

**SAWMILL VILLAS  
CONDOMINIUM  
ASSOCIATION, INC.**

**AMENDED  
AND  
RESTATED  
DOCUMENTS**

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Prepared by and returned to:

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James Robert Caves, III, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

## CERTIFICATE OF AMENDMENT

### AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF SAWMILL VILLAS, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Sawmill Villas, a Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 25<sup>th</sup> day of February 2016 and by the Board of Directors at the duly noticed Board of Directors' Meeting on the 29<sup>th</sup> day of October 2015. Said amendments were approved by a proper percentage of voting interests of the Association and the Board of Directors. The Declaration of Condominium is recorded at O.R. Book 1582, Page 1783 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium is recorded at Instrument No. 20100000899960, of the Public Records of Lee County, Florida.

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

#### **Amendment No. 1: Article 16.1, Amended and Restated Declaration of Condominium**

**16. Occupancy and Use Restriction.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

**16.1 Occupancy.** Each residential Unit shall be used as a residence only, except as otherwise herein expressly provided. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed four (4) persons for a two (2) bedroom Residential Unit. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must simultaneously occupy each unit, as the permanent occupant of said unit, while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence will be the "permanent occupant" and that such persons be in simultaneous residence while persons under age 55 are occupying the unit. Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, and is in simultaneous residence. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year for each such guest, and subject to the guest regulations provided elsewhere in the Declaration of Condominium or the Rules and Regulations. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of simultaneous residence by a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir of a unit owner may not be denied membership in the Association and permanent occupancy of a unit provided that he/she has or obtains title to the unit, and provided that the Unit is not used for residency by persons less than 18 years of age. The Board of Directors may establish additional policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

(Remainder of Article 17 Remains Unchanged, Except as Indicated Below)

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**Amendment No. 2: Article 16.8, Amended and Restated Declaration of Condominium**

**16. Occupancy and Use Restriction.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

(Section 16.1 through Section 16.7 Remain Unchanged, Except as Indicated Above)

16.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be for a minimum period of two (2) months and for a maximum of four (4) months, and Units may only be leased one time per calendar year. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the written approval of the Association (which approval shall not be unreasonably withheld), however, such review of leases is within the sole discretion of the Board of Directors and there is no obligation upon the Association nor the Board of Directors to review any leases of Units. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. The Association may require a common area deposit in an amount not to exceed \$500.00 to insure payment for any such damages.

All leases shall also comply with and be subject to the provisions of Section ~~18~~ 17 hereof and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 16.8 in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases.

All Owners of Units are required and obligated to provide the Condominium documents to any lessee.

(Remainder of Article 16 Remains Unchanged)

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WITNESSES:  
(TWO)


*Mark Axford*  
Signature  
Mark Axford  
Printed Name  
*Tammy McCormick*  
Signature  
Tammy McCormick  
Printed Name

SAWMILL VILLAS CONDOMINIUM  
ASSOCIATION, INC.

BY: *Lathan Lee Craine*  
Lathan Lee Craine, President  
Date: 10/9/2016  
(CORPORATE SEAL)

STATE OF FLORIDA )  
                                      ) SS:  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 9th day of JUNE 2016, by Lathan Lee Craine as President of Sawmill Villas Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

**PHYLLIS G. WINTERS**  
MY COMMISSION # FF 208122  
EXPIRES: March 10, 2019  
Bonded Thru Budget Notary Services

*Phyllis G. Winters*  
Notary Public  
Phyllis G. WINTERS  
Printed Name

My commission expires: March 10, 2019

ACTIVE: 8608235\_1

~~STRIKE THRU DENOTES DELETIONS~~  
UNDERLINING DENOTES ADDITIONS

AMENDED AND RESTATED  
DECLARATION OF  
SAWMILL VILLAS, A CONDOMINIUM

~~ROYAL HOMES, INC., a Florida Corporation (hereinafter called the "Developer"), does hereby declare as follows:~~

1. Introduction and Submission

1.1. The Land. The Developer owns the fee title to certain land located in Lee County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2. Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property (real, personal, or mixed) intended for use in connection therewith, to the condominium form of ownership and use in the manner provided herein and in the Florida Condominium Act as it exists on the date hereof.

1.3. Name. The name by which this Condominium is to be identified is SAWMILL VILLAS, A CONDOMINIUM (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1. "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2. "Articles" means the Articles of Incorporation of the Association.

2.3. "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, and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners).

2.4. "Association" means SAWMILL VILLAS CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.5. "Building" means the structure or structures on the Condominium Property in which the Units are located, regardless of the number of such structures.

2.6. "By-Laws" mean the By-Laws of the Association.

2.7. "Common Elements" means and include:

- (a) The portions of the Condominium Property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building
- (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.8. "Common Expenses" mean all expenses incurred by the Association for or relating to the Condominium.

2.9. "Common Surplus" means the amount of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.10. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.11. "Condominium Property" means the land and personal property that is subjected to Condominium ownership under this Declaration, all Improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.12. "County" means the County of Lee, State of Florida.

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

- 2.14. "Improvements" mean all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, the Building.
- 2.15. "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate of mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional type lender, or the Developer, holding a first mortgage on a Unit or Units.
- 2.16. "Limited Common Elements" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or is otherwise expressly provided.
- 2.17. "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns at any time Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.18. "Residential Unit" means a Unit intended for complete residential uses as specified in this Declaration.
- 2.19. "Foxmoor Lakes Project" means the Development Area including the courtyard villas which are a development of a series of four (4) unit, multi-family structures, which has been submitted to the Foxmoor Lakes Association, Inc., Declaration of Covenants and Restrictions filed in Official Records Book 1461 at Page 1395 of the Public Records of Lee County, Florida, and Foxmoor Village, a Condominium, which has been annexed and submitted to the Foxmoor Lakes Association, Inc. Declaration of Covenants and Restrictions and the herein Condominium which shall be annexed and submitted to the Foxmoor Lakes Association, Inc. Declaration of covenants and Restrictions as provided in Exhibit "H".
- 2.20. "Unit" means a part of the Condominium Property which is subject to exclusive ownership and includes Residential Units.
- 2.21. "Unit Owner" or "Owner of a Unit" or "Owner" means the owner of a Condominium Parcel.

### 3. Description of Condominium

3.1 Identification of Units. The Land shall have constructed thereon the Buildings containing forty (40) Residential Units. Each such Unit is identified by a separate numerical designation. The designation of each of such Unit is set forth on Exhibit "3" attached hereto. Exhibit "3" consists of a survey of the Land, a graphic



description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "3", together with this Declaration, is sufficient in detail to identify the Common Elements, each Unit, and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereof: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries:

(i) Upper Boundaries. The horizontal plane of unfinished lower surface of the structural ceiling of the Unit.

(ii) Lower Boundaries. The horizontal plane the unfinished upper surface of the concrete or wooden floor of the Unit.

(iii) Interior Divisions. No part of the non-structural interior walls shall be considered a boundary of the Unit.

(b) Parametrical Boundaries. The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

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

(d) Exceptions. In cases not specifically covered above and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "3" hereto shall control in determining the boundaries of a Unit, except the provisions of Section 3.2© above shall control unless specifically reflected on such survey.

3.3 Limited Common Elements. Residential Units shall have as Limited Common Elements appurtenant thereto, if applicable.

(a) Courts, Balconies, terraces, and Patios. The courts, balconies, terraces, terraces of lanais, and patios of Units as shown on Exhibit 3 hereto are Limited Common Elements of Units having direct and exclusive access thereto.

(b) Storage Areas. ~~The Developer may assign to specific Units, as Limited Common Elements, d~~ Designated storage areas, if any are constructed.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through, and over the Condominium Property as may be required from time to time for utility, cable television, other services, and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, other services, drainage facilities, or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit: (a) to inspect same; (b) to maintain, repair or replace the pipes, wires, ducts vents, cables, conduits, and other utility, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property; and (c) to remove any Improvements interfering with or impairing such facilities or easements herein reserved. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Condominium Association; and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(c) Encroachments. If (a) any portion of the common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by our with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any condemnation or eminent domain proceedings of all or any portion of any Unit or the Common elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through, and across such portions of the common Elements as from time to time may be paved and intended for such

purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

~~(e) Construction; Maintenance. The Developer (including its designees, contractors, successors, and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and to take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or to make any Improvements to Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, or for any other purposes provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.~~

~~(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors, and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartment and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease, and for any other similar purpose the Developer deems appropriate in its opinion.~~

~~(g) (e) Additional Easements. The Developer (so long as it owns any Units) and t The Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right: (a) to grant such additional electric, drainage, gas, cable television or other utility or service easements or to relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Condominium Property; and (b) to grant access easements or to relocate any existing access easements in any portion of the Condominium Property as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, for the general health or welfare of the Unit Owners or for the purpose of carrying out any provisions of this Declaration or otherwise, provided, that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for dwelling purposes.~~

~~(h) (f) Bicycle and Jogging Path Easements. Easements are reserved over and through the Common Elements on the Condominium Property for a bicycle and jogging path as specified on Exhibit "3". Such path(s) are for the use of all Owners, tenants, or guests of Owners or tenants of Residential Units in the Foxmoor Lakes Project, including Foxmoor Village, a Condominium.~~

Easements are reserved over and through the Common Elements on the roadway named Foxlake Drive as specified on Exhibit "3" for parking on either side of the paved roadway for the use of all Owners, tenants, or guests of Owners or tenants of

Residential Units in the Foxmoor Lakes Project. ~~including Foxmoor Village, a Condominium.~~

4. Restraint Upon Separation and Partition of common Elements. The undivided share in the Common elements and Common surplus which is appurtenant to a Unit, and, except as provided herein, the exclusive right to use all appropriate appurtenant Limited common elements, shall not be separated there from, shall pass and cannot be conveyed or encumbered except together with the Unit. The respective shares in the common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and share of common Expenses; Voting Rights.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses appurtenant to each Unit, is set forth in exhibit 2 attached hereto.

5.2 Voting. Each Residential Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the respective By-Laws and Articles of the Condominium Association. Each Residential Unit owner shall be a member of the Condominium Association.

6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners owning in excess of fifty percent (50%) of the Units represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66 2/3%) of the Board of Directors of the Association; or

~~(b) After the time control of the Board of Directors has been turned over to Unit Owners other than the Developer, Unit Owners owning not less than eighty percent (80%) of the Units represented at any meeting at which a quorum has been attained, or~~

(c) One hundred percent (100%) of the Board of Directors; or

(d) Not less than ~~fifty percent (50%)~~ one-hundred percent (100%) of the entire membership of the Board of Directors in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers or the Primary Institutional first Mortgagee.

6.2 By The Developer. ~~The Developer, during the time it is in control of the Board of directors of t~~ The Association, may amend the Declaration, the articles of Incorporation, or the By-Laws (including the rules and regulations attached thereto) of the Association to correct an omission or error, or to effect any other amendment except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the ~~Developer~~ Board of Directors materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

6.3 Execution and Recording. ~~An amendment other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone.~~ An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the common Elements and Common Surplus, unless the record Owner(s) thereof, and all record Owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the ~~Developer~~ or mortgagee of Units without the consent of said ~~Developer~~ and mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the primary Institutional First Mortgagee shall consent to the amendment. The provisions of this Section 6.4 may not be amended in any manner.

6.5 ~~The Developer reserves the right to amend the Declaration to add one or more phases to this Condominium pursuant to Section 25 of this Declaration and F.S. 718.403. The aforesaid amendment shall not require the execution of such amendment or consent thereto by Unit Owners, the Association nor the members thereof, nor the owner and holder of any mortgage encumbering a Condominium Unit in this Condominium and said amendment shall only be required to be executed by the Developer and recorded in the Public Records of Lee County, Florida.~~

## 7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs, and replacements of, in, or to any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair, and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, except that replacement of air conditioning equipment shall be subject to Florida Statute 718.111(11), fixtures and outlets, appliances, carpets and other floor covering, all interior surfaces, and the entire interior of the Unit or the Limited Common Elements or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent (a) expressly provided to the contrary herein or (b) proceeds of insurance are made available therefore, all maintenance, repairs, and replacements in or to the Common Elements ( other than Limited Common Elements as provided above shall be performed by the Association; and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence or misuse of specific Unit Owners in the opinion of the Board, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, are Limited Common Elements or are Common Elements other than Limited Common Elements.

(a) Assigned storage areas, if any:

(b) Where a Limited Common element consists of a terrace (including, without limitation, terraces of lanais), balcony, court, patio, or roof area, the Unit Owner who has the right to the exclusive use of said terrace, balcony, court, patio, or roof area shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, and the fixed and/or sliding glass door(s) in or other portions of the entrance way(s) of said area, if any, and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

8. Additions, Alterations, or Improvements by the Association. Whenever in the judgment of the Board of Directors the Common Elements, or any part thereof, shall require capital additions, alterations, or improvements (as distinguished from repairs and replacements) costing in excess of \$100,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations, or improvements only if the additions, alterations, or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions,

alterations, or improvements to such common Elements, or any part thereof costing in the aggregate \$100,000 or less in a calendar year may be made by the association without approval of the unit Owners. The cost and expense of any such additions, alterations, or improvements to such Common Elements shall constitute a part of the common Expenses and shall be assessed to the Unit Owners as Common Expenses.

#### 9. Additions, Alterations, or Improvements by Unit Owners.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration, or improvement in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of awnings in balconies and terraces, patios, courts, and roof areas without the prior written consent of the Board of Directors. No enclosures of balconies, terraces, patios, courts, or roof areas shall be permitted unless installed by the Developer or unless otherwise provided herein specifically to the contrary. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration, or improvements in such Unit Owner's Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to so answer within the stipulated time shall constitute the Board's denial. The proposed additions, alterations, and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection, or otherwise. Once approved by the Board, such approval may not be revoked thereafter. A Unit Owner making or causing to be made any such additions, alterations, or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. If the Owner fails to construct the addition, alteration, or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and impose on such Owner a Special Assessment in the amount of the cost of such correction and an administrative charge of ten percent (10%). The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

~~9.2 Additions, Alterations, or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer Owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any Unit owned by it and/or the common Elements (including, without limitation, the removal of walls, floors, ceilings, and other structural portions of the improvement), and (b) expand, alter, add to, or eliminate all or any part of the recreational facilities.~~

~~10. Changes in Developer Owned Units. Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the specific right, without the vote or consent of the Association or Unit Owners, to (a) make alterations, additions, or improvements in, to, and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary and extraordinary; (b) change the layout or number of rooms in any Developer owned Units; (c) change the size and/or number of Developer owned Units by subdividing one or more Developer owned Units into two or more separate Units, combining separate Developer owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (d) reapportion among the Developer owned Units so affected by such change in size or number their appurtenant interests in the Common Elements and shares of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer owned Units) shall not be changed by reason thereof and, provided further, that Developer shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions, and improvement the Developer may relocate and alter Common Elements adjacent to or affected by such Units, provided that such relocation or alteration does not materially adversely affect the market value (in the Developer's opinion) or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this paragraph 10 may be effected by the Developer alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended, or deleted without the prior written consent of the Developer.~~

11. 10. Operation of the Condominium by the Association; Powers and Duties.

11.10.1 Power and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and By-Laws (respectively, Exhibit "4" and "7" attached hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours to the extent deemed necessary for the maintenance, repair, or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein deemed necessary, to prevent damage to the Common Elements or to any other Unit or Units, or for determining compliance with the terms and provisions of this Declaration, the Exhibits attached hereto, and the rules and regulations adopted pursuant to such documents, all as the same may be amended from time to time.

(b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements.



(c) The duty to maintain accounting records according to accounting practices normally used by similar associations, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

(d) The right to contract for the management and maintenance of the Condominium Property and to authorize a management agent (~~who may be an affiliate of the Developer~~) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repairs, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(e) The power to borrow money, to execute promissory notes and other evidences of indebtedness, and to give as security therefore mortgages and security interest in property owned by the Association; provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and provide further that no such action shall be permitted while the Developer owns any Units without the prior written consent of the Developer.

(f) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses, and undertakings in connection therewith shall be Common Expenses. ~~No actions authorized hereunder, however, may be taken as long as the Developer owns any Units without the prior written consent of the Developer.~~

(g) The power to adopt and amend rules and regulations covering the details of the operation and use of the Condominium Property.

(h) All of the powers which a corporation not for profit in the State of Florida may exercise. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, By-Laws, and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

44 10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.

44 10.3 Restraint Upon Assignment of shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

44 10.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

44 10.5 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles or By-Laws, applicable rules and regulations, or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors without the consent of Unit Owners; and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or hereunder, such action or approval may be conditioned in any manner the Association deems appropriate. The Association may refuse to take or give action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

42 11. Determination of Common Expenses and Fixing of Assessments Therefore. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium; determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium; and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the by-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair, and replacement of the Common Elements; costs of carrying out the powers and duties of the Association; and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations, or by the Association. Working capital contributions may be used ~~to reimburse the Developer for start-up expenses or to fund deficits prior to the time the Developer must begin to fund such~~ deficits in accordance with the provisions of Section 13.6 hereof or otherwise as the Board shall determine from time to time and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

43 12. Collection of Assessments.

43 12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the common Expenses or otherwise up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid y the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit against which the Assessments are made otherwise.

43 12.2 Default in Payment of Assessments. Assessments and installments thereof not paid with ten (10) days from the date when they are due shall be assessed a twenty-five dollar (\$25.00) late fee and bear interest at the highest lawful rate currently eighteen (18%) per annum after thirty (30) days from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the county, stating the description of the Condominium Parcel, the name of the record Owner, the amount(s) due, and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only Assessments which are due when the claim is recorded, together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

43 12.3 Notice of Intention of Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owners of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of consent of Lien as provided in the Act.

~~43~~ 12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit or is renting the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

~~43~~ 12.5 Institutional First Mortgage. In the event an institutional First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage or as a result of a deed given in lieu of foreclosure, such institutional First Mortgagee, its successors, and assigns shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, as is specified in Florida Statute 718.116 unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

~~43.6~~ Developer's Liability for Assessments. ~~The Developer hereby gives its guarantee to the association and Unit Owners that the initial assessments for Common Expenses of the Condominium imposed on the respective Unit Owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget attached to this Declaration as exhibit "B" until the earlier of the following: the date control of the Association is turned over to Unit Owners other than the Developer, or a period of one year after the date of closing of the first Unit in the Condominium (the "Guarantee Expiration Date"). Developer hereby obligates itself and agrees to pay the amount of common Expenses incurred during said period not produced by the assessment at the guaranteed level receivable from other owners.~~

~~In consideration of the foregoing, Developer shall be excused from the payment of its share of the common Expenses in respect to its Units owned by it during said guarantee period. The above provision is included herein pursuant to Section 718.116(8) (b) of the Condominium Act. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee from month to month on the same terms or paying the share of common Expenses and Assessments attributable to Units it is then offering for sale.~~

~~43.7~~ 12.6 Possession of Unit. Any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), unless a claim of lien was filed by the Association prior to the recording of the applicable mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common elements until such time as all unpaid Assessments and other charges due and payable from the former Owner, if any, have been paid.

~~43.8~~ 12.7 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his Unit.

~~43-9~~ 12.8 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

~~44.~~ 13. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

~~44~~ 13.1 Purchase, Custody, and Payment.

(a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

~~(b) Approval.~~ ~~Each insurance policy, the agency and company issuing the policy, and the Insurance Trustee hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.~~

~~(c)~~ (b) Named Insured. The named insured shall be the Association, individually and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insured's.

