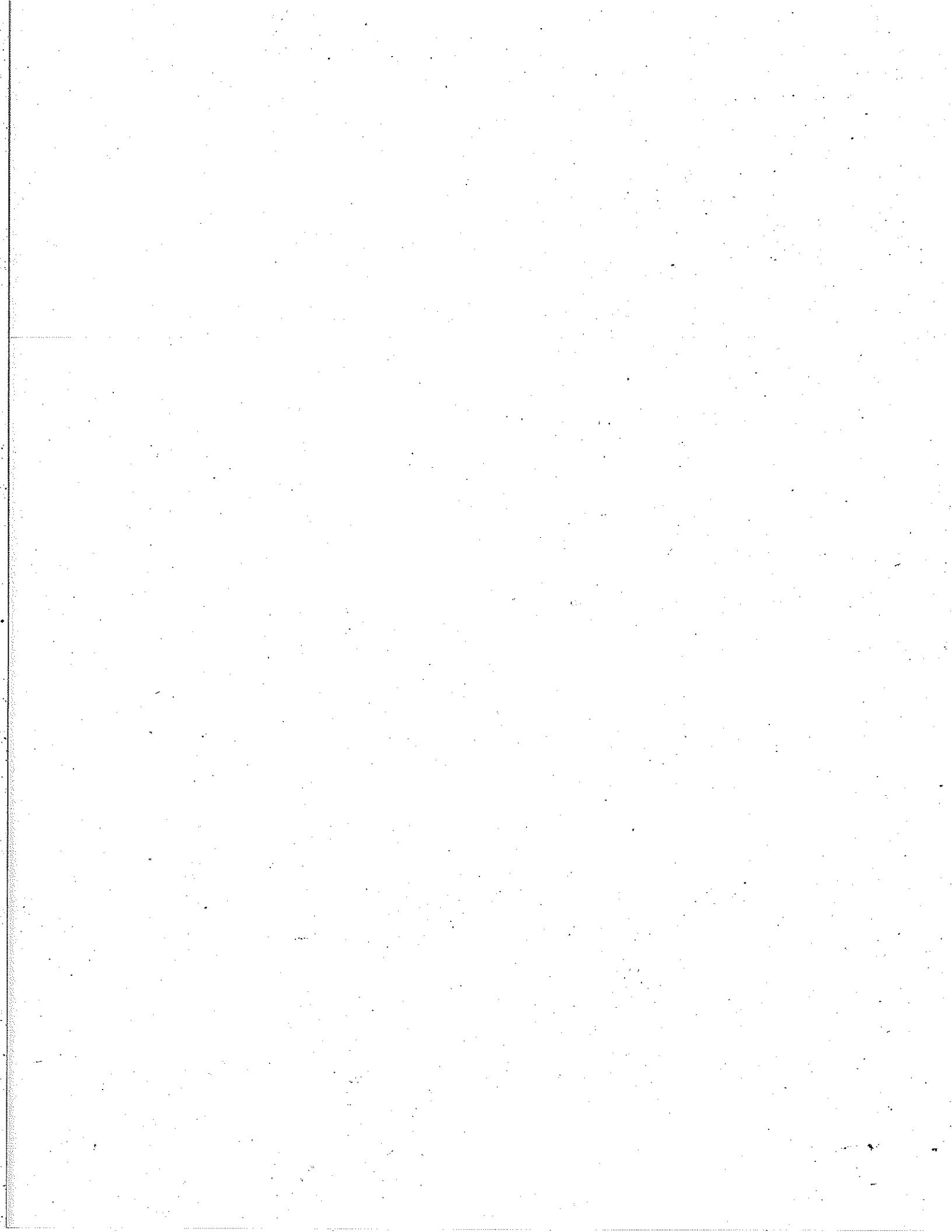
THIS INSTRUMENT PREPARED BY:
RICHARD D. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

SAL GERACI
OF CIRCUIT COURT

SEP 17 3 58 PM '81
RECORDED
LEE COUNTY, FLORIDA
RECORD VERIFIED

RECORD VERIFIED - SAL GERACI CLERK
BY G. WORSINGER D.C.

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA



172-9

DECLARATION OF CONDOMINIUM

OF

1422619

SUNSET VISTA CONDOMINIUM - B

OFF REC 1509 PG1288

THIS INSTRUMENT PREPARED BY
RICHARD D. DEBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

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.

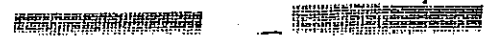
4.3. UNIT NUMBER - The letter, number or combination thereof which is designated upon the surveyor plans and which is used as the identification of a unit.

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.

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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.

REF: 1509 PC1287

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

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.

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 PG. 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.

REC 1509 PG1294

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

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. REC 1509 p1296

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 PG1297

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:

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.

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

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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 PC1002

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.

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.

REC 1509 PC1303

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

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

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]
Richard H. McAlister

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

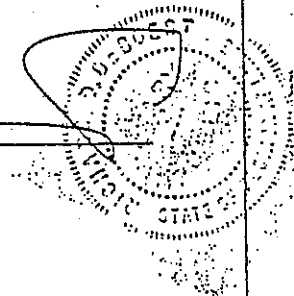
ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

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.

[Handwritten Signature]
Notary Public



My Commission expires:

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

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHOADS
& EDWARDS, P.A.
ATTORNEYS AT LAW
P. O. BOX 1400
COLLIER AVENUE
FORT MYERS, FLORIDA