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WHEREAS, the ST CLAIR GARDEN CONDOMINIUM ASSOCIATION, INC. a Florida not for profit corporation, for itself, its successors, grantees, and assigns, hereinafter referred to as the "Association".

Whereas, the association desires to replace the Declaration and exhibits, including the Bylaws, and the Rules and Regulations, thereto and.

Whereas, the Association has received the necessary approval of the unit owners by notification by United States mail or in person during 1999 for the purpose of replacing the Declaration and exhibits, including the By-laws, Rules and Regulations

This document supersedes and replaces the following documents: The condominium declaration recorded in Lee County, Florida in OR Book 1342, pages 1684 to 1730. Amendment number 1 recorded in OR Book 2217, pages 1120 to 1123. Amendment number 2 recorded in OR Book 2527, pages 1127 to 1132 and Amendment number 3 recorded in OR Book 2872 pages 1029 to 1030.

RECORDED BY
KAREN CARTWRIGHT, D.C.

STATEMENT OF FACTS:

St Clair Garden Condominium is a condominium which consists of one condominium building containing fourteen (14) units constructed on Part of Tract B, Waterway Estates Golf Park, as recorded in Plat Book 22, page 102, Public Records of Lee County, Florida. The total number of residential units in the development is fourteen (14) units.

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

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

B. Association. Association shall mean St Clair Garden Condominium Association, Inc. which shall be responsible for the operation of the condominium as may be otherwise herein provided.

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

D. Common Expense. Common expense means those expenses for which unit owners are liable to the Association, including but not limited to

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expenses of administration, maintenance and operation, repair and replacement of common elements and such other expenses as may be declared expenses either by this Declaration or by the management or the Association.

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

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

G. Unit Owner. Condominium unit owner shall be a condominium unit owner or residential unit owner of any kind or nature, and are collectively and severally referred to herein as apartment owner or condominium unit owner. All of said terms shall mean an owner of a condominium parcel or unit in fee simple or any other interest in real property recognized by law.

H. Condominium Documents. Condominium documents shall include this Declaration together with By-Laws attached hereto as Exhibit "A", Surveyor's Plat which is attached hereto as Exhibit "B" and herein referred to as Surveyors Plat, Rules and Regulations of St Clair Garden Condominium Association, Inc., which are attached hereto as Exhibit "C".

I. Limited Common Elements. The limited common elements shall include intangible personal property which are reserved for the use of a certain unit to the exclusion of other units.

1. STATEMENT OF CONDOMINIUM SUBMISSION. St Clair Associates, Inc. herewith submits the following described property to condominium ownership in accordance with Florida Statutes, situate in Lee County, Florida, described as follows, to-wit:

All the land described in Exhibit "B" attached hereto and made a part hereof by reference.

2. CONDOMINIUM NAME. The name by which this condominium is to be identified shall be St Clair Garden Condominium, North Fort Myers, Florida.

3. UNIT IDENTIFICATION. The identification of each unit shall be by unit number within the Building, and the same shall be indicated in paragraph 7 hereof and on the Surveyor's Plat which is attached hereto as Exhibit "B" and a part of this condominium declaration by reference, and hereinafter called "Surveyor's Plat".

4. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land submitted herewith to condominium ownership and a plot plan thereof describing each unit, common elements and their relative location and the approximate dimensions of each unit are attached hereto as Exhibit "B" and referred to as Surveyor's Plat.

5. VOTING RIGHTS. The voting rights in the association of each owner of each unit in St Clair Garden Condominium, A Condominium, shall be a fraction of which shall be 14. Multiple owners of an apartment unit shall be entitled to only one vote and may not vote such vote on a split or fractional basis.

6. BY-LAWS. The by-laws of the association shall be the by-laws of the association which are attached hereto as Exhibit "A" and made a part of this declaration by reference. Said by-laws may be amended in the manner as may be provided in them.

7. CONDOMINIUM UNITS. Condominium units are those cubicles of space, and all improvements constructed or to be constructed therein, as are further identified and described in the Surveyor's Plat which is attached as an exhibit to this declaration. The vertical boundaries of each unit shall be the interior unfinished surface of the concrete block walls of such unit and the horizontal boundaries shall be the unfinished floors and unfinished ceiling of each unit. As to the vertical boundaries, all windows, doors, or other openings, the boundaries shall be the most exterior extrusion of the glass, screened area or door.