~~(d)~~ (c) Payment of Proceeds. All policies shall provide that payments for losses made by the insurer in excess of \$100,000.00 shall be paid to the Insurance Trustee.

~~(e)~~ (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates also shall be furnished upon request not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

~~(f)~~ (e) Personal Property and Liability. Unit owners ~~may~~ shall obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith. Pursuant to Florida Statute 718.111(11), the Association shall be named as an additional secured party.

~~44~~ 13.2 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Building (including all fixtures, installations, or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, in accordance with the original plans and specifications therefore, but excluding all furniture, furnishings or other personal property owned, supplied, or installed by Unit Owners or tenants of Unit Owners) and all improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than ~~one hundred percent (100%)~~ ninety percent (90%) of the full insurable

replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences of or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters, or things related to the Insured Property or adjoining driveways and walkways, or any work, matters, or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than ~~\$300,000~~ one million (\$1,000,000) for each accident or occurrence, ~~\$100,000 per person and \$50,000 property damage~~, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa;

(c) Worker's Compensation and other mandatory insurance, when applicable;

(d) Flood Insurance, if required by the Primary Institutional First mortgagee or if the Association so elects;

(e) Fidelity Insurance covering all Directors, Officers, and Employees of the Association and managing agents who handle Association funds, if any; and

(f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association or by a member of the Board of Directors of the Association or by one or more Unit Owners.

44 13.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insured's, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

44 13.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy, or abandonment of any one or more Units or their appurtenances of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deem appropriate.

44 13.5 Insurance Trustee; Share of Proceeds. All Insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Element appurtenant to each Unit and provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units; the portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of the Owners of Units of other portions of the Optional Property damaged in proportions to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

44 13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficiary Owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off the mortgages, and the balance, if any, to the beneficial Owners.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

44 13.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each Owner of a mortgage or either lien upon a Unit and for each Owner of any other interest in the Condominium Property to adjust a claims arising under insurance policies purchases by the Association and to execute and deliver release upon the payment of such claims.

44 13.8 Unit Owners Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due accidents occurring within his Unit nor casualty or the loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, ~~if such Owner desires,~~ to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association as specified in Florida Statute 718. The Association shall be named as an additional insured party.

44 13.9 Benefit of Mortgagees. Certain provisions in the Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

44 13.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its sole discretion appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

~~45~~ 14. Reconstruction or Repair After Fire or Other Casualty.

~~45~~ 14.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been



obtained by the Association with respect thereto) as a result of fire or other casualty (unless seventy-five (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed substantially damaged and Unit Owners owning eighty percent (80%) or more of the applicable interests in the Common Elements elect not to proceed with repairs restoration and the Primary Institutional First Mortgagee approves such election) the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property), if insurance has been obtained by the Association with respect thereto and the Insurance Trustee shall disburse the proceeds all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payment under procedures it adopts. If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damages or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagee approves such resolution, the condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, and Unit Owner, mortgagee, or lienor, as if the Condominium Property were owned in common; in which event, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit) and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair: or similar words are used, they shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee notifies the Board of Directors and the Unit owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

45 14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property which is to be

altered is the Building or the Optional Property, by the Owners of not less than eight percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be materially altered.

45 14.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repairs is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

45 14.4 Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

45 14.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be made in the proportion to all of the Owner's respective shares in the Common Elements, and on account of damage to the Optional Property (whether or not insured by the Association), in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

45 14.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, 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:

(a) Association. If the total Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than \$100,000, then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request made to the Insurance Trustee by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of damage.

(ii) Association – Major Damage. If the amount of the estimated costs or reconstruction and repair which are the responsibility of the Association is \$100,000 or more, than the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval for an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs or reconstruction and repair that are the responsibility of the Association, such balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured) or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be made in the same proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs or repair for this portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property and promptly effect the repairs in the manner elsewhere herein contemplated. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of the costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere herein stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions hereof, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to

determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the names of the payees and the amounts to be paid.

45 14.7 Benefit of Mortgagees. Certain provisions in this Section 45 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

46 15. Condemnation.

46 15.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a Special Assessment 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 the sums hereafter made payable to that Owner.

46 15.2 Determination Whether to Continue the 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 casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

46 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section 16 specifically provided.

46 15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect to the Unit, 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 such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses, and Common Surplus shall then be restated as follows:

(i) Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) Divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

~~46~~ 15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a unit that it cannot be made habitable (in the sole opinion of the Association), 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 made to the Condominium.

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; and third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceeds the appraised value of such Unit immediately prior to the taking as determined by the applicable trier of fact or as agreed upon between the parties. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work thereof shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere herein required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses, and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses, and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4© hereof (the "Percentage Balance"); and

(ii) Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

~~46~~ 15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares affected pursuant hereto by

reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

~~46~~ 15.7 Discretion of Board. If circumstances not covered by this Declaration or by law, a two-thirds (2/3rds) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

~~46~~ 15.8 Amendment of Declaration. The changes in the Units, in the Common Elements and in the ownership of the common Elements and share in the Common Expenses and Common Surplus that are affected by the taking, shall be evidenced by an amendment to this Declaration of condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

~~47~~ 16. Occupancy and Use Restriction. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

~~47~~ 16.1 Occupancy. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed ~~six (6)~~ four (4) persons for a two (2) bedroom Residential Unit. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. ~~Without limiting the generality of Section 17.11 hereof, the provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices, management services, or otherwise.~~

~~47.~~ 16.2 Children. Children shall be permitted to reside in Units.

~~47.~~ 16.3 Pets. No animals of any kind shall be raised, bred, or kept in the Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium Property upon three (3) days' notice from the Association to the Owner of the Unit containing such pet. No pet shall exceed forty (40) pounds. No known aggressive breeds are permitted.

~~47~~ 16.4 Alterations. Without limiting the generality of Section 9.1 hereof, no Unit Owner shall cause or allow improvements or changes of any kind to any Limited Common Elements or Common Elements, including but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).

~~47~~ 16.5 Use of Common Elements. The Common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

47 16.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by residents or occupants.

47 16.7 No Improper Uses. No improper, offensive, hazardous, or unlawful use shall be made of the condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations, of all governmental bodies having jurisdiction thereover shall be observe. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover,

47 16.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing or affecting the condominium. Leasing of Units shall also be subject to the prior written approval of the Association (which approval shall not be unreasonably withheld), however, such review of leases is within the sole discretion of the Board of Directors and there is no obligation upon the Association nor the Board of Directors to review any leases of Units. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefore. The Association may require a common area deposit in an amount not to exceed \$500.00 to insure payment for any such damages.

All leases shall also comply with and be subject to the provisions of Section 18 hereof and shall be, and are hereby made, subordinate to any lien field by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 47 16.8 in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases.

All owners of Units are required and obligated to provide the Condominium Documents to any lessee.

47 16.9 Exterior Improvements; Landscaping. Without limiting the generality of Section 9.1 or ~~47-16.4~~ hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures, and equipment), nor to plant ~~or grow~~ any type of invasive shrubbery, ~~flower, tree, vine, grass, or other plant life~~ tree(s) outside his the Unit, without the prior written consent of the ~~Asseociation~~ Board of Directors. Without limiting



the generality of Section 9.1 or 17.4 hereof, no Unit Owner shall cause any sign to be affixed or attached to, hung or displayed which is visible from outside of the Unit.

~~47~~ 16.10 Parking. Owners of a Unit will have exclusive use of one (1) assigned parking space; guest parking will be provided in Common Elements.

~~47~~ 16.11 Effect on Developer, Association. ~~The restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer.~~ The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section ~~47~~ 16 for good cause shown.

~~48~~ 17. Selling, Leasing and Mortgaging of Units. No Unit Owner other than the Developer may sell or lease his Unit except by complying with the following provisions:

~~48-17.1~~ Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase or lease a Unit, as the case may be, is called an "outside Offer", the party making any such Outside Offer is called and "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an offeree Unit Owner"), which he intends to accept shall give notice by certified mail, return receipt requested, to the Board of directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction, and such other information as the Board of directors may reasonably require. The giving of such notice to the Board of directors shall constitute an offer by such Unit Owner to sell his Unit or to lease his Unit to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period by certified mail, to purchase such Unit or to lease such Unit, as the case may be, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Unit or to lease such Unit, or to cause the same to be purchased or leased by its designee, the title shall be conveyed or a lease shall be executed at the office of the attorneys for the Association, in accordance with the terms of the Outside Offer, within forty-five (45) days after the giving of notice by the Association of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Unit is to be sold, shall convey the same to the Association, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at

the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable, and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and, subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and common Expenses shall be apportioned between the Offeree Unit Owner and the Association, or its designee, as of the closing date. In the event such Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board of Directors or to its designee a lease between the Offeree Unit Owner, as landlord, and the Association, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Association or its designee shall fail to accept such offer, or, in the case of a lease, shall fail to reject the proposed lease as permitted by Section 4716.8 hereof, within twenty (20) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within 60 (60) days after (a) notice of refusal is given by the Association or (b) the expiration of the period within which the Association or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit owner shall not, (within such sixty (60) day period) accept, in writing, the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer (within such sixty (60) day period) but such sale or lease, as the case may be, shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit or to lease such Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Section. Any deed or lease to an Outside Offeror shall provide (or shall be deemed to provide) that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents, or instruments affecting the condominium Property or administered by the Association, as the same may be amended from time to time.

Any lease executed in connection with the acceptance of any Outside Offer to lease a Unit shall be consistent herewith and with the By-Laws and rules and regulations and shall provide specifically that: (a) it may not be modified, amended, extended, or assigned, without the prior consent in writing of the Board of Directors; (b) the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board of Directors; and (c) the Board of directors shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (i) a default by the tenant in the performance of its obligations under such lease to the extent such default affects the Association in the opinion of the Board of (ii) a foreclosure of the lien granted under the Act. Such lease shall also comply with the provisions of Section 47 16.8 hereof.

Except as hereinbefore set forth, the form of any such lease executed by the Association or an Outside Offeror shall contain such other provisions as shall be required in writing by the Board of Directors. Any lease executed by the Association as

tenant shall provide, however, that the Association may enter into a sublease of the premises without the consent of the landlord.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at any time, at the election of the Association, and if the Board of Directors shall so elect; the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of unauthorized leasing) or void a conveyance (in case of an unauthorized sale). Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fee and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned ~~by or leased to the Developer~~ or owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure. ~~The Developer and~~ such Institutional First Mortgagees shall have the right to sell, and ~~the Developer also to lease or sublease~~, the Units they own without having to first offer the same for sale or lease to the Association.

48 17.2 Consent of Unit Owners to the Purchase or Lease of Units by the Association. The Association shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of Owners of a majority of the Units present in person or by proxy and voting at a meeting at which a quorum has been obtained.

48 17.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance, or other disposition of the Unit to which such interest is appurtenant; and any sale, conveyance, or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

48 17.4 Release by the Association of the Right of First Refusal. The right of first refusal contained in Section 48 17.1 may be released or waived by the Association only in the manner provided in Section 48 17.5. In the event the Association shall release or waive its right of first refusal as to any Unit, such Unit may be sold, conveyed, or leased free and clear of the provisions of said Section 48 17.1.

48 17.5 Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by an officer of the Association and stating that the provisions of Section 48 17.1 have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Association and stating that, as a result thereof, the rights of the Association thereunder have terminated (as to that sale or lease only), shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Section have, in fact, terminated or been waived. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time). No charge shall be made in

connection with the consideration of the approval of an extension or renewal of a previously approved lease.

~~48~~ 17.6 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners, if approved in the manner set forth in Section ~~48~~ 17.2 hereof. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner (other than the Offeree Unit Owner) in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

~~48-17.7~~ Exceptions. The provisions of Section 18.1 shall not apply with respect to any lease, sale, or conveyance of adult children, parents, parents-in-law, adult siblings, or a trustee, corporation, or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation, or other entity, or any one or more of the above; ~~(a) the Developer;~~ ~~(b)~~ ~~(a)~~ the Association; ~~(c)~~ ~~(b)~~ any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure; or ~~(d)~~ ~~(c)~~ an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section ~~48-17~~.

~~48-17.8~~ Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section ~~48~~ 17.

~~48-17.9~~ Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

~~48.17.10~~ Rights of Developer. ~~Anything to the contrary herein notwithstanding, before the Association approves any sale of a Unit or elects to purchase the Unit itself, the Association must first offer such Unit to the Developer and allow the Developer to accept the Outside Offer as long as the Developer owns a Unit. Notice of receipt of an Outside Offer must be delivered to the Developer by the Association within five (5) days after such notice is received by the Association as aforesaid. The Developer's election shall be given to the Board in writing within five (5) days of the date the Developer is notified of the Outside Offer in writing. The approval of any sale by the Association, however, in violation of this Section shall be conclusive and may be relied upon by an Outside Offeror acting in good faith and acquiring the Unit for value. The Association will, however, in such case be liable to the Developer in damages.~~

~~49~~ 18. Compliance and Default. Each Unit Owner, every occupant, including guests of a Unit, and the Association shall be governed by and shall comply with the terms of this Declaration of condominium, all exhibits attached hereto, and the rules and regulations

adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

~~49~~ 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by his negligence (or by that of any member of his family or his or their guests, employees, agents, lessees, or invitees) but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

~~49~~ 18.2 Compliance. In the event a Unit Owner or occupant, including guests fails to maintain a Unit, fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulation, or any other agreement, document, or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to suspend voting rights in Association matters, to assess the Unit Owner on the Unit for the sums necessary to do whatever work is required to establish such additional Assessments, and to have a lien against, therefore, as elsewhere herein provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

~~49~~ 18.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (including appellate attorneys' fees).

~~49~~ 18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, this Declaration, the Exhibits attached hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their or his right to do so thereafter.

~~20~~ 19. Termination of a Condominium. The condominium shall continue unit (a) termination by casualty loss, condemnation, or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee, or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective

interests in the Common Elements, provided however, that no payment shall be made to a Unit Owner until there has been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination; said certificate shall be recorded among the public records of the County.

This Section may not be amended with the consent of all Institutional First Mortgagees. ~~and the Developer as long as it owns any such dwelling Units.~~

~~24~~ 20. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association, to:

~~24~~ 20.1 Examine the Association's books;

~~24~~ 20.2 Receive notice of Association meetings and attend such meetings;

~~24~~ 20.3 Receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and

~~24~~ 20.4 Receive notice of any substantial damage or loss to any portion of the Condominium Property.

~~22~~ 21. Roads. The Unit Owners of the Condominium shall have the right to use certain roads as shown and recorded on Exhibit 3 attached hereto.

21.1 Maintenance of All Roads as identified in Exhibit 4, attached hereto, is the responsibility of the Foxmoor Lakes Master Association.

~~23~~ 22. Covenant Running with the Land. All provisions of this Declaration, the Articles, By-Laws, and applicable rules and regulations of the association shall, to the extent applicable and unless otherwise expressed herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of ~~the Developer~~ and subsequent Owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors, and assigns; but the same are not intended to create, nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants, and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, by-Laws, and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification by such Unit Owner, tenant, or occupancy of the provisions of this Declaration, and of the association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained therein.

24 23. Additional Provisions.

24 23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by ~~certified mail (return receipt requested)~~ to the Association c/ o of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail or by electronic transmission to the Condominium address of such Unit Owner, or such other address as have been designated by him from time to time, in writing, to the Association. All required notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time, in writing, to the Association.

24 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24 23.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

24 23.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of the Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted thereof, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24 23.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

24 23.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration, the Exhibits attached hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof, all of which shall remain in full force and effect.

24 23.7 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24 ~~23.8~~ Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise) and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this declaration, the Articles and By-Laws of the Association, and applicable rules and regulations are fair and reasonable in all material respects.

24 ~~23.9~~ Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, ~~at the request of the Developer,~~ all documents or consents which may be required by all governmental agencies and to allow the Association, or its Agent, to serve as such owner's Agent and to allow the Developer and its governmental agencies to allow the Developer and its affiliates to complete the plan of development of the project known as "FOXMOOR LAKES" (illustrated in Exhibit "F" of which the Condominium is a part), as hereafter amended; and each such Owner further appoints hereby ~~and thereby the Developer as such Owners' agent and attorney-in-fact to~~ execute, on behalf and in the name of such Owners, any and all of such required documents or consents. This power of attorney is irrevocable ~~and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.~~

24 ~~23.10~~ Gender; Plurality. Wherever the context so permits, the singular shall include the plural; the plural shall include the singular; and the use of any gender shall be deemed to include all or no genders.

24 ~~23.11~~ Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

~~24 Completion Date. The estimated date of completion of the constructing, finishing, and equipping of Phase I of the Condominium and of the Common Elements is December 1, 1983. Developer has every expectation that the Condominium will be completed much sooner than indicated, but since an estimated date is required by the Condominium Act, ample time is being allowed to cover any eventuality. The maximum number of Units that will use the facilities in the Condominium will be one hundred twenty-eight (128) Units except for the bicycle and jogging path which use has been specified herein and except for the roadway Foxlake Drive which use for parking has been specified herein.~~

24 ~~23.12~~ Foxmoor Lakes Project. Each Unit Owner of the Condominium herein shall also be a member of the Foxmoor Lakes Master Association, Inc., a non-profit corporation, which has been created to operate and maintain and own the common areas and recreational facilities of the Foxmoor Lakes Project, excluding the common facilities of the Condominium herein. The recreational facilities and common areas owned and operated by Foxmoor Lakes Master Association, Inc., consists of the following: lakes, three (3) swimming pools, recreation building, two (2) tennis courts, bicycle and jogging path. ~~and parking areas.~~ Each Unit Owner is required to pay their share of the costs and expenses of maintenance, management, upkeep, replacement,



and assessments pursuant to the Foxmoor Lakes Master Association, Inc. Declaration of Covenants and Restrictions recorded in Official Record book 1461 Page 1395 of the Public Records of Lee County, Florida as amended from time to time, ~~a copy of the budget of Foxmoor Lakes Association, Inc. is attached as exhibit "I"~~ The assessments for each Unit in Foxmoor Lakes Master Association, Inc. are authorized to be increased by the above described Declaration. ~~The estimated date of completion for construction of the recreational facilities defined in this subsection is December 1, 1983.~~

24 23.13 Management Agreement. The Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit "E" and made a part hereof. Each Unit Owner, his heirs, successors and assigns shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(a) Adopting and ratifying to the execution of said Management Agreement by the Association.

(b) Promising to perform each and every of the covenants and undertaking to be performed by Unit Owners in the cases provided therefore in said Management Agreement.

(c) Ratifying and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable.

(d) Agreeing that the persons acting as Directors and Officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

~~(e) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association are or may be stockholders, officers, and directors of the Management firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement in whole or in part.~~

(f) ~~(e)~~ The act of the Board of Directors and Officers of the Association in entering into the Management Agreement be and are hereby ratified and approved.

~~25. Phase Condominium. This Condominium may be developed in phases pursuant to Florida Statutes 718.403, with the first phase, Phase I, consisting of the real property legally described in exhibit Numbers "1" and "3" attached hereto. Phase I consists of the Units in buildings and other improvements as shown and set forth in Exhibit "3" attached hereto. The Units in Phase I of this Condominium shall own a fractional undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "2" to this Declaration.~~

~~Should the Developer decide in its sole discretion to add Phase II to this Condominium, Phase II shall consist of the real property described in Exhibit Number "5" attached hereto. Should Phase II be added to this Condominium then, in such event, this Condominium shall consist of the Units in the building and other improvements as~~

~~described and set forth in Exhibit "6" attached hereto. Should the Developer decide in its sole discretion to add Phase III to this Condominium, Phase III shall consist of the real property described in Exhibit Number "5" attached hereto. Should Phase III be added to this Condominium, then in such event, this Condominium shall consist of the Units in the buildings and other improvements as described and set forth in Exhibit Number "6". Phase I will consist of forty (40) Units; Phase II, if added, will consist of forty four (44) Units; Phase III, if added, will consist of forty four (44) Units. If Phase II is added to this Condominium then each Unit in this Condominium, i.e., eighty four (84) Units shall own a fractional undivided interest in the common Elements and be responsible for a fractional share of the Common Expenses of the condominium as set forth in Exhibit "2". (The general size of the Units in Phase II will be approximately the same as those built in Phase I) and Phase II, if added, will be completed by December 31, 1984. If Phase II is added to this Condominium the impact on the Condominium will be to increase the number of Units from forty (40) Units to eighty four (84) Units. If Phase III is added to this Condominium then each Unit in this Condominium, i.e., one hundred twenty eight (128) Units shall own a fractional undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of the Condominium as set forth on Exhibit "2". The general size of the Units in Phase III will be approximately the same as those built in Phases I and II. Phase III, if added, will be completed by December 31, 1985. If Phase III is added to this Condominium, the impact on the Condominium will be to increase the number of Units to a maximum of one hundred twenty eight (128) Units and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly with the addition of each phase.~~

~~Each Unit in the condominium is entitled to one (1) vote at any meeting of the Association as provided in this Declaration. If the Condominium consists of only Phase I, there will be forty (40) votes and if Phase II is added to this Condominium, there will be eighty four (84) votes, and if Phase III is added to this Condominium there will be one hundred twenty eight (128) votes.~~

~~Should the Developer, in his sole discretion, decide to construct and add Phase II to this Condominium and Phase III to this Condominium then upon substantial completion of the construction of the improvements, including the building or buildings to be added in said phase or phases, the Developer shall cause a surveyor authorized to practice in the State of Florida to prepare a survey of the phase or phases to be added and certify said surveys as required by and pursuant to the applicable provisions of F.S. 718 and F.S. 718.104(4)(3). This survey shall be attached to amendment or amendments to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Lee County, Florida, together with such other exhibits relating thereto as the Developer determines, in his sole discretion, are necessary. Pursuant to F.S. 718.403 and Section 6 in this Declaration, this amendment or amendments shall not be required to be executed by, nor consented to by the Unit Owners, the Condominium Association, nor the members thereof, nor the owners or holders of any lien encumbering a Unit in this Condominium.~~

~~Nothing contained in this Section 25 shall be construed as requiring the Developer to construct the additional units and buildings referred to herein and add the same to this~~

~~Condominium, but if said Units and buildings are constructed and added to this Condominium in one or more subsequent phases and amendments, all such construction will be completed, and the buildings and Units added to this Condominium by December 31, 1985.~~

24. Binding Effect. This Amended and Restated Declaration and any further Amendments shall be binding upon the Owners, their successors and assigns.

The foregoing were adopted as the Declaration of the Association on this 28 day of January, 2010.

Lee Craine

President, Lee Craine

**DESCRIPTION: PHASE 1**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SECTION 36; THENCE S 89° 21' 53" E ALONG THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4) FOR 1329.09 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4); THENCE S 89° 19' 42" E ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4) FOR 324.55 FEET; THENCE N 00° 38' 06" E FOR 388.61 FEET; THENCE S 89° 21' 53" E FOR 53.05 FEET; THENCE N 00° 38' 07" E FOR 459.01 FEET; THENCE S 85° 59' 58" E FOR 30.93 FEET; THENCE N 04° 00' 02" E FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING N 04° 00' 02" E FOR 35.00 FEET TO A POINT ON A SOUTH LINE OF A LAKE; THENCE S 79° 46' 40" E ALONG SAID LAKE FOR 53.73 FEET; THENCE N 84° 33' 48" E ALONG SAID LAKE FOR 48.24 FEET; THENCE N 54° 45' 02" E ALONG SAID LAKE FOR 24.41 FEET; THENCE N 23° 53' 46" W ALONG SAID LAKE FOR 80.14 FEET; THENCE N 17° 53' 37" W ALONG SAID LAKE FOR 65.95 FEET; THENCE N 03° 47' 04" E ALONG SAID LAKE FOR 35.10 FEET; THENCE N 05° 18' 02" E ALONG SAID LAKE FOR 26.76 FEET; THENCE N 45° 04' 47" W ALONG SAID LAKE FOR 26.76 FEET; THENCE N 74° 44' 58" W ALONG SAID LAKE FOR 39.02 FEET; THENCE N 04° 00' 02" E FOR 56.19 FEET; THENCE S 80° 39' 17" E FOR 280.00 FEET; THENCE N 09° 20' 43" E FOR 92.32 FEET; THENCE N 28° 21' 47" W FOR 75.25 FEET; THENCE N 56° 55' 11" W FOR 30.48 FEET TO A POINT ON A SOUTHERLY LINE OF A WETLANDS AREA; THENCE N 49° 57' 53" E ALONG SAID WETLANDS FOR 43.28 FEET; THENCE N 85° 15' 47" E ALONG SAID WETLANDS FOR 57.22 FEET; THENCE S 75° 08' 59" E ALONG SAID WETLANDS FOR 51.64 FEET; THENCE S 39° 54' 11" E ALONG SAID WETLANDS FOR 58.90 FEET; THENCE S 25° 59' 12" E ALONG SAID WETLANDS FOR 169.50 FEET; THENCE S 19° 15' 38" E ALONG SAID WETLANDS FOR 65.79 FEET; THENCE S 46° 03' 22" E ALONG SAID WETLANDS FOR 30.41 FEET; THENCE S 12° 07' 53" E ALONG SAID WETLANDS FOR 51.20 FEET; THENCE S 70° 46' 34" W FOR 119.06 FEET; THENCE S 39° 11' 17" W FOR 80.71 FEET; THENCE SOUTH FOR 15.82 FEET; THENCE S 39° 11' 17" W FOR 90.85 FEET; THENCE N 72° 24' 09" W FOR 230.19 FEET; THENCE N 85° 59' 58" W FOR 143.81 FEET TO THE POINT OF BEGINNING.

EXHIBIT "1"

## EXHIBIT 2

Percentage Shares of Common Elements,  
Common Expenses and Common SurplusPhase I (40 Units)

Each Unit within the Condominium shall have a 2.5 percent interest in and to the Common Elements and Common Surplus and shall be responsible for 2.5 percent of the Common Expenses of the Condominium.

<u>UNIT</u>	<u>PERCENTAGE SHARE</u>
10,000 -1	2.5%
10,000 -2	2.5%
10,000 -3	2.5%
10,000 -4	2.5%
10,000 -5	2.5%
10,000 -6	2.5%
10,000 -7	2.5%
10,000 -8	2.5%
10,001 -1	2.5%
10,001 -2	2.5%
10,001 -3	2.5%
10,001 -4	2.5%
10,001 -5	2.5%
10,001 -6	2.5%
10,001 -7	2.5%
10,001 -8	2.5%
10,002 -1	2.5%
10,002 -2	2.5%
10,002 -3	2.5%
10,002 -4	2.5%
10,002 -5	2.5%
10,002 -6	2.5%
10,002 -7	2.5%
10,002 -8	2.5%
11,000 -1	2.5%
11,000 -2	2.5%
11,000 -3	2.5%
11,000 -4	2.5%
12,000 -1	2.5%
12,000 -2	2.5%
12,000 -3	2.5%
12,000 -4	2.5%
12,000 -5	2.5%
12,000 -6	2.5%
12,000 -7	2.5%
12,000 -8	2.5%
12,000 -9	2.5%
12,000 -10	2.5%
12,000 -11	2.5%
12,000 -12	2.5%

Upon submission of Phase II, 44 Units, to the Condominium, upon the sole discretion of the Developer, each Unit within the Condominium shall have a 1.19 percent interest in and to the Common Elements and Common Surplus and shall be responsible for 1.19 percent of the Common Expenses of the Condominium.

Upon submission of Phase III, 44 Units, to the Condominium, upon the sole discretion of the Developer, each Unit within the Condominium shall have a .78125 percent interest in and to the Common Elements and Common Surplus and shall be responsible for .78125 percent of the Common Expenses of the Condominium.

All Units shall have 2 bedrooms and 2 baths.

AMENDMENT TO DECLARATION OF  
SAWMILL VILLAS, A CONDOMINIUM

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19.50 R  
5.00 cent copy  
24.50

THIS AMENDMENT TO DECLARATION OF SAWMILL VILLAS, A CONDOMINIUM is made this 12th day of April, 1996, by LENNAR HOMES, INC., a Florida corporation (the "Developer").

WITNESSETH:

A. Developer filed a Declaration of Condominium (the "Declaration") for Sawmill Villas, a Condominium (the "Condominium"), recorded in Official Records Book 1582 at Page 1783 of the Public Records of Lee County, Florida.

B. The Surveyor's Certification attached as a portion of Exhibit "3" to the Declaration contains a certification by the Surveyor that only the construction of certain buildings in the Condominium is complete.

C. Developer has now substantially completed Building 10002, of the Condominium, and wishes to amend Exhibit "3" to the Declaration to reflect said substantial completion in compliance with Florida Statute 718.104(4)(b).

NOW, THEREFORE, the Developer hereby declares as follows:

1. The Declaration is hereby amended by adding to Exhibit "3" to the Declaration, the Surveyor's Certification attached hereto as Exhibit "A", which certifies that Building 10002 of Sawmill Villas, a Condominium is now substantially completed as such term is defined in Florida Statute 718.104(4)(e).

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LENNAR HOMES, INC.

*Janet S. English*  
Name: JANET S. ENGLISH  
*MARLENE T. ASHROA*  
Name: MARLENE T. ASHROA

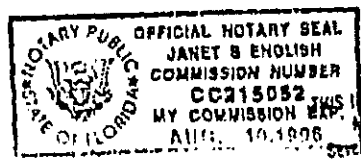
By: *M. E. Salada*  
M. E. Salada, Vice President  
Attest: *M. J. Watsky*  
Morris J. Watsky, Asst. Secretary

STATE OF FLORIDA  
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. SALEDA and MORRIS J. WATSKY, Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., who acknowledged that they were the individuals who executed the above instrument as their free act and deed on behalf of the corporation. They are personally known to me and did not take an oath.

DATED THIS 12th day of April, 1996.

*Janet S. English*  
Notary Public, State of Florida  
My Commission Expires:



COMMUNITIES/CONDOMINIUMS/  
ARBOR LAKES/Amend/Dec-Sawmill  
(6) April 17, 1996

INSTRUMENT PREPARED BY:  
Morris J. Watsky, Esq.  
Seveth Hundred N.W. 107 Ave.  
Miami, Florida 33172

RECORD VERIFIED - CHARLIE GREEN, CLERK  
BY: HELEN CARROLL, O.C.

FIRST AMENDMENT TO THE DECLARATION  
OF  
SAWMILL VILLAS, A CONDOMINIUM

WHEREAS, ROYAL HOMES, INC., a Florida corporation, authorized to do business in the State of Florida, has filed a certain Declaration of Sawmill Villas, A Condominium, the "Condominium"; and

WHEREAS, said Declaration has been recorded in Official Records Book 1582 at Page 1783 through Page 1907, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, said Declaration applies to that certain real property described in Exhibit "1" thereto, said exhibit having been specifically recorded in Official Record Book 1582 at Page 1820 and Exhibit "3" said exhibit having been specifically recorded in Official Record Book 1582 at Page 1822 through 1832 of the Public Records of Lee County, Florida; and

WHEREAS, said Declaration is hereby amended to revise that certain plot plan described in Exhibit "3" and is being attached as Exhibit "1" to the herein Amendment; and

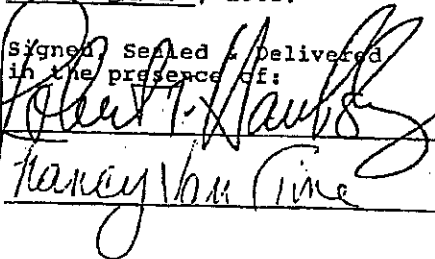
WHEREAS, it has been determined that certain units within said Condominium have been substantially completed and that a surveyor can now issue his Certificate, as required, to include such units. Said Certificate being attached hereto on the Plot Plan as Exhibit "1".

NOW, THEREFORE, ROYAL HOMES, INC., as Developer, makes the following amendment to said Declaration:

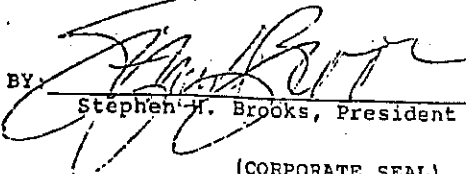
1. The Plot Plan attached hereto and as above referenced is hereby made a part of the Condominium documents for Sawmill Villas, A Condominium.
2. The Surveyor's Certificate attached hereto and as above referenced is hereby made a part of the Condominium documents for Sawmill Villas, A Condominium.

IN WITNESS WHEREOF, this Amendment to the Declaration of SAWMILL VILLAS, A CONDOMINIUM, has been executed by the Developer herein at Fort Myers, Lee County, Florida, on this 11 day of October, 1982.

Signed, Sealed & Delivered  
in the presence of:

  
Nancy Van Cline

ROYAL HOMES, INC.  
a Florida corporation

BY:   
Stephen H. Brooks, President  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, THIS 11th day of October, 1982, personally appeared STEPHEN H. BROOKS, as President of ROYAL HOMES, INC., a Florida corporation, the Developer herein, to me known to be the

person described in and who executed the foregoing Amendment to the Declaration of Sawmill Villas, A Condominium, and duly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers, in the County and State named above, the day and year last aforesaid.

*Richard L. [Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
BONDED THRU GENERAL INS. UND.  
MY COMMISSION EXPIRES SEPT. 25, 1983



SURVEYOR'S CERTIFICATE  
Sheet 1 of 3

DR2697 P62816

I, Scott C. Whitaker, Registered Land Surveyor in the State of Florida, hereby certify that the construction of the improvements of Building 10002, Sawmill Villas, A Condominium, is substantially complete so that this material, together with the provisions of the Declaration describing the condominium property as relates to survey matters only, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials. I further certify that all planned improvements, including but not limited to landscaping, utility services and access to the unit and common element facilities serving Building 10002, as set forth on the attached exhibits last dated April 8, 1996, have been substantially completed.


Bean, Whitaker, Lutz & Barnes, Inc.

  
\_\_\_\_\_  
Scott C. Whitaker, R.L.S. 4324

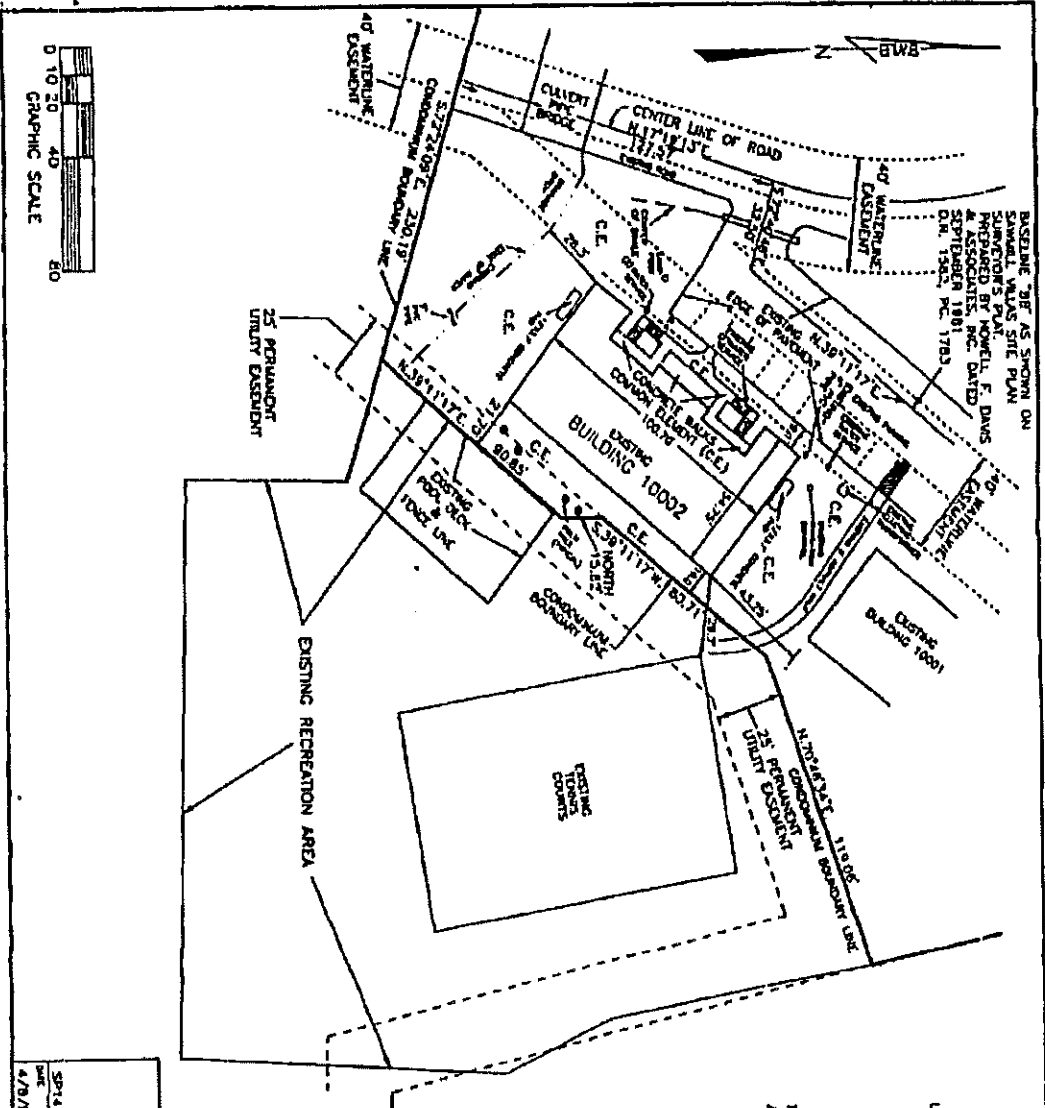
STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this April 10, 1996 by Scott C. Whitaker (who is personally known to me and who did not take an oath.



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

My Commission Expires:  
W31-CERT2



**SAWMILL VILLAS**  
**A CONDOMINIUM**  
 LYRIC IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA.

NOTE:  
 ALL DIMENSIONS ARE FIELD VARIANTS

MODIFIED BUILDING 10002  
 SAWMILL VILLAS, A CONDOMINIUM  
 AS SHOWN IN O.R. 1582, PAGE 1783

EXHIBIT "AA"

Bean, Whitaker, Lutz & Barnes, Inc.

CONSULTING ENGINEERS AND SURVEYORS

13411-B WOODSON BULWARK, FORT WORTH, TEXAS 76104 (817) 481-1231

SP-112	DWG	DATE	PROJECT NO.	SCALE	FOOT	INCH	DATE	BY	CHK
4/8/78		141	524	1" = 40'	2"	0' 1"	58-43-24		

DR2697 PG2818

HARDIE GREEN LET CITY H...  
96 APR 19 PH 3:23

SHEET 3 OF 3

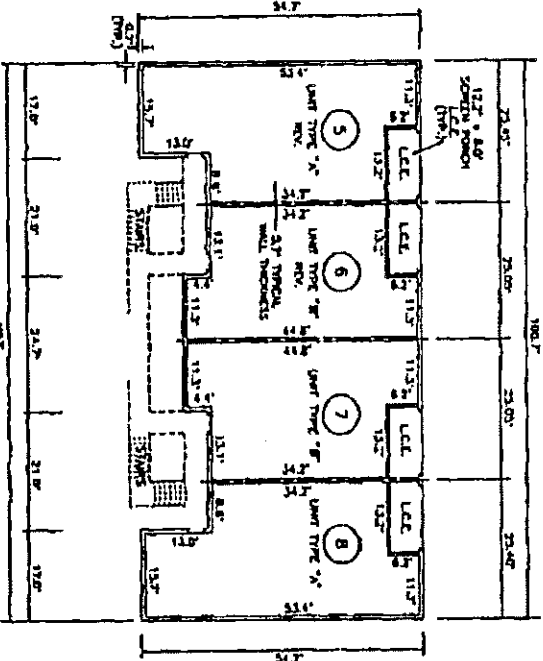
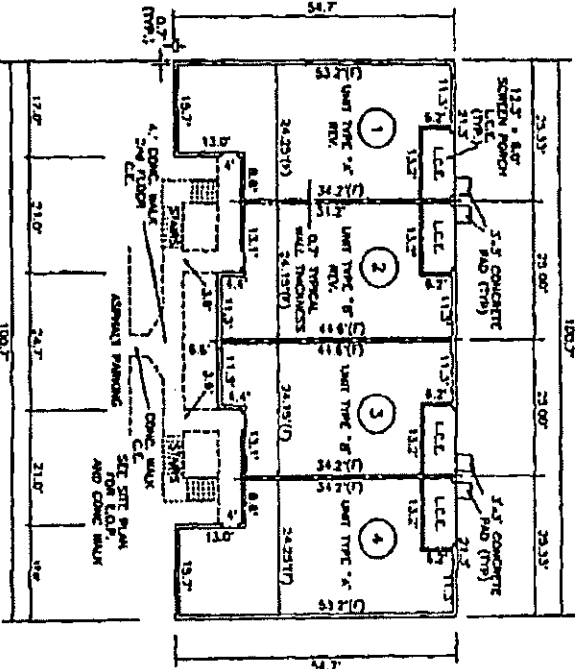
# SAWMILL VILLAS A CONDOMINIUM

LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA



- LEGEND:
- AIR CONDITIONER
  - COMMON ELEMENT
  - CONCRETE
  - UNIT BOUNDARY
  - UNIT COMMON ELEMENT
  - REVERSE LAYOUT
  - TYPICAL
  - UNITED TELEPHONE SERVICE
  - CABLE TELEVISION BOX

— DOOR  
STAIRS AND BALCONIES ARE COMMON ELEMENTS.  
(F) DENOTES FIELD MEASUREMENTS



FIRST FLOOR

SECOND FLOOR

UNIT BOUNDARY  
ELEVATIONS  
(NOT TO SCALE)

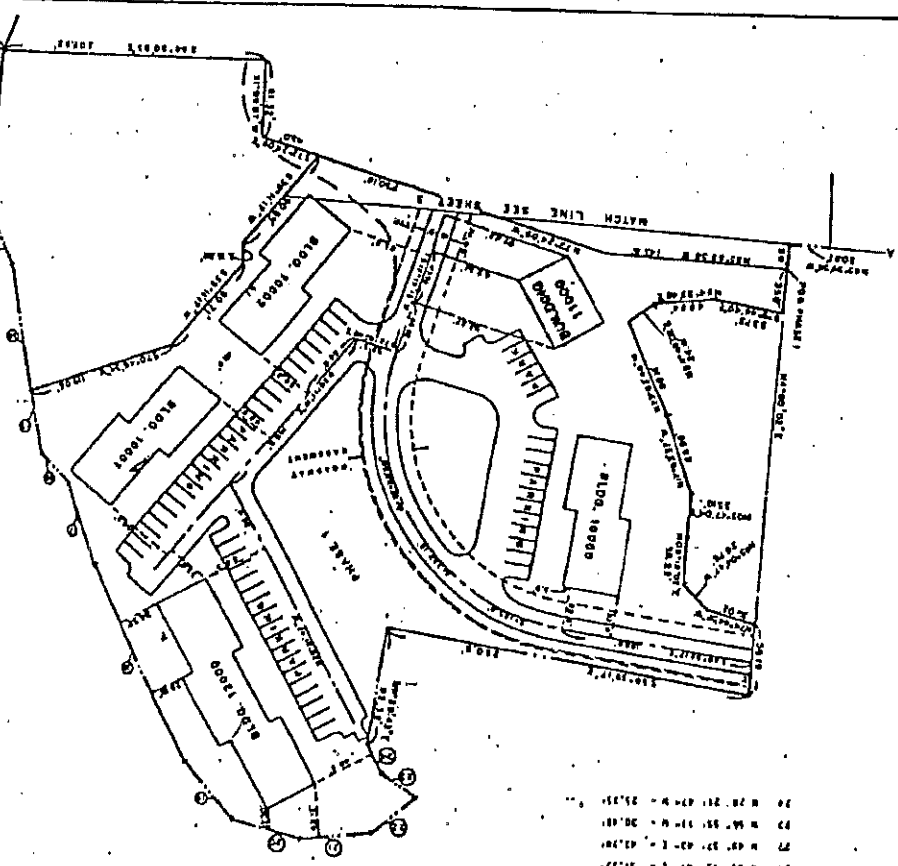
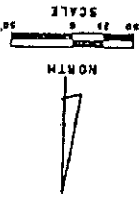
SAWMILL VILLAS, A CONDOMINIUM  
UNIT BOUNDARIES  
BUILDING # 10002

PREPARED BY:  
Bean, Whitaker, Lutz & Barnes, Inc.  
CONSULTING ENGINEERS AND SURVEYORS  
15141-B MCNEELOR BOULEVARD, FORT WATERS, FLORIDA 33919  
(941) 481-1331

DATE: 1/27/78  
SCALE: AS SHOWN  
JOB NO.: 000011  
DRAWN BY: JAA  
TITLE: UNIT BOUNDARIES

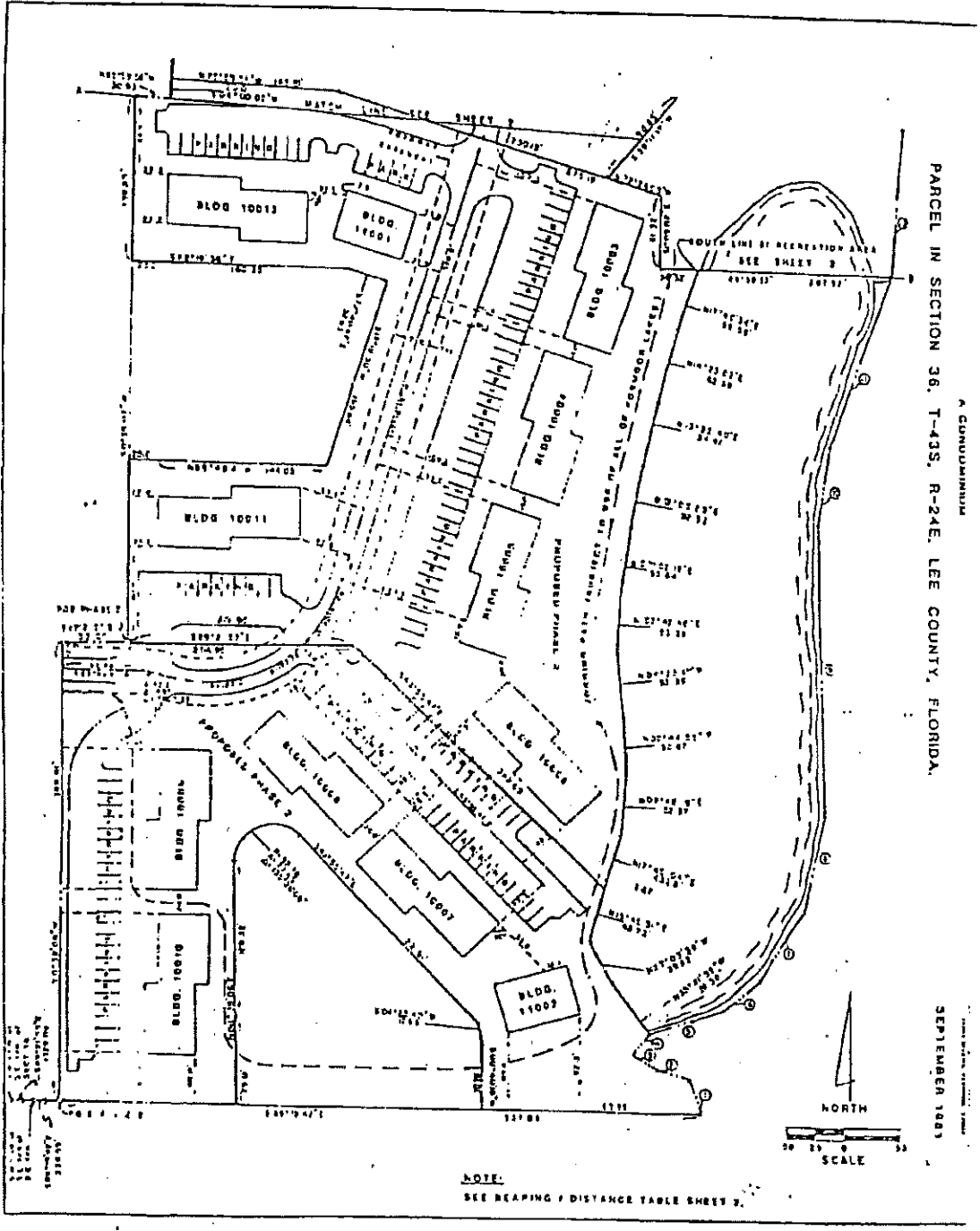
SURVEYOR'S PLAN, EXHIBIT TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA,  
 PHASE 1

SHEET 6 OF 12  
 Prepared by: **Beard & Associates, Inc.**  
 11000 Highway 90, Suite 100  
 Fort Myers, Florida 33907  
 SEPTEMBER, 1981



BEARING / DISTANCE DATA

1	N 21° 00' 00" E	100.00
2	N 89° 59' 59" W	100.00
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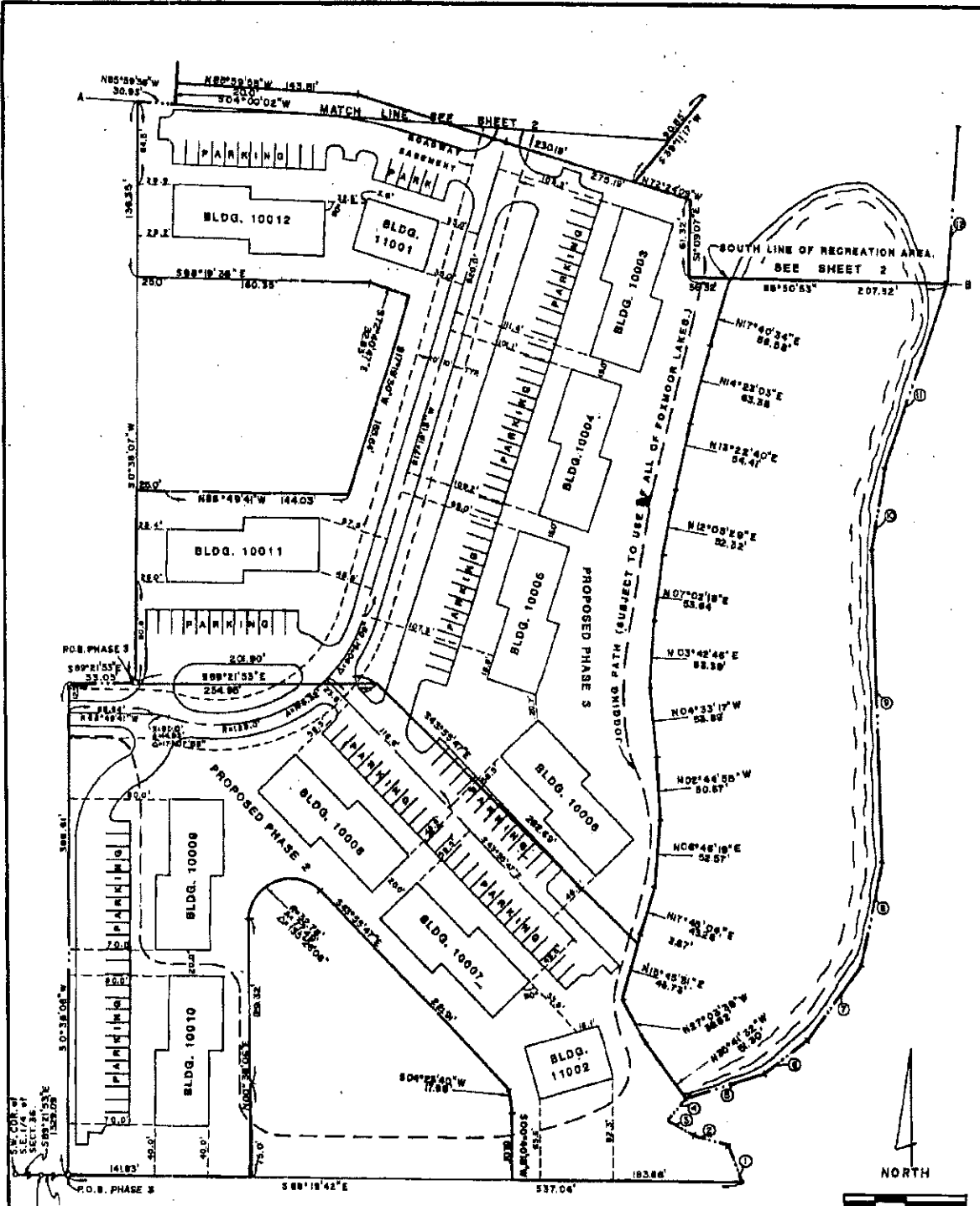
SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM

PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK 7, PAGE 251

O.R. Book 1, SHEET 3 OF 12  
 1974-42

Handell F. Smith & Associates, Inc.  
 Consulting Engineers and Surveyors, Inc.  
 4000 W. U.S. Highway 1, Suite 200  
 Fort Pierce, Florida 34947  
 SEPTEMBER 1981



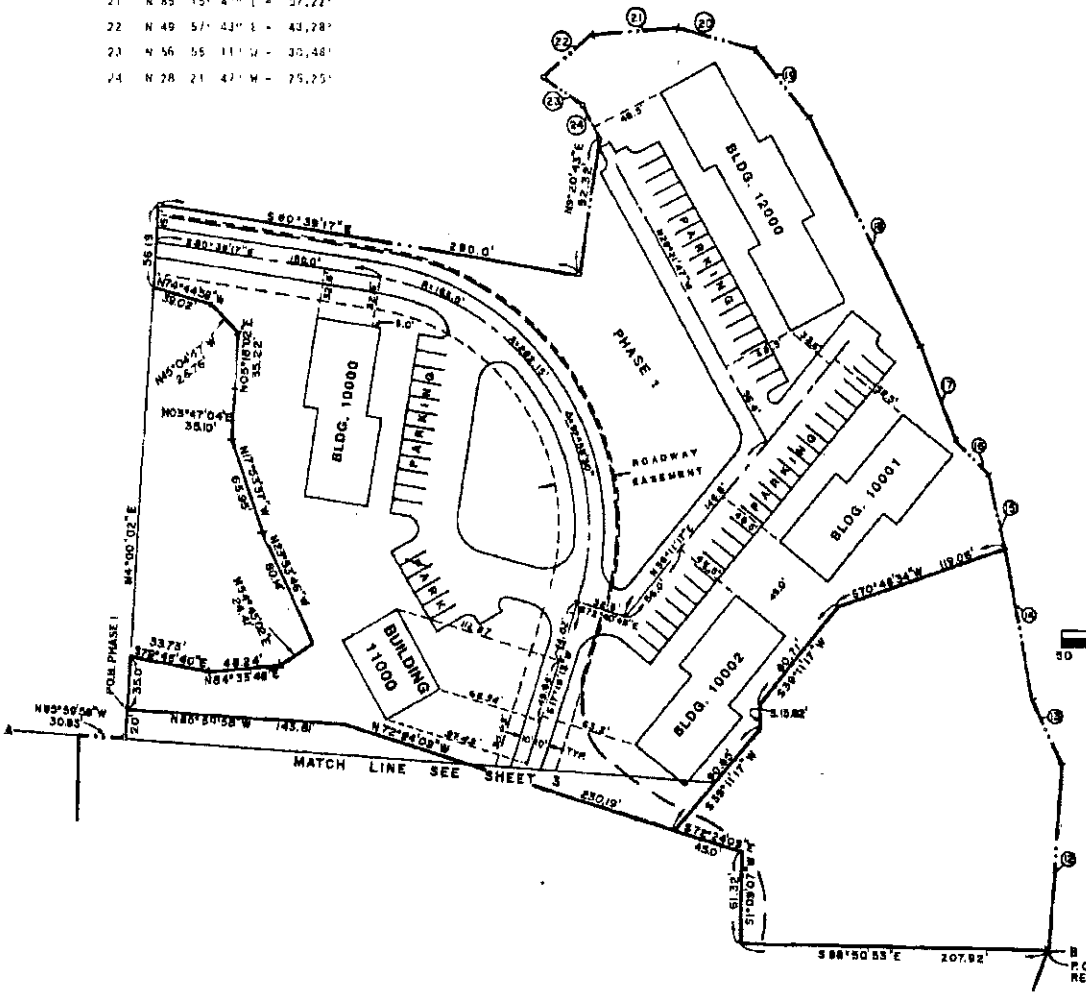
NOTE:  
 SEE BEARING / DISTANCE TABLE SHEET 2.



SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.

**BEARING / DISTANCE DATA**

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2	N 71° 17' 20" W	- 28.46'
3	N 62° 04' 43" W	- 23.71'
4	N 36° 00' 30" E	- 22.20'
5	N 73° 58' 55" E	- 61.72'
6	N 50° 07' 12" E	- 41.87'
7	N 35° 54' 15" E	- 73.82'
8	N 13° 59' 19" E	- 89.74'
9	N 01° 21' 14" W	- 246.10'
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11	N 19° 44' 10" E	- 159.09'
12	N 03° 20' 53" E	- 125.70'
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14	N 09° 55' 40" W	- 101.60'
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16	S 46° 03' 22" E	- 31.41'
17	S 19° 15' 38" E	- 65.70'
18	S 25° 53' 12" E	- 169.50'
19	S 39° 54' 11" E	- 58.90'
20	S 75° 08' 59" E	- 51.66'
21	N 85° 15' 41" E	- 57.22'
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23	N 56° 55' 11" W	- 30.48'
24	N 28° 21' 47" W	- 75.25'



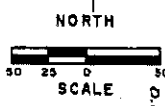
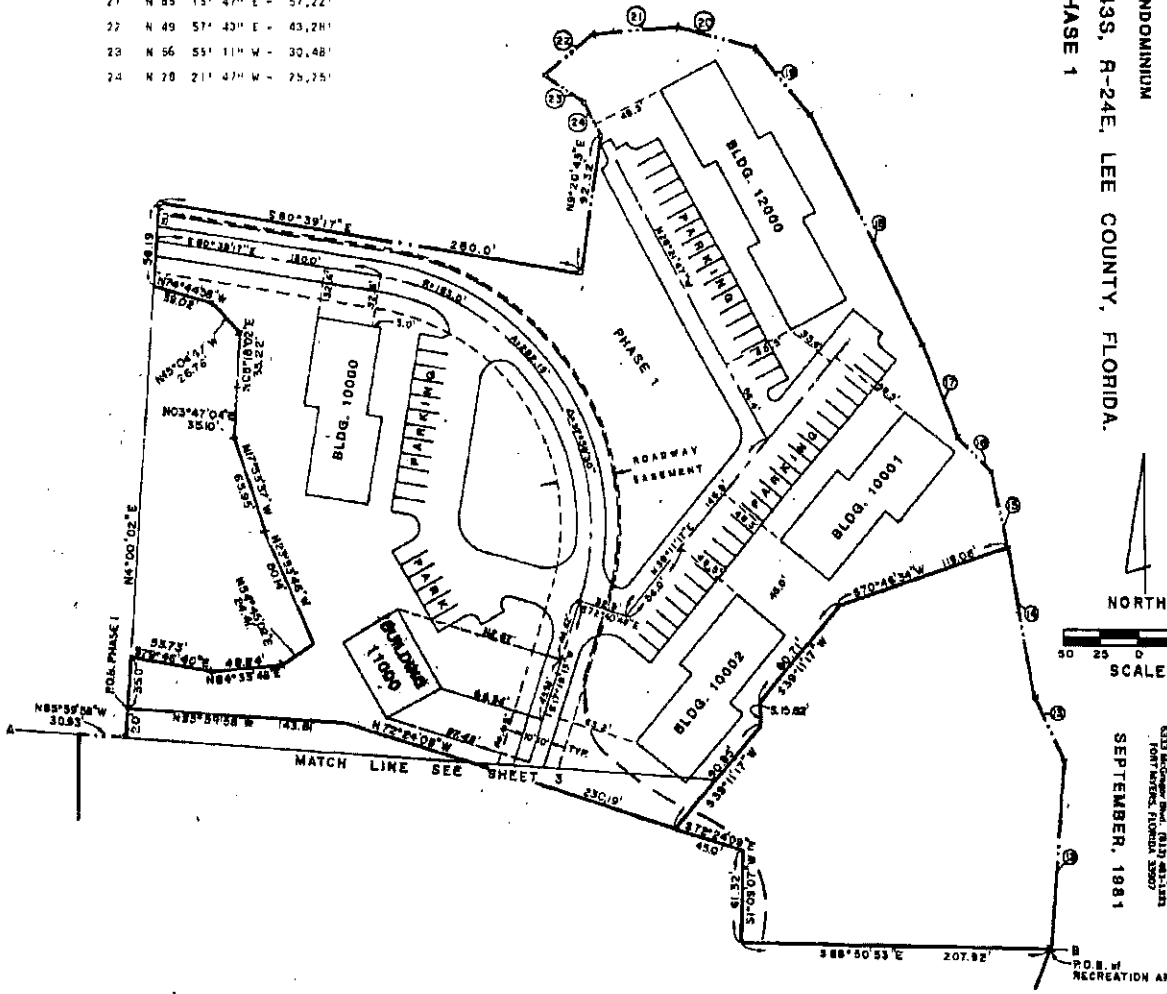
SHEET 4 OF 18  
 O.R. BOOK 1572 PAGES 127  
 SEPTEMBER, 1981  
 Hensel & Associates, Inc.  
 5333 MacArthur Blvd., #111  
 FORT WORTH, TEXAS 76133  
 FORT WORTH, TEXAS 76107  
 R.O.B. RECREATION AREA

CONDOMINIUM PLAT BOOK 7 PAGE 262

SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.  
 PHASE 1

BEARING / DISTANCE DATA :

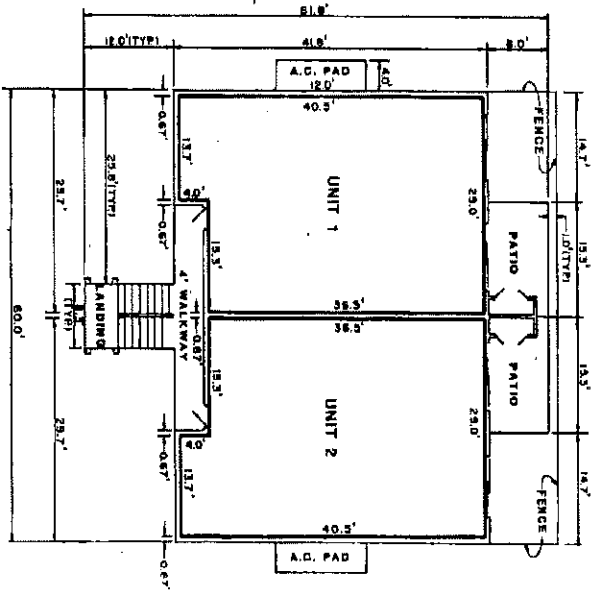
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4	N 06° 06' 30" E	- 22,20'
5	N 73° 58' 55" E	- 67,72'
6	N 50° 07' 12" E	- 41,87'
7	N 35° 54' 15" E	- 73,87'
8	N 11° 59' 19" E	- 80,74'
9	N 01° 21' 14" W	- 266,10'
10	N 09° 26' 18" E	- 62,60'
11	N 19° 44' 10" E	- 159,09'
12	N 03° 28' 53" E	- 125,20'
13	N 24° 03' 54" W	- 46,10'
14	N 09° 55' 40" W	- 101,60'
15	S 12° 07' 53" E	- 51,29'
16	S 4° 03' 22" E	- 30,31'
17	S 1° 15' 38" E	- 45,74'
18	S 25° 50' 12" E	- 159,50'
19	S 39° 54' 11" E	- 50,99'
20	S 75° 08' 59" E	- 51,66'
21	N 85° 15' 47" E	- 57,22'
22	N 49° 57' 43" E	- 43,28'
23	N 66° 55' 11" W	- 30,48'
24	N 78° 21' 47" W	- 75,75'



CONDOMINIUM PLAT BOOK 7, PAGE 266

SHEET 5 OF 12  
 PHASE 1 / 125  
 Howard E. Smith & Associates, Inc.  
 6325 MacGregor Blvd., (137) 481323  
 FORT MYERS, FLORIDA 33907  
 SEPTEMBER, 1981  
 P.O.B. W. RECREATION AREA.

SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.



FIRST FLOOR - BLDGS. 11000, 11001 & 11002

CONDOMINIUM PLAT BOOK PAGE 11  
 O.R. BOOK 1581 PAGE 1822  
 SHEET 6 OF 12

September 1981  
 Powell F. Davis & Associates, Inc.  
 4333 MacArthur Blvd., Suite 410  
 Fort Myers, Florida 33907



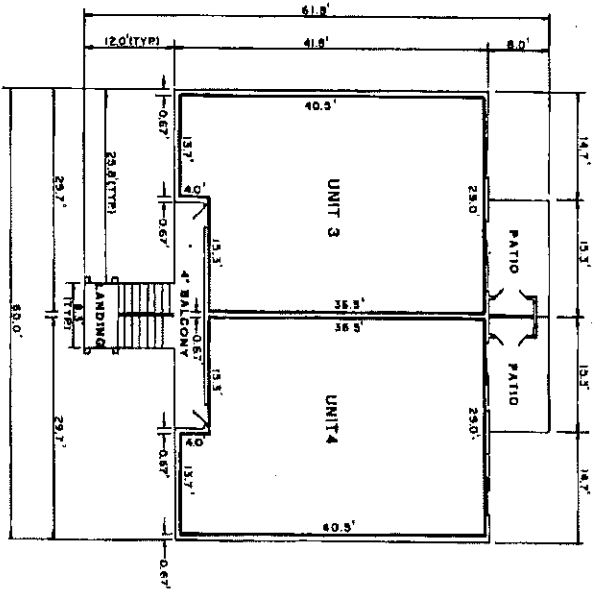
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**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK 7 PAGE 263  
 D.R. Book 1582 Page 1127

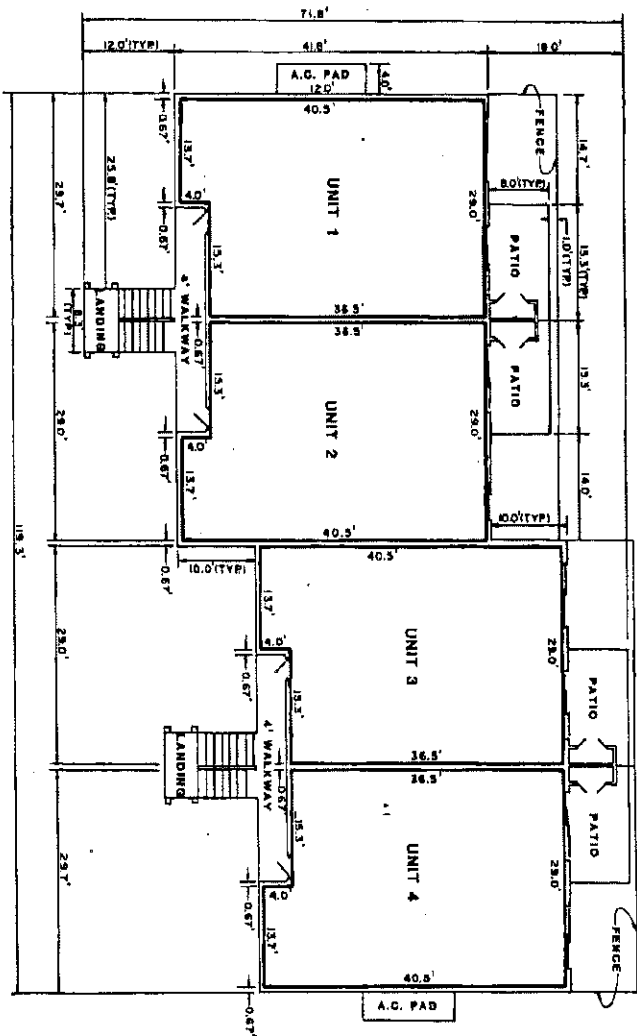
Handled by Davis & Associates, Inc.  
 6330 MacArthur Blvd., #1101, Fort Myers, FL 33911  
 9401 WINTER FLORIDA BLVD  
 SEPTEMBER, 1981



SECOND FLOOR - BLDGS. 11000, 11001 & 11002



SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.



FIRST FLOOR - BLDGS. 10000 THRU 10012 (INCLUSIVE)

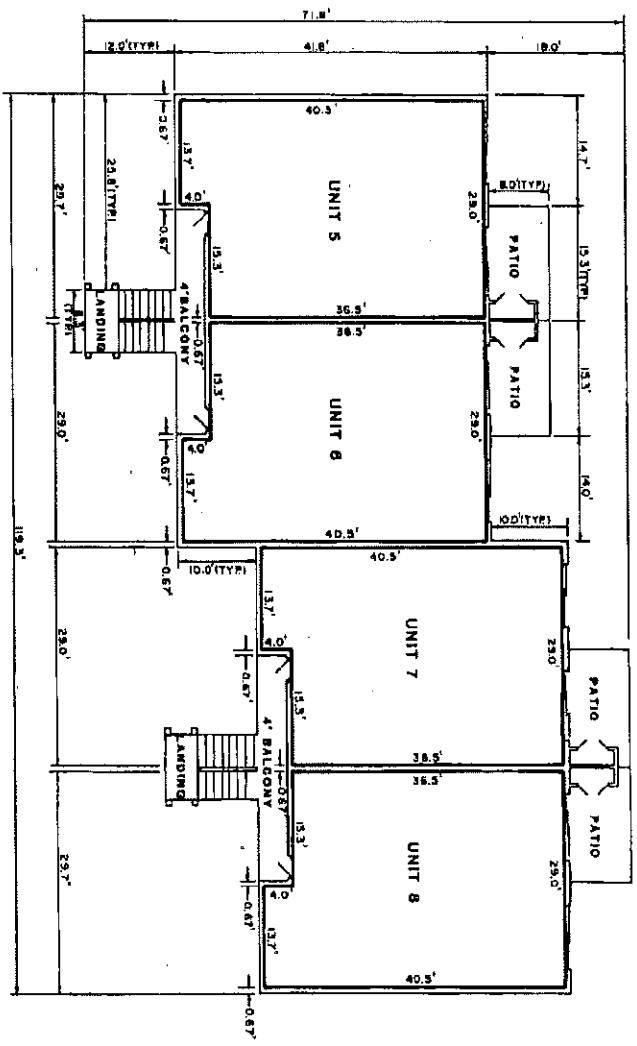
CONDOMINIUM PLAT BOOK 7, PAGE 267  
 O.R. Book 1552, Page 1228  
 SHEET 8 OF 12  
 September, 1981



Howard F. Smith & Associates, Inc.  
 Consulting Engineers and Surveyors  
 4333 McGowan Blvd., #103-11333  
 Fort Myers, Florida 33907

SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM

PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.



SECOND FLOOR - BLDGS. 10000 THRU 10012 (INCLUSIVE)

CONDOMINIUM PLAT BOOK 7 PAGE 265  
 O.R. 300K 1582 PAGES 1829  
 SHEET 9 OF 12

Howard F. Davis & Associates, Inc.  
 Consulting Engineers and Surveyors  
 6530 W. BAYVIEW BLVD.  
 MIAMI, FLORIDA 33149

SEPTEMBER, 1981

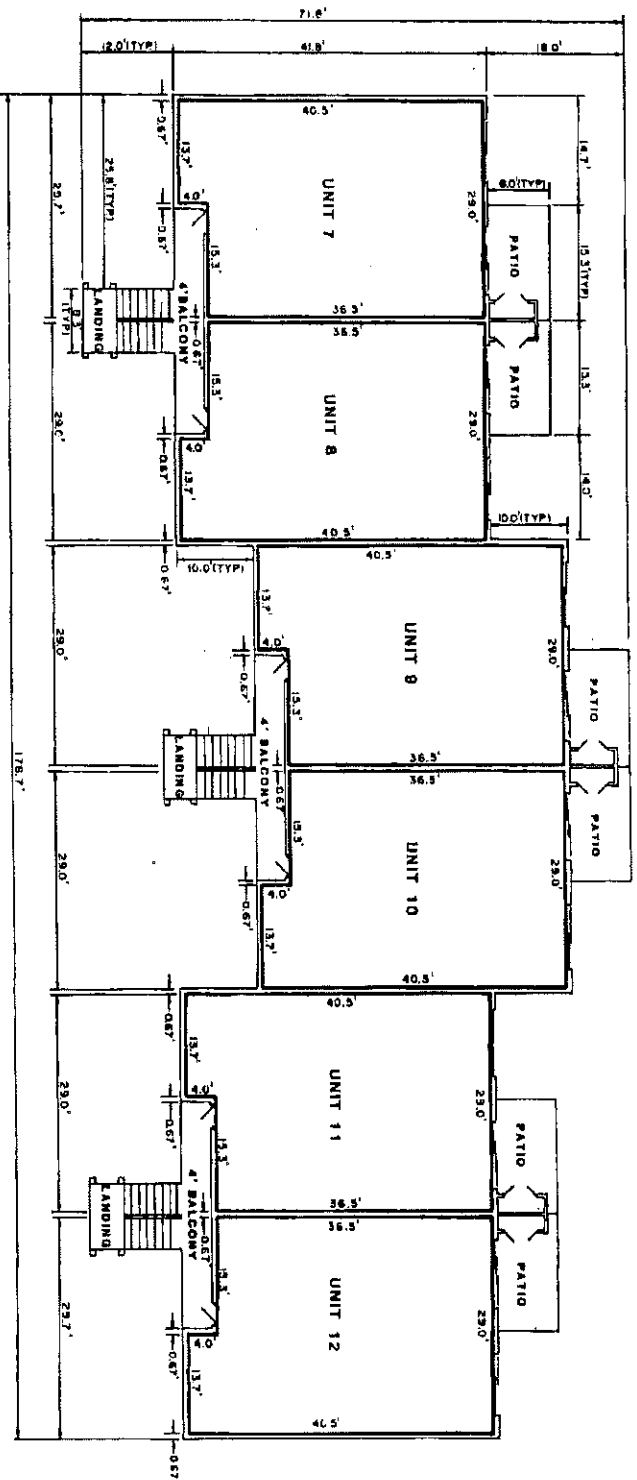


SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK 7 PAGE 244  
 O.R. BOOK 7582 PAGE 130  
 SHEET 10 OF 12

Howard F. Davis & Associates, Inc.  
 Consulting Engineers and Surveyors  
 8041 W. BAYVIEW BLVD., SUITE 200  
 FORT MYERS, FLORIDA 33907

SEPTEMBER, 1981

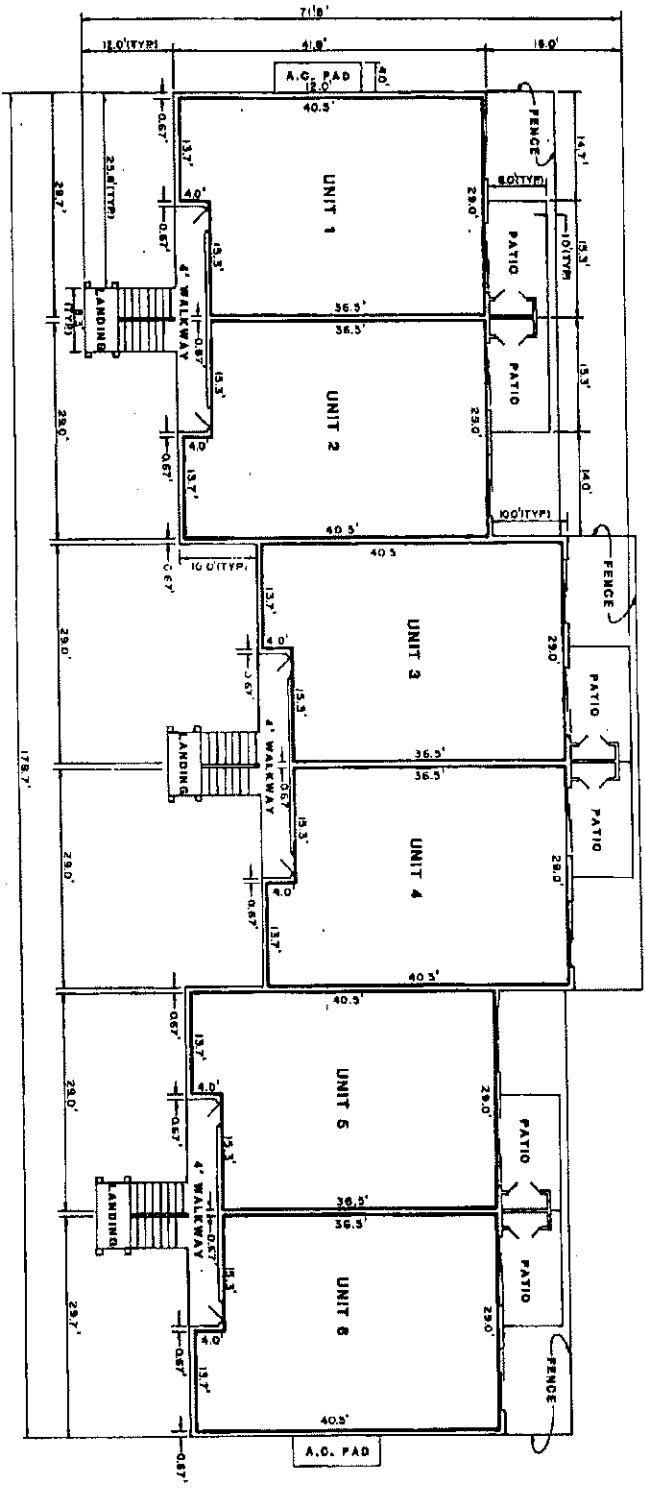


SECOND FLOOR - BLDG. 12000

SURVEYOR'S PLAT, EXHIBIT " " TO CONDOMINIUM DECLARATION OF  
**SAWMILL VILLAS**  
 A CONDOMINIUM  
 PARCEL IN SECTION 36, T-43S, R-24E, LEE COUNTY, FLORIDA.

CONDOMINIUM PLAT BOOK 7 PAGE 262  
 O.R. 800K 1572 794E 131  
 SHEET 11 OF 12

Howard F. Davis & Associates, Inc.  
 Consulting Engineers and Surveyors  
 6333 McGowan Blvd., (Rt. 1) Tallahassee, Florida 32309  
 SEPTEMBER, 1981



FIRST FLOOR - BLDG. 12000



0-00

**AMENDMENT OF FOXMOOR LAKES DECLARATION OF COVENANTS AND RESTRICTIONS AND SUBMISSION OF ADDITIONAL PROPERTY**

THIS DECLARATION AND AMENDMENT to the FOXMOOR LAKES ASSOCIATION, INC. DECLARATION OF COVENANTS AND RESTRICTIONS, filed in Official Records Book 1461 at Page 1395 Public Records of Lee County, as amended is made this 14th day of January, 1982, hereinafter referred to as Declaration by ROYAL HOMES, INC., a Florida corporation, authorized to do business in the State of Florida and hereinafter referred to as "Developer" or "Declarant".

**W I T N E S S E T H:**

WHEREAS, Declarant is owner of certain property designated on Exhibit "B" attached to the Declaration; and

WHEREAS, the general plan of development contemplates annexation and submission of portions of said Exhibit "B" to the Declaration; and

WHEREAS, the general plan of development contemplates various common properties for the collective use of all or some of the residents of FOXMOOR LAKES; and

WHEREAS, Declarant is creating SAWMILL VILLAS, a Condominium; and

WHEREAS, Declarant desires the Owners of SAWMILL VILLAS, a Condominium, to be entitled to use the Common Property of FOXMOOR LAKES and to pay their respective shares of the cost of maintenance, repair, replacement, and administration; and

WHEREAS, Declarant desires that the Common Elements of SAWMILL VILLAS, a Condominium, shall be used solely by the Unit Owners of SAWMILL VILLAS, a Condominium and the payment of the cost of maintenance, repair, replacement, and administration of said Common Elements shall be the sole responsibility of the Unit Owners of SAWMILL VILLAS, a Condominium, except for a bicycle and jogging path, a portion of which is located within SAWMILL VILLAS; and

WHEREAS, Declarant has retained the right to amend, alter, or change the Declaration of Covenants and Restrictions pursuant to Article III; and

NOW, THEREFORE, Declarant hereby amends the FOXMOOR LAKES ASSOCIATION, INC., DECLARATION OF COVENANTS AND RESTRICTIONS, and hereby annexes and declares that all of the property in Exhibit "1" attached hereto and incorporated herein is submitted to the Declaration as amended herein.

Section 1. The sole Common Property, located within SAWMILL VILLAS, a Condominium, described in Exhibit "1" is a bicycle and jogging path easement approximately four feet in width to be maintained by the Association, and said easement is subject to the collective use by the residents and owners and guests of FOXMOOR LAKES.

Section 2. The property described in Exhibit "1" is excluded and exempt from: Article 7, Article 8, Article 9, and Section 11 of Article 11 of the Declaration.

Section 3. Conflict. In the case of any conflict between this Amendment and the Declaration the Amendment shall control. In the case of any conflict between this Amendment and/or Declaration and the Declaration of Condominium for SAWMILL VILLAS described in Exhibit "1", the Declaration of Condominium shall control.

Section 4. All rights of control or to amend, modify, or change as specified in the Declaration are applicable to this Amendment.

RECORDED IN OFFICIAL RECORDS BOOK 1576 PAGE 714

IN WITNESS WHEREOF, ROYAL HOMES, INC. has caused these presents to be executed and the corporate seal affixed and attested this 14<sup>th</sup> day of January, 1981.

Signed, sealed, and delivered in the presence of:

ROYAL HOMES, INC.

Willard Moore Jr.

By: Stephen H. Brooks  
STEPHEN H. BROOKS, President

Robert Oldham

Attest: Harvey J. Zilkin

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared STEPHEN H. BROOKS as President of ROYAL HOMES, INC., who, after being duly cautioned and sworn under oath, deposed and said that he has read and executed on behalf of said Corporation, the foregoing Amendment of Foxmoor Lakes Declaration of Covenants and Restrictions and Submission of Additional property, for the purposes therein expressed having full authority to do so.

IN WITNESS WHEREOF, I have set my hand and official seal at the County and State named above, this 14<sup>th</sup> day of January, 1981.

Richard L. Montgomery  
Notary Public

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
BONDED UNDER GENERAL INS. UND.  
MY COMMISSION EXPIRES 12/31/85

✓ THIS INSTRUMENT PREPARED BY:  
BEVERLY E. MYERS  
GOLDBERG, RUBINSTEIN & BUCKLEY, P.A.  
POST OFFICE BOX 2366  
FORT MYERS, FLORIDA 33902

PHASE I - SAWMILL VILLAS, A CONDOMINIUM

DESCRIPTION: PHASE 1

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SECTION 36; THENCE S 89° 21' 53" E ALONG THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4) FOR 1329.09 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4); THENCE S 89° 19' 42" E ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SOUTHEAST ONE QUARTER (SE 1/4) FOR 334.55 FEET; THENCE N 00° 38' 06" E FOR 388.61 FEET; THENCE S 89° 21' 53" E FOR 53.05 FEET; THENCE N 00° 38' 07" E FOR 459.01 FEET; THENCE S 85° 59' 58" E FOR 30.93 FEET; THENCE N 04° 00' 02" E FOR 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING N 04° 00' 02" E FOR 35.00 FEET TO A POINT ON A SOUTH LINE OF A LAKE; THENCE S 79° 46' 40" E ALONG SAID LAKE FOR 53.73 FEET; THENCE N 84° 33' 48" E ALONG SAID LAKE FOR 48.24 FEET; THENCE N 54° 45' 02" E ALONG SAID LAKE FOR 24.41 FEET; THENCE N 23° 53' 46" W ALONG SAID LAKE FOR 80.14 FEET; THENCE N 17° 53' 37" W ALONG SAID LAKE FOR 65.95 FEET; THENCE N 03° 47' 04" E ALONG SAID LAKE FOR 35.10 FEET; THENCE N 05° 18' 02" E ALONG SAID LAKE FOR 35.22 FEET; THENCE N 45° 04' 47" W ALONG SAID LAKE FOR 26.76 FEET; THENCE N 74° 44' 58" W ALONG SAID LAKE FOR 39.02 FEET; THENCE N 04° 00' 02" E FOR 56.19 FEET; THENCE S 80° 39' 17" E FOR 280.00 FEET; THENCE N 09° 20' 43" E FOR 92.32 FEET; THENCE N 28° 21' 47" W FOR 25.25 FEET; THENCE N 56° 55' 11" W FOR 30.48 FEET TO A POINT ON A SOUTHERLY LINE OF A WETLANDS AREA; THENCE N 49° 57' 53" E ALONG SAID WETLANDS FOR 43.28 FEET; THENCE N 85° 15' 47" E ALONG SAID WETLANDS FOR 57.22 FEET; THENCE S 75° 08' 59" E ALONG SAID WETLANDS FOR 51.61 FEET; THENCE S 39° 54' 11" E ALONG SAID WETLANDS FOR 58.90 FEET; THENCE S 25° 59' 12" E ALONG SAID WETLANDS FOR 169.50 FEET; THENCE S 19° 15' 38" E ALONG SAID WETLANDS FOR 65.79 FEET; THENCE S 46° 03' 22" E ALONG SAID WETLANDS FOR 30.41 FEET; THENCE S 12° 07' 53" E ALONG SAID WETLANDS FOR 51.20 FEET; THENCE S 70° 46' 34" W FOR 119.06 FEET; THENCE S 39° 11' 17" W FOR 80.71 FEET; THENCE SOUTH FOR 15.82 FEET; THENCE S 39° 11' 17" W FOR 90.85 FEET; THENCE N 72° 24' 09" W FOR 230.19 FEET; THENCE N 85° 59' 58" W FOR 143.81 FEET TO THE POINT OF BEGINNING.

Exhibit I

CLERK OF CIRCUIT COURT  
JUN 22 4 22 PM '82  
RECORDED  
LEE COUNTY, FLORIDA  
RECORD VERIFIED

SAWMILL VILLAS - EXHIBIT "I" RECORDED DOCUMENTS  
FOR FOXMOOR LAKES ASSOCIATION INC.  
AND BUDGET

OFF REC 1582 PG 1898

The documents for Foxmoor Lakes Association, Inc. are recorded in Official Record Book 1461, Pages 1395 through 1503 of the Public Records of Lee County, Florida, and the Amendments to the Declaration are recorded in Official Record Book 1526, Pages 562 through 582 and Official Record Book 1527, Pages 1038 through 1103 of the Public Records of Lee County, Florida and Official Records Book 1534, Pages 2169 through 2172 of the Public Records of Lee County, Florida, and Exhibit "H" of this Declaration.

FIRST YEAR ESTIMATED OPERATING BUDGET  
 AND  
 ESTIMATED COMMON EXPENSES -- 64 UNITS PHASE I  
 64 UNITS PHASE III  
 FOXHOOR LAKES ASSOCIATION

COMMON EXPENSES	ANNUAL	MONTHLY FOR UNITS	MONTHLY PER UNIT
I. Administration of the Association: (taxes on the property; operating expenses; operating capital; annual fees to Division and Management fees.)	\$ 1,175.04	\$ 97.92	\$ 1.53
	3,072.00	256.00	4.00
II. Maintenance:			
A. Pool	-0-	-0-	-0-
B. Lawn	\$ 8,448.00	704.00	11.00
III. Reserve:			
A. Roof Replacement	1,536.00	128.00	2.00
B. Building Painting	768.00	64.00	1.00
C. Pavement Resurfacing	192.00	16.00	.25
D. Miscellaneous/General	384.00	32.00	.50
IV. Utilities:			
A. Electricity (Common areas-landscaping lighting, pool equipment sprinklers)	1,029.12	85.76	1.34
B. Water & Sewer (Common areas & all apartments)	N/A	N/A	N/A
C. Trash Removal	2,803.20	233.60	3.65
D. Extermination	115.20	9.60	.15
V. Rent for Recreational and Other Commonly Used Facilities:	(No Recreation Leases)		
VI. Insurance:			
A. Fire, Flood, and General Liability	6,389.76	532.48	8.32
VII. Assessments due for recreation facilities *	6,950.40	579.56	9.05
<b>TOTALS</b>	<b>\$ 32,862.72</b>	<b>\$2,738.56</b>	<b>\$42.79</b>

APPORTIONMENT OF COMMON EXPENSES IS SHARED EQUALLY BY ALL UNITS.

ESTIMATED MONTHLY FEE IS: \$43.00

The Developer and its agent have prepared this budget in good faith, however, all figures shown on this budget are estimated only, and the Developer cannot guarantee the accuracy of the amounts estimated.

ALLOCATION OF BUDGET AMONG UNITS

Units	Monthly Assessment	Annual Assessment
64	\$43.00	\$516.00

\*See recreational budget attached.

EXHIBIT "I"

FIRST YEAR ESTIMATED OPERATING BUDGET  
AND  
ESTIMATED COMMON EXPENSES - - 72 UNITS  
FOXMOOR LAKES - PHASE II

COMMON EXPENSES	ANNUAL	MONTHLY FOR UNITS	MONTHLY PER UNIT
I. Administration of the Association: (taxes on the property; operating expenses; operating capital; annual fees to Division and Management fees.)	\$ 1,321.92	\$ 110.16	\$ 1.53
	3,456.00	288.00	4.00
II. Maintenance:			
A. Pool	-0-	-0-	-0-
B. Lawn	9,504.00	792.00	11.00
III. Reserve:			
A. Roof Replacement	1,728.00	144.00	2.00
B. Building Painting	864.00	72.00	1.00
C. Pavement Resurfacing	216.00	18.00	.25
D. Miscellaneous/General	432.00	36.00	.50
IV. Utilities:			
A. Electricity (Common areas-landscaping lighting, pool equipment sprinklers)	1,157.76	96.48	1.34
B. Water & Sewer (Common areas & all apartments)	N/A	N/A	N/A
C. Trash Removal	3,153.60	262.80	3.65
D. Extermination	129.60	10.80	.15
V. Rent for Recreational and Other Commonly Used Facilities:	(NO RECREATION LEASES)		
VI. Insurance:			
A. Fire, Flood, and General Liability	7,188.48	599.04	8.32
VII. Assessments due for recreational facilities *	7,827.00	652.25	9.05
<b>TOTALS</b>	<b>\$ 35,970.56</b>	<b>\$3,080.88</b>	<b>\$ 42.79</b>

APPORTIONMENT OF COMMON EXPENSES IS SHARED EQUALLY BY ALL UNITS.

ESTIMATED MONTHLY FEE IS: \$43.00

The Developer and its agent have prepared this budget in good faith, however, all figures shown on this budget are estimated only, and the Developer cannot guarantee the accuracy of the amounts estimated.

ALLOCATION OF BUDGET AMONG UNITS

Units	Monthly Assessment	Annual Assessment
72	\$43.00	\$ 316.00

\*See recreational budget attached.

7-22-81

FOXMOOR LAKES ASSOCIATION

ESTIMATED BUDGET FOR RECREATION

FACILITIES 400 UNITS

	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>MONTH/UNIT</u>
POOLS (3)	\$4,500.00	\$ 375.00	\$ .94
ELECTRIC FOR POOLS	3,600.00	300.00	.75
TENNIS COURTS (2)	2,400.00	200.00	.50
CLUBHOUSE	7,200.00	600.00	1.50
ELECTRIC FOR CLUBHOUSE	3,600.00	300.00	.75
LAKE MAINTENANCE	5,200.00	433.00	1.08
TAXES	1,000.00	83.00	.21
WATER SUPPLY (POOLS & CLUBHOUSE)	5,400.00	450.00	1.13
INSURANCE (FIRE FLOOD GENERAL LIABILITY)	3,000.00	250.00	.62
ADMINISTRATION	6,336.00	528.00	1.32
TRASH REMOVAL	<u>1,200.00</u>	<u>100.00</u>	<u>.25</u>
	43,436.00	3,619.00	9.05

\*This budget is projected to be the estimated budget upon completion of the recreational facilities. Until the completion of the recreational facilities, this budget will be prorated.

EXHIBIT "I"

**ROETZEL ADDRESS**  
A LEGAL PROFESSIONAL ASSOCIATION

JOSEPH L. LAWSON  
CARL E. WESTMAN  
WALLACE W. WALKER, JR.  
ROBERT G. MENZIES  
JOHN CLAPPER, III  
STEPHEN E. THOMPSON  
KENNETH B. CLYLER  
RICHARD A. HEUERMAN\*  
ROY E. BAUGHNER II  
PAUL K. HEUERMAN  
G. CARSON McEACHERN  
JONATHAN D. FISHBANE  
MARK J. PRICE  
KAREN T. CONEY  
JENNIFER J. NAGOLEY  
STEVEN M. FALK  
RICHARD D. YOVANOVICH  
KATHLEEN W. McBRIDE  
NORMA B. VINCENT

\* LICENSED IN OHIO ONLY

850 PARK SHORE DRIVE  
TRIANON CENTRE, THIRD FLOOR  
NAPLES, FLORIDA 34103  
(941) 649-6200  
FAX (941) 261-3659  
Direct Dial No.: (941) 649-2718

August 4, 1997

COLUMBUS, OHIO  
(614) 463-9770  
CINCINNATI, OHIO  
(513) 361-0200  
CLEVELAND, OHIO  
(216) 623-0150  
AKRON, OHIO  
(330) 376-2700  
CANTON, OHIO  
(330) 455-2700  
INTERNET  
EMAIL [rmal@rlaw.com](mailto:rmal@rlaw.com)  
HOME PAGE <http://www.ralaw.com/council/>

Foxmoor Lakes Master Association, Inc.  
c/o Dick LaPosta, CAM  
Gulf Shores Property Management  
3526 Palm Beach Blvd.  
Ft. Myers, FL 33916

Re: Master Association, Inc. Road Maintenance Agreement

Dear Dick:

Enclosed please find for your files the original Agreement For Operation and Maintenance of Certain Commonly Used Streets recorded July 16, 1997 in O.R. Book 2845, Pages 2445 through 2460, inclusive, of the Public Records of Lee County, Florida

Very truly yours,

*Steven M. Falk / SMF*  
Steven M. Falk  
For the Firm

SMF/kaf  
Enclosure.  
30013-001

102907\_1.WP5

EXHIBIT 4



13.50  
Instrument prepared by and after recording please return to:

4204028

✓ Steven M. Falk, Esq.  
Roetzel & Andress, a  
Legal Professional Association  
850 Park Shore Drive  
Third Floor  
Naples, FL 34103  
(941) 649-6200

AGREEMENT FOR OPERATION AND MAINTENANCE OF  
CERTAIN COMMONLY USED STREETS

FOXMOOR LAKES

WHEREAS, Foxmoor Lakes Master Association, Inc. (hereinafter "Master Association") is the corporate entity which operates the community known as Foxmoor Lakes, as more particularly described in the Declaration of Covenants and Conditions for Foxmoor Lakes recorded at O.R. Book 1461, Pages 1395 et. seq. of the Lee County Public Records, as subsequently amended, and as further described in the Amended and Restated Declaration of Covenants and Restrictions for Foxmoor Lakes filed at O.R. Book 2367, Pages 0335 et. seq. of the Lee County Public Records ("Master Declaration"); and

WHEREAS, Foxmoor Lakes Homeowners Association is an unincorporated entity, consisting of the Executive Committee referenced in Article 4.19 of the Amended and Restated By-Laws for the Master Association; and

WHEREAS, the purpose of the Homeowners Association is to operate and maintain certain portions of Foxmoor Lakes, as more particularly described in the aforementioned Master Declaration; and

WHEREAS, Arbor Lake Condominium No. 1 Association, Inc. (Arbor Lake No. 1) is the corporate entity charged with the maintenance, management, and operation of Arbor Lake Condominium No. 1, as more particularly described in the Declaration of Condominium filed at O.R. Book 1704, Page 1495 et seq. of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Arbor Lake Condominium No. 2 Association, Inc. (Arbor Lake No. 2) is the corporate entity charged with the maintenance, management, and operation of Arbor Lake Condominium No. 2, as more particularly described in the Declaration of Condominium filed at O.R. Book 1765, Page 4673 et seq. of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Arbor Lake Condominium No. 3 Association, Inc. (Arbor Lake No. 3) is the corporate entity charged with the maintenance, management, and operation of Arbor Lake Condominium No. 3, as more particularly described in the Declaration of Condominium filed at O.R. Book 1850, Page 4114 of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Arbor Lake Condominium No. 4 Association, Inc. (Arbor Lake No. 4) is the corporate entity charged with the maintenance, management, and operation of Arbor Lake No. 4, as more particularly described in the Declaration of Condominium filed at O.R. Book 2437, Page 180 of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Arbor Lake Condominium No. 5 Association, Inc. (Arbor Lake No. 5) is the corporate entity charged with the maintenance, management, and operation of Arbor Lake Condominium No. 5, as more particularly described in the Declaration of Condominium filed at O.R. Book 2485, Page 893 of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Foxmoor Village Condominium Association, Inc. (Foxmoor Village Condominium) is the corporate entity charged with the maintenance, management, and operation of the Foxmoor Village Condominium, as more particularly described in the Declaration of Condominium filed at O.R. Book 1535, Page 751 et. seq. of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Sawmill Villas Condominium Association, Inc. (Sawmill Villas Condominium) is the corporate entity charged with the maintenance, management, and operation of the Sawmill Villas Condominium, as more particularly described in the Declaration of Condominium filed at O.R. Book 1582, Page 1783 et. seq. of the Lee County Public Records, and as subsequently amended; and

WHEREAS, Palm Lakes Condominium Association, Inc. (Palm Lakes Condominium) is the corporate entity charged with the maintenance, management, and operation of Palm Lakes Condominium, as more particularly described in the Declaration of Condominium filed at O.R. Book 2554, Page 1030 et. seq. of the Lee County Public Records, and as subsequently amended; and

WHEREAS, the following roads (streets) service Foxmoor Lakes:

1. Longleaf Drive (referred to in the Foxmoor - Master Site Plan attached hereto as Exhibit "1" as "Indian Creek Drive"); and
2. Longleaf Drive Extension (depicted in Exhibit "1" as the "Parking Area" west of buildings 30 through 32, but not including the parking spaces immediately south of buildings 30 through 32); and

3. Crystal Lake Drive, starting 150 feet from the center of Foxlake Drive to the end at Palm Lakes Condominium adjacent to Building 5. The following areas are excluded from, or included in this Agreement:

a) Excluded:

- i) "Parking" area north of Buildings 33 and 34;
- ii) "Existing Parking" area west of Buildings 40 through 44;
- iii) "Parking" area west of Building 9; and
- iv) "Existing Parking" area west of Buildings 1 through 4

b) Included:

- i) "Existing Parking" area north of Buildings 5 through 9, but excluding parking spaces; and

4. Foxlake Drive from the Paddle Wheel at Sawmill Lake (depicted as "Existing Lake" west of Building 10000) through Sawmill Village, Arbor Lakes No. 1 through No. 5 and Foxmoor Village; and

it is the intent of this Agreement that except as otherwise indicated above, this Agreement shall not relate to any parking areas or parking spaces located within Foxmoor Lakes, and any such areas which are not included within Master Association's responsibilities hereunder shall remain the responsibility of the Association in which such areas are located.

WHEREAS, the above-referenced roads/streets are hereinafter referred to as "Commonly Used Streets" and are generally depicted in Exhibit "1" hereto; and

WHEREAS, various portions of the Commonly Used Streets have been deeded to the Master Association, have been declared as common elements of one of the Condominiums operated by the signatories to this Agreement, or are ingress-egress easements benefitting Foxmoor Lakes; and

WHEREAS, the Master Association, the Homeowners Association, and the aforementioned Condominium Associations have agreed that common maintenance of various Commonly Used Streets is in the best interest of the overall Foxmoor Lakes Community.

NOW THEREFORE, in consideration of the foregoing premises, each of which is true and correct, it is agreed as follows:

1. The maintenance of the Commonly Used Streets, as depicted in Exhibit "1" shall be operated, and managed, by the Master Association as a common expense pursuant to the Master Declaration. The signatories to this Agreement, to the extent otherwise necessary, grant unto all other signatories to this Agreement (and their respective members, and their members' tenants, families, guests, and invitees) a non-exclusive perpetual easement for the purpose of use of the Commonly Used Streets as a means of vehicular ingress and egress to housing units located within the Foxmoor Lakes Project, and for all other purposes intended in connection with said Commonly Used Streets (including, but not limited to use of bicycle and jogging paths where applicable).
2. The annual budget adopted by the Master Association shall contain a reserve or operating line item, as determined by the Board (presently \$1.00 per unit per month) for maintenance of Commonly Used Streets. It is understood that the intent of this Agreement is to allow sufficient funds to accumulate prior to undertaking major repair of the roads. It is currently anticipated that substantial renovations will occur in approximately the year 2001. Prior to said substantial renovations, the Master Association will maintain the Commonly Used Streets in a condition similar to their condition as of the date of execution of this Agreement. It is understood that maintenance until substantial renovation will be "minor maintenance", such as patching of "potholes", except that "major maintenance" (including renovation) may be undertaken in the case of an emergency, which shall be determined in the sole discretion of the Board of Directors of the Master Association. It is agreed that the road maintenance reserve cannot be used for any other purpose than the maintenance of the aforementioned Commonly Used Streets.
3. Master Association shall be permitted to take such actions as are appropriate to dedicate the portion of roadway known as Crystal Lake Drive (starting 150 feet from the center of Foxlake Drive to the curbed circle area west of Buildings 33 and 34) to Lee County. All parties signatory to this Agreement, to the extent necessary, agree to cooperate in the execution of such additional documents as may be necessary to accomplish such dedication, and shall further provide all other cooperation that is necessary to accomplish this purpose.
4. In the event that modifications to Commonly Used Streets are requested by any of the Condominium Associations subject to this Agreement, or the Homeowner's Association, it is understood that same shall be subject

to the prior written approval of the Board of Directors of the Master Association and the owners of the road through which that portion of the road runs.

5. The Homeowner's Association and the Condominium Associations signatory to this Agreement may post regulatory signs within roadways that constitute common elements of said Condominium, or portions of the Foxmoor Lakes roadways servicing the "quads" or "single family homes".
6. This Agreement shall be binding on the parties, signatory hereto, their heirs, successors, and assigns, and on their respective members, members' tenants, families, guests and invitees.
7. This Agreement shall be recorded in the Lee County Public Records and is intended to constitute covenants running with all lands contained within Foxmoor Lakes.
8. Should any provision of this Agreement be deemed invalid or unlawful by a court of competent jurisdiction, the remaining clauses of the Agreement shall remain in full force and effect, to the extent lawful.
9. Should any signatory to this Agreement be required to enforce or defend any provision of this Agreement, the prevailing party in such action shall be entitled to recover all costs and attorney's fees reasonably expended, including such fees incurred before trial, at trial, and on appeal.

WITNESSES:

FOXMOOR LAKES MASTER  
ASSOCIATION, INC.

*[Signature]*  
Printed name: Richard LaPosta

By: *[Signature]*  
Gerald F. Brooks, President

Date: 5/14/97

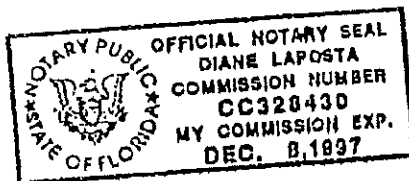
*[Signature]*  
Printed name: Keeri J. Gantt

STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was acknowledged before me this 14th  
day of May, 1997, by Gerald F. Brooks  
as President of Foxmoor Lakes Master Association, Inc., a Florida  
Corporation, on behalf of the corporation. He/She is personally  
known to me or has produced (type of identification) \_\_\_\_\_  
Passport as identification and did take an oath.

*[Signature]*  
Printed name: Diane LaPosta

My Commission Expires:



WITNESSES:

FOXMOOR LAKES HOMEOWNERS  
ASSOCIATION, INC.

[Signature]  
Printed name: Barbara LaPosta

By: [Signature]  
Gerald F. Brooks, President

Date: 5/14/97

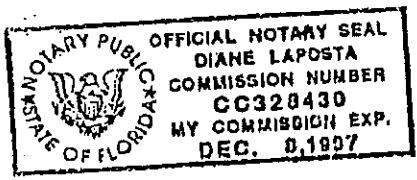
[Signature]  
Printed name: Kerri J. Gantt

STATE OF Florida )  
COUNTY OF Dee ) SS:

The foregoing instrument was acknowledged before me this 14th  
day of May, 1997, by Gerald F. Brooks  
as President of Foxmoor Lakes Homeowners Association, Inc., an  
unincorporated association, on behalf of the association. He/She  
is personally known to me or has produced (type of identification)  
Personally known as identification and did take  
an oath.

[Signature]  
Printed name: DIANE LAPOSTA

My Commission Expires:



WITNESSES:

Dawn Rash  
Printed name: Dawn Rash

Lynda Weinman  
Printed name: LYNDA WEINMAN

ARBOR LAKE CONDOMINIUM NO. 1  
ASSOCIATION, INC.

By: Harold Parker, President

Date: 5/14/97

STATE OF Illinois )  
COUNTY OF DeKalb ) SS:

The foregoing instrument was acknowledged before me this 14th  
day of May, 1997, by Harold Parker  
as President of Arbor Lake Condominium No. 1 Association, Inc., a  
Florida Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced (type of identification) \_\_\_\_\_  
as identification and did take an  
oath.

Kim Cattivera  
Printed name: Kim Cattivera

My Commission Expires:







WITNESSES:

ARBOR LAKE CONDOMINIUM NO. 3  
ASSOCIATION, INC.

Kathy Gray  
Printed name: Kathy Gray

By: Wayne K. Schwartz  
WAYNE K. SCHWARTZ, President

Date: 5-12-97

Sally Schaffer  
Printed name: Sally Schaffer

STATE OF Kentucky )  
COUNTY OF Butler ) SS:

The foregoing instrument was acknowledged before me this 12<sup>th</sup>  
day of May, 1997, by Wayne K. Schwartz  
as President of Arbor Lake Condominium No. 3 Association, Inc., a  
Florida Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced (type of identification) FLORIDA Dr. License  
as identification and did take an  
oath.

Mary H. Goins  
Printed name: \_\_\_\_\_

My Commission Expires:

Jan 29, 2000

MARY H. GOINS  
Notary Public, State at Large, Kentucky  
My Commission Expires Jan. 29, 2000

WITNESSES:

ARBOR LAKE CONDOMINIUM NO. 4  
ASSOCIATION, INC.

*Richard LaPosta*  
Printed name: Richard LaPosta

By *Thomas W. Brumley*  
Thomas W. Brumley President

Date: June 14, 1997

*Kerri J. Gantt*  
Printed name: Kerri J. Gantt

STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was acknowledged before me this 16th  
day of June, 1997, by THOMAS W. BRUMLEY  
as President of Arbor Lake Condominium No. 4 Association, Inc., a  
Florida Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced (type of identification) Personally Known  
as identification and did take an  
oath.

*Diane LaPosta*  
Printed name: DIANE LAPOSTA

My Commission Expires:





WITNESSES:

FOXMOOR VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

*Elena Allen*  
Printed name: ELENA ALLEN

By: *Ben Winter*  
FOXMOOR VILLAGE, President

Date: 6/5/97

*Lisa Buck*  
Printed name: LISA BUCK

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS:

The foregoing instrument was acknowledged before me this 5th  
day of JUNE, 1997, by BEN WINTER  
as President of Foxmoor Village Condominium Association, Inc., a  
Florida Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced (type of identification) MICHIGAN DRIVERS LICENSE  
as identification and did take an  
oath.

*Patricia Ollis*  
Printed name: PATRICIA OLLIS

My Commission Expires:

PATRICIA OLLIS  
NOTARY PUBLIC, OAKLAND COUNTY, MI  
ACTIVE  
MY COMMISSION EXP. 07/04/2000

WITNESSES:

[Signature]  
Printed name: DANIEL SWYDER

[Signature]  
Printed name: Cynthia Cappelto

SAWMILL VILLAS CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature]  
President

Date: 5/16/97

STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was acknowledged before me this 16  
day of May, 1997, by Jean A. Griffith  
as President of Sawmill Villas Condominium Association, Inc., a  
Florida Corporation, on behalf of the corporation. He/She is  
personally known to me or has produced (type of identification) KNOWN  
as identification and did take an  
oath.

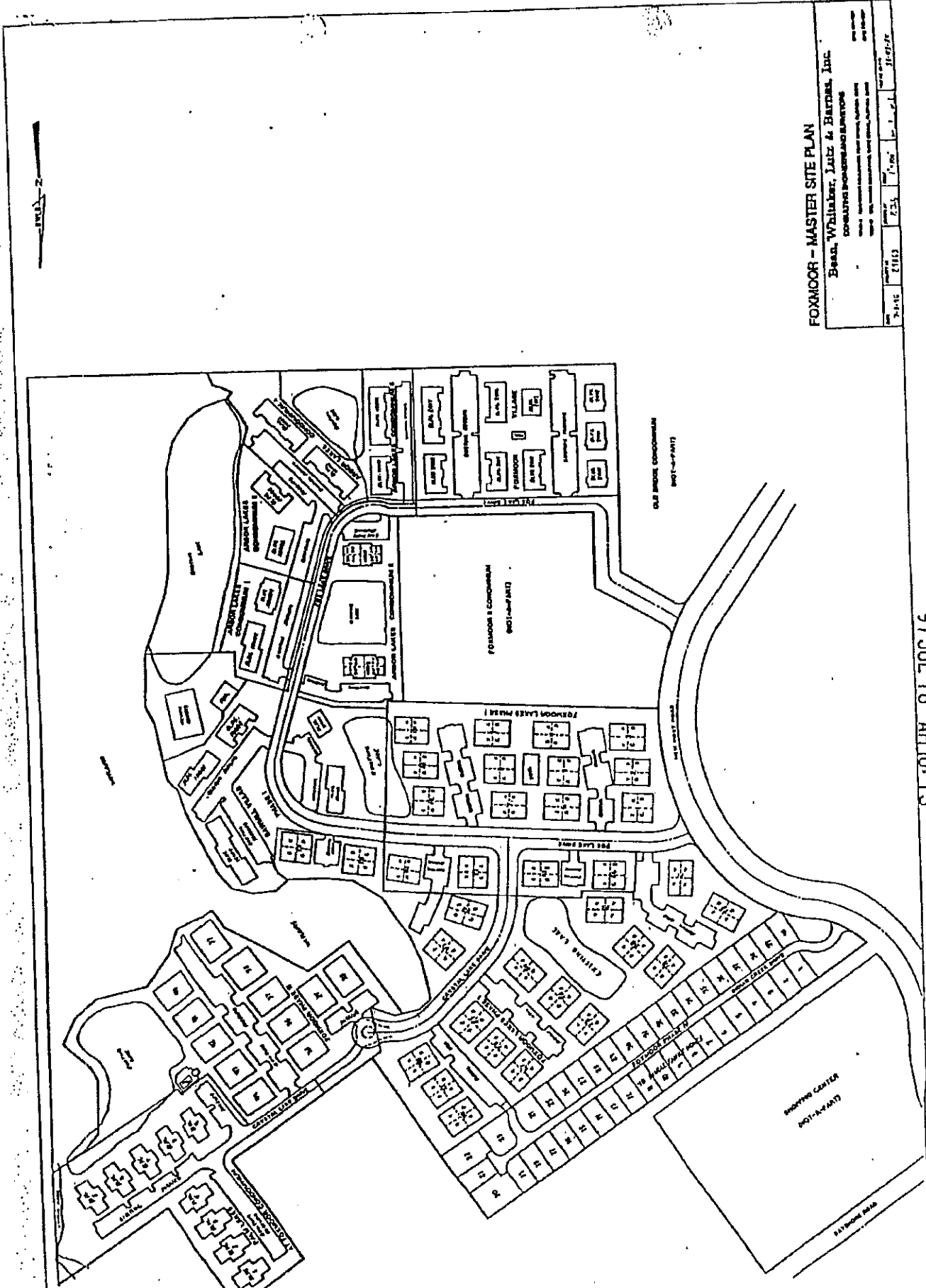
[Signature]  
Printed name: Cynthia Cappelto

My Commission Expires:  
12/12/98



CYNTHIA CAPPELLO  
My Commission CC425603  
Expires Dec. 12, 1998  
Bonded by HAI  
800-422-1555





**FOXMOOR - MASTER SITE PLAN**

Beard, Whitaker, Lutz & Harbans, Inc.  
 CONSULTING ENGINEERS AND ARCHITECTS  
 1000 W. 15th Street, Suite 1000  
 Denver, Colorado 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 Date: 5-14-94  
 Sheet No. 1 of 1



~~STRIKE THRU DENOTES DELETIONS~~  
UNDERLINING DENOTES ADDITIONS

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
SAWMILL VILLAS CONDOMINIUM ASSOCIATION, INC.

(Filed September 15, 1981)

We, the undersigned Directors of a nonprofit corporation under Chapter 607 of the Florida Statutes do hereby adopt the following Restated Articles of Incorporation for such corporation; said Restated Articles of Incorporation have been duly adopted by the Directors; said Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Corporation's Articles of Incorporation as theretofore amended, and that there is no discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

ARTICLE 1  
NAME

The name of the corporation shall be SAWMILL VILLAS CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association

ARTICLE 2  
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") as it exists on the date hereof for the operation of that certain Condominium located in Lee County, Florida, and known as SAWMILL VILLAS, A CONDOMINIUM (the "Condominium").

ARTICLE 3  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Lee County, Florida, unless herein provided to the contrary, or unless the context otherwise required.

ARTICLE 4  
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws, or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and as set forth in these Articles, the By-Laws, and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including but not limited to, the following:

EXHIBIT "4"

- (a) To make and collect Assessments and other charges against members as Unit Owners; and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property, ~~subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.~~

- (h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (~~who may be an affiliate of the Developer~~) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals; collection of Assessments; preparation of records; enforcement of rules; and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors, or Officers; and upon dissolution, all assets to the Association shall be transferred only to another non-profit corporation or a public agency.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws, and the Act.

5.1 Membership. The members of the Association shall consist of all of the record title Owners of Residential Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors, and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Residential Unit, which vote shall be exercised or cast in the manner provided by the declaration and By-Laws. Any person or entity owning more than one Residential Unit shall be entitled to one vote for each Residential Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6  
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7  
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Stephen H. Brooks	2110 Cleveland Avenue Fort Myers, Florida 33901
Carl A. Bieber	2110 Cleveland Avenue Fort Myers, Florida 33901
Henry S. Zalkin	2110 Cleveland Avenue Fort Myers, Florida 33901

ARTICLE 8 7  
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. ~~The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:~~

President:

Stephen H. Brooks	2110 Cleveland Avenue Fort Myers, Florida 33901
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Vice-President

Carl A. Bieber	2110 Cleveland Avenue Fort Myers, Florida 33901
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Secretary-Treasurer

Henry S. Zalkin	2110 Cleveland Avenue Fort Myers, Florida 33901
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ARTICLE 9 8  
DIRECTORS

9 8.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors., but not more than five (5). ~~Directors need not be members of the Association or residents of Units in the Condominium.~~

9 8.2 Duties and Powers All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9 8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws, subject to the provisions contained in Chapter 718.112(d)(1). Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9 8.4 Term of Developer's Directors. ~~The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office~~ Term of Directors. Directors shall hold office for the periods described in the By-Laws.

9.5 First Directors. ~~The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:~~

<u>NAME</u>	<u>ADDRESS</u>
Stephen H. Brooks	2110 Cleveland Avenue Fort Myers, Florida 33901
Carl A. Bieber	2110 Cleveland Avenue Fort Myers, Florida 33901
Henry S. Zalkin	2110 Cleveland Avenue Fort Myers, Florida 33901

ARTICLE 10 9  
INDEMNIFICATION

10.9.1. Indemnity. The Association shall indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending, or contemplated action, suit, proceeding (whether civil, criminal, administrative, or investigative) by reason of the fact

that he is or was a Director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (a) a court of competent jurisdiction determined, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful; and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

40 9.2 Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 40.9.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

40 9.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

40.9.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, shall continue as to a person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

40 9.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

~~40~~ 9.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article ~~10~~ 9 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE ~~11~~ 10  
BY-LAWS

The ~~first~~ By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE ~~12~~ 11  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

~~42~~ 11.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

~~42~~ 11.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board of Directors; or
- (b) ~~after control of the Association is turned over to Unit Owners other than the Developer,~~ by not less than ~~eighty percent (80%)~~ two-thirds (66.66%) of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or
- (c) By not less than one hundred percent (100%) of the entire Board of Directors.

~~42~~ 11.3 Limitation. No amendment shall make any changes in the qualifications for membership; nor in the voting rights or property rights of members; nor any changes in Sections 4.3, 4.4, or 4.5 of Article 4, entitled "Powers", without the

approval in writing of all members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration, or the By-Laws. ~~Nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.~~ No amendment to this paragraph 12.3 shall be effective.

~~12.4 The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.~~

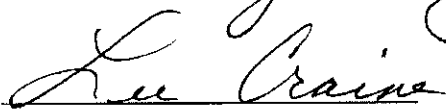
~~12.5~~ 11.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law; and a copy certified by the Secretary of State shall be recorded in the public records of Lee County, Florida.

ARTICLE 13  
INITIAL REGISTERED OFFICE; ADDRESS  
AND NAME OF REGISTERED AGENT

~~—The initial registered office of this Corporation shall be at 2110 Cleveland Avenue, Fort Myers, Florida 33901, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Stephen H. Brooks.~~

12. Binding Effect. This Amended and Restated Articles of Incorporation and any further Amendments shall be binding upon the Owners, their successors and assigns.

The foregoing were adopted as the Articles of Incorporation of the Association on this 28 day of January, 2010.



President, Lee Craine



~~STRIKE THRU DENOTES DELETIONS~~

UNDERLINING DENOTES ADDITIONS

AMENDED AND RESTATED

BY-LAWS OF

SAWMILL VILLAS CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized  
under the laws of the State of Florida

1. Identity. These are the By-Laws of SAWMILL VILLAS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Lee County, Florida, and known as SAWMILL VILLAS, A CONDOMINIUM (the "Condominium").
  - 4.1 Principal Office. The principal office of the Association shall be at 5608 ~~Foxlake Drive~~ 76 Pondella Road, Suite 201, North Fort Myers, Florida 33903, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
  - 4.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 4.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Corporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise required.
3. Members.
  - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the

meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. ~~Unless changed by the Board of Directors, the first annual meeting shall be held on the first Wednesday in the month of February following the year in which the Declaration is filed.~~

- 3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time, the place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail or electronic transmission to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by Affidavit. ~~and proof of mailing of the notice shall be given by retention of post office receipts.~~

Notice of specific meetings may be waived before or after the meeting. The attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence; either in person or by proxy, of persons entitled to cast in excess of ~~fifty~~ thirty percent ~~(50%)~~ (30%) of the votes of members in good standing. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws, or applicable rules and regulations, the votes of such members so suspended shall not be

counted for the purpose of determining the presence of a quorum; and the total number of Authorized votes shall be reduced accordingly during the period of such suspension.

### 3.5 Voting.

- (a) Number of Votes. Except as provided in paragraph 3.10 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the Condominium as contemplated in specific portions of the Declaration, in any meeting of members, the Owners of Residential Units shall be entitled to cast one vote for each Residential Unit owned.
  
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting, at which a quorum shall have been attained, shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles, or these By-Laws. As used in these By-Laws, the Articles, or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes of members and not a majority of the members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
  
- (c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner nor one of the joint Owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may

be revoked by any record Owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose; and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting and the total number of authorized votes in the Association shall be reduced accordingly for such subject only.
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

**3-6 Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described), and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit owners, but no person other than a designee of the Developer may hold more than five (5) proxies.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Proof Of Notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished Business
- (k) New Business; and
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3-9 Minutes of Meeting: The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3-10 Delinquent Owners. If any Assessments or portions thereof imposed against a Unit Owner remain unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3-11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than ~~nine (9)~~ five (5) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors need not be Unit Owners.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.

- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

#### 4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors. ~~provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.~~

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting. The conveyance of all Units owned by a Director in the Condominium ~~(other than appointees of the Developer or Directors who were not Unit Owners)~~ shall constitute the resignation of such Director.

~~(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.~~

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and

no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, ~~or telegraph,~~ or electronic transmission, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners; and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

4.7 Special Meetings. Special Meetings of the Directors may be called by the president and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or ~~telegraph~~ electronic transmission, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special Meetings of the Board of Directors shall be open to all Unit Owners; and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, or these By-Laws.



4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given is required hereunder. At any scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting.

4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business; and
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint and Executive Committee to consist of three (3) or more members of the Board of Directors. Such

Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees, appoint persons to such committees, and may invest in such committees such powers and responsibilities as the Board shall deem advisable.

~~4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer owns fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers, and one of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.~~

~~The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of the appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.~~

~~Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called, and the notice given by a Unit Owner if the Association fails to do so.~~

~~Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:~~

- ~~(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.~~
- ~~(b) A certified copy of the Articles of Incorporation of the Association.~~
- ~~(c) A copy of the By Laws of the Association.~~
- ~~(d) The minute books, including all minutes, and other books and records of the Association.~~
- ~~(e) Any rules and regulations which have been adopted.~~

- ~~(f) Resignations of resigning officers and Board members who were appointed by the Developer.~~
- ~~(g) An audit and accounting, which need not be certified, for all association funds performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with Section 718.504 (20)(c) Florida Statutes, and contributions. Such audit shall cover all periods required to be covered by applicable rules of the Division of Florida Land Sales and Condominiums. To the extent required by law, the Developer is required to bear all expenses of the Association and of the operation of the Condominium in excess of Assessments or payments collected or due from Unit Owners prior to the time the Developer relinquishes control.~~
- ~~(h) Association funds or the control thereof.~~
- ~~(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.~~
- ~~(j) A copy of the plans and specifications utilized in the construction or remodeling of improvements. Included will also be a copy of the plans for the construction and installation of all mechanical components servicing the Improvements and the Condominium. Such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and other Condominium Property.~~
- ~~(k) Insurance policies.~~
- ~~(l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.~~
- ~~(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or~~

~~issued within one (1) year prior to the date the Unit Owners take control of the Association.~~

~~(n) All written warranties of contractors, sub-contractors, suppliers, and manufacturers, if any, that are still effective.~~

~~(o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.~~

~~(p) Leases of the Common Elements and other Leases for which the Association is a part, if applicable.~~

~~(q) Employment contracts or service contracts in which the Association is one of the contracting parties; or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.~~

~~(r) All other contracts to which the Association is a party.~~

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles, or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Elements.

(b) Determining the expenses required for the operation of the Condominium and the Association.

(c) Collecting the Assessments for Common Expenses from Unit Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
- (g) Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired; and subleasing Units leased, by the Association or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring titles to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property.
- (l) Making repairs, additions, and improvements to or alterations of, the Condominium Property; and make repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- (o) Purchasing or leasing Units for use by resident manager and other similar persons.

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements or the acquisition of property; and granting mortgages on, and/or security interests in, Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$75,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium, pursuant to the authority contained in this sub-paragraph (p) is not repaid by the Association, a Unit Owner, who pays to the creditor such portion thereof as his interest in his Common Elements, bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. ~~provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.~~

(q) Contracting for the management and maintenance of the Condominium Property; and authorizing a management agent ~~(who may be an affiliate of the Developer)~~ to assist the Association in carrying out its power and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including but not limited, to the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common elements for

private parties and gatherings; and imposing reasonable charges for such private use.

- (s) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act; (ii) all powers incidental thereto; and (iii) all powers of a Florida corporation not for profit.
- (t) Suspending the right of any Unit Owner to vote and/or the right of using the recreation facilities of the Condominium as long as said Unit Owner is delinquent in the payment of Common expenses or is otherwise in violation of the Declaration or any exhibits thereto or applicable rules and regulations.
- (u) Imposing a lawful fee in connection with the approval of the transfer, lease, sale, or sub-lease of Units, not to exceed the maximum amount permitted by law in any one case.
- (v) Contracting with and creating or joining in the creation of special taxing districts, joint councils, and the like.

## 6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, A Vice-President, a Treasurer, and a Secretary (none of whom need be Directors); all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of an Association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other



powers and perform such other duties as are incident to the office of the Vice-President of an Association and as may be required by the Directors of the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

~~6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.16 hereof and by law.~~

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such. That provision, however, shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or Officer may resign his post at any time by written resignation delivered to the President or Secretary. Such resignation shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to

make it effective. ~~The conveyance of all Units owned by the Director or officer (other than appointees of the Developer or Officers who were not Unit Owners) shall constitute a written resignation of such Director or Officer.~~

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

- (a) Adoption by Board Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(2) of the Act, if applicable); determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium; and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance to the extent required by law. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expense shall be mailed to each Unit Owner not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, provided that the Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one-hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than fifty percent (50%) of all the Units. ~~(including Units owned by the Developer).~~
  - (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one-hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computations Assessments for improvements to the Condominium Property.
  - ~~(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not imposed Assessments for a year greater than one-hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer).~~
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget; which meeting shall be called and held in the manner provided for such special meetings in said subsection, or

propose a budget in writing to the members, and if such budget is adopted by the by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments; each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Assessments for Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessments in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the Exhibits attached hereto, as the same may be amended from time to time; which charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner, and fines and damages and other sums due from such Owner.

- 9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies, that cannot be paid from annual Assessments for Common Expenses, shall be due only after ten (10) days' notice is given to the Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association, from Assessments or contributions to working capital or otherwise, may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.
- 9.6 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the remaining installments of the Assessments upon notice to the Unit Owner; and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 9.7 Fidelity Bonds. Fidelity Bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, and the balance due. Written summaries of the

records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration, or as otherwise determined by the Board.

9.10 Notice of Meetings. Notices of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments

9.11 Limitation. ~~The Developer shall not be liable for the payment of any Assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities~~

~~engaged for the purpose of suing or making, preparing, or investigating possible claims against the Developer.~~

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners on record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting. No Owner shall be entitled to vote or to be counted for purposes of determining a quorum if delinquent in the payment of Assessments as elsewhere herein provided.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the declaration, the articles, or these By-Laws.
12. Amendments. Except as in the declaration provided otherwise, these By-Laws may be amended in the following manner:
  - ~~12.1~~ Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - ~~12.2~~ Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
    - (a) By not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board of Directors; or
    - (b) After control of the Association has been turned over to Unit Owners other than the developer by not less than ~~eighty percent (80%)~~ two-thirds – 66.66 of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) By not less than one hundred percent (100%) of the entire Board of Directors.

~~12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer of mortgagees of Units without the consent of said developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.~~

~~12.4 12.3 Execution and Recording. A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws; which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when certificate and a copy of the amendment is recorded in the Public Records of the County.~~

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend, or add to such rules and regulations. ~~except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer.~~ Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments, or additions. Copies of such modified, amended, or added rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. ~~At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.~~

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws or the intent of any provision thereof.



16. Binding Effect. This Amended and Restated By-Laws and any further Amendments shall be binding upon the Owners, their successors and assigns.

The foregoing were adopted as the By-Laws of the Association on this

28 day of January, 2010.

Lee Craine

President, Lee Craine

# **Sawmill Villas Condominium Association, Inc.**

## **Amended Rules & Regulations**

November 30, 2009  
January 15, 2015

These are the Amended and Restated Rules and Regulations of Sawmill Villas Condominium Association as approved by the Board of Directors on November 19, 2009. These Rules and Regulations do not reflect the full responsibility of condominium ownership or residency. Refer to the Declaration of Condominium, Articles of Incorporation and Bylaws for complete information.

### **Introduction:**

It is the purpose of the Association to maintain safe, well-appointed and economically well-managed Common Elements and Improvements. It is believed that these rules will aid in this purpose. Your Board of Directors will welcome the assistance of all the Owners in the enforcement of these regulations.

### **1.Occupancy and Use**

- a) All units shall be used for residential purposes only.
- b) No more than two (2) permanent residents per bedroom in each unit are allowed.
- c) Owners who lease must provide their tenants with a copy of the rules and regulations and familiarize them with the Associations By-Laws. You, as the Owner, are responsible for the conduct and actions of your tenant.
- d) No person who leases or rents is permitted to sub-lease.
- e) A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit and by furnishing the Association with the name(s) and numbers of such firm or individual.
- f) When leaving for the season and/or vacation owners shall turn off main water valve and remove all objects from lanais.
- g) No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass. The use of solar film is acceptable.

- h) No objects may be kept, placed or maintained on balcony ledges. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung upon, or shaken from windows, doors or balconies or terraces.
- i) Toilets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the member responsible for the damage.
- j) No noxious or unusual odors shall be generated in such quantities that they permeate to other Units or the Common Elements and become annoyances or become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.
- k) No waterbeds are to be brought into second-floor Units for any reason whatsoever.
- l) **No exercise equipment of any nature is permitted in any 2<sup>nd</sup> floor unit.** *(Added by the Board of Directors following proper motion and vote at the Board of Directors meeting of January 15, 2015)*

## 2. Building and Grounds

- a) Help keep the outside of our buildings clean by voluntarily sweeping steps and sidewalks, and keeping webs from corners and ceilings in the immediate vicinity of your unit.
- b) Residents and guests only are permitted to fish in lakes. Small children under the age of 10 must be accompanied by an adult.
- c) No tobacco products shall be disposed of in any manner in the hallways, stairways, walkways, parking areas, lawns or any other common areas of the Condominium.
- d) No Unit Owner, tenant, guest or invitee shall permit the washer, dryer, or stove to be in use while away from the Unit.
- e) The sidewalks, entrances, passages, patios, courts, stairways, vestibules, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, carriages, chairs, tables, tools, toys or any other similar objects be stored therein.
- f) The personal property of Unit Owners must be stored in their respective units. Bicycles in good working order may be stored under stairwells as no other area has been provided. However, they must be clearly labeled with both name and address of owner and may not be chained to stairwell. Any bicycle which is not labeled and is non-operable will be tagged and the owner will be given 30 days in which to comply. Failure to comply will result in the bicycle being disposed of.
- g) No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except such as are normally used in small electric barbecues. The use of gas grills for cooking is restricted to 15 feet from the Building.

- h) Members shall be liable for all damages to the Building caused by receiving deliveries or moving or removing furniture or other articles, to or from the Building.
- i) Members are not permitted on the roof for any purpose.
- j) There shall be no solicitation by any person anywhere in the Building for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.
- k) For access to the Clubhouse, please contact the Management Office.

### **3. Flooring**

- a) Unless expressly permitted in writing by the Association, the flooring of all units above the first floor shall be carpeted except the bathrooms, kitchen, lanai, entry and hallway up to but not through the dining room.
- b) All carpets shall be at least medium heavy carpet and pad of at least sixteen (16) ounce yarn per square yard of carpet and fifty (50) ounce of rubber padding per square yard.
- c) Balcony floors may not be painted and shall be covered with carpeting or tile; otherwise, standard exterior colors shall not be altered.

### **4. General Provisions**

- a) No electronic installation may be permitted in any Unit which interferes with the electronic reception of another Unit.
- b) No exterior antennae shall be permitted on the Condominium Property or improvements thereon, provided that the Association shall have the right (but not the obligation) to install and maintain community antennae and radio and television lines and temporary communications systems.
- c) With the exception of holiday decorations, no sign, advertisement, notice or other lettering shall be displayed, painted or affixed in, on, or upon any part of the Condominium Property. Post card size "For Sale" or "For Rent" signs may be posted on the designated bulletin board for use by Sawmill residents only. All signs on bulletin board must be dated and will be removed after 60 days. Additionally, no awning, canopy or shutter shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the building or on the Condominium Elements.
- d) Feeding of wild animals, reptiles and birds on the condominium property is strictly prohibited.

### **5. Noise**

- a) No Unit Owner, nor his family, employees or visitors shall make or permit any disturbing noises in the building nor permit any conduct by such persons that will interfere with the

rights, comforts or conveniences of other Unit Owners, particularly between the hours of 10:00 p.m. and 8:00 a.m.

## 6. Parking Areas and Vehicles

- a) Except as set forth below, only conventional passenger vehicles may be parked in any parking area and only if the vehicle has a valid license tag and parking decal issued by the Association. A maximum of two parking decals per unit will be issued by the Association. Additionally, short-term "guest passes" will be provided by the Management office. A "conventional passenger vehicle" shall be limited to those vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, non-commercial pickup trucks, station wagons, SUVs or minivans which do not exceed 18' in length, and providing that they are in condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their bumper height, off-road tires, roll bars and the like.
- a) All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols, or materials affixed thereto, unless covered with a magnetic or other covering as approved by the Board), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger). Vans exceeding 18' in length, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles other than the afore described conventional passenger automobiles shall be prohibited from parking in any area.
- b) Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, tucks, commercial and recreation vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded; (3) motor homes and other recreational vehicles may temporarily park their vehicle with the prior permission of the Association, but in no event more than three (3) days.
- c) All vehicles are to be pulled in, NOT backed in except for brief periods for loading or unloading. No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of any owner shall be parked in such a manner as to impede or prevent access to another owner's parking space. The owners, their employees, visitors, and families will obey parking regulations which may be promulgated in the future for the safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the property for

more than 24 hours. In consideration of other Unit Owners, changing oil or repairing vehicles on the Condominium Property is prohibited. Car washing is allowed if vehicle is moved totally away from other vehicles. Each Unit Owner shall be responsible for the maintenance of his or her vehicle(s), as well as that of any tenant, guest or invitee in a manner as to prohibit damage to parking areas, walkways or carpeted hallways as a result of fluid leaks.

- d) Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing at Owner's expense.

## **7. Pets and Pet Owners Responsibilities**

- a) Owners are permitted to keep up to two (2) pets (cats and/or dogs), with a combined total weight of no more than forty (40) pounds, on the premises.
- b) Known aggressive breeds of dogs are strictly prohibited.
- c) Pets (cats and dogs) must be kept on a leash at all times while being walked.
- d) When walking your dog, you must pick up after it.
- e) All pets (cats and dogs) must be licensed and wear a collar displaying the license tag and current rabies shot tag.
- f) All unit owners pets must be fed inside the unit. Outside feeding is prohibited.
- g) If any pet constitutes a nuisance in the opinion of the Board of Directors, then the Owner or Occupant, upon written notice from the Board, shall remove the pet from the Condominium Property within 15 days.

## **8. Children**

- a) There shall be no restriction as to the minimum age of children who may live in or visit the condominium. However, children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the condominium Property to ensure they engage in no activities that interfere with the rights, comforts and conveniences of any unit owners.

## **9. Garbage**

- a) Trash is to be placed in the dumpster. All trash, except recyclables, must be placed in a plastic bag and tied securely before being placed in the dumpster. Recycle bins are in the dumpster area. You are required to recycle.

## **10. Pedestrians**

- a) Pedestrians always have the right of way on all walkways and sidewalks.

## **11. Keys**

- a) Every Unit Owner shall provide an additional Unit key to the Management Office. No Unit Owner shall alter any lock, nor install a new lock without notification to the Management office and furnishing the Association with a key. The Association has a statutory right of access in an emergency.

## **12. Weapons**

- a) No one shall shoot a gun, slingshot or other weapon on the Condominium property.
- b) No one shall throw rocks or other items at the buildings, birds, animals or persons.

## **Problems and Complaints**

Any Unit Owner or renter with a non-emergency problem should contact the Association Manager. Complaints should be submitted in writing to the Association Manager.

Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Pursuant to Section 5 (n) of the Association's By-Laws, as specified in Florida Statute 718.303 (3), failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, the authority to levy fines, to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply as stated in such documents. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.