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

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

a. Common Elements. An undivided share of the common elements, such undivided share to be that portion set forth in the unit allotments reflected in Exhibit "D" attached hereto and made a part hereof by reference.

b. Automobile Parking Space. A parking space as assigned as a limited common element to the unit.

c. Easements. For the benefit of the unit.

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

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

Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time.

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

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

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

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

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

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8. MAINTENANCE RESPONSIBILITY. The owner of a unit shall have the responsibility to maintain, repair and replace all matters and things relating to the interior of the premises owned by him/her and shall keep said premises in such a manner as to cause no damage or nuisance to other unit owners in the building and shall specifically refrain from making any changes in appearance or otherwise to the exterior of the unit. The Association shall be responsible for the maintenance, repair and improvement of the common elements in the manner and method as may be herein set forth or as may be set forth by the By-Laws of the Association.

10. ASSESSMENT. Assessments against owners shall be made by the Board of Administration of the Association, and shall be assessed against the unit owners in the percentages reflected in Exhibit "D" attached hereto.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium apartment and of the common elements and the providing of utilities as may be designated shall be by the Condominium Association, who shall have by and through its officers and administrators, such powers, authority and responsibility as are vested in the officers and directors of a corporation not for profit under the Laws of the State of Florida, and provided for in the By-Laws which are attached hereto as Exhibit "A". The Association shall have authority to enter into management agreements through its officers. The election of members of the Board of Directors shall be by vote at a meeting called for the purpose of electing members to the Board of Directors or during an annual meeting. The Association shall call, and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

12. INSURANCE. Insurance upon the common elements and the entire condominium improvements including but not limited to buildings and to the cabana areas and all recreational areas, exclusive of tangible personal property of unit owners or improvements placed within the condominium units by the owners thereof, including fire, wind, and extended coverage, shall be maintained by the Association. Said insurance shall be purchased for the benefit of the unit owners and their respective mortgagees, grantees, assignees and others claiming interest, as their interest may appear. The Association shall maintain public liability insurance as the same relates to the common elements in an amount not less than Fifty Thousand (\$50,000.00) Dollars property damage, Five Hundred Thousand (\$500,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per accident. The responsibility for maintaining insurance for personal property and personal liability, public liability as the same relates to the interior of the respective apartments, shall be that of the unit owner. In the event of loss by fire or other casualty, covering property other than that which the individual apartment or unit owner is responsible for, the proceeds of any such insurance shall be deposited in the then financial institution used by the Association for conducting the day to day business as Insurance Trustee, or such other Bank or Trustee as may be designated by the Association. In the event of partial destruction of the common elements of improvements insured by the Association, the premises shall be reconstructed or repaired, unless the members of the Association shall, at a meeting called for such purpose, determine that such reconstruction shall not be completed and the action shall be approved by all financing institution mortgage or lienholders holding

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

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association then the special assessments provided for shall be collected herein and paid to the Insurance Trustee, or otherwise have secured such excess funds, before letting of repair or reconstruction contracts, except in the event such repairs must be commenced in order to prevent further damage to the condominium property. If at any time prior to, during the reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged apartments, and against all unit owners in the case of damage to common elements in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to apartments or units shall be in proportion to the unit owners share in the common elements and shall be payable to the Insurance Trustee for disbursement.

13. CONDOMINIUM ASSOCIATION. There is herewith established the St Clair Garden Condominium Association, Inc. which is incorporated as a corporation not for profit pursuant to the Laws of the State of Florida. The members shall be comprised of all unit owners and membership in the Association shall be established by recordation in the Public Records of Lee County, Florida, a deed in fee simple or other estate of ownership in land to the respective units. Upon such recordation, the membership of prior owners as to such unit shall be terminated. Management and control of the units and common elements shall be vested in the Association as provided by law and such authority and powers as granted to a corporation not for profit under the Laws of the State of Florida and such other powers as may be otherwise granted by law. The Association shall be governed by the By-Laws as are attached hereto and marked Exhibit "A" or as the same may be subsequently amended. The resident agent of the Association for service of process shall under normal circumstances be the then President of the Association, or another duly elected officer of the association.

14. USE AND LIMITATIONS UPON SALE AND OWNERSHIP OF UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:
a. Single Family Residence. Condominium units #1 through #14 shall be used for single family residence only. The common elements shall be used for the purpose of furnishing services and facilities as

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herein provided for the welfare and enjoyment of the residents. In addition, the provisions hereof may be enforced by any member of the Condominium Association or by any appropriate governmental entity

b. Nuisance. The condominium units shall not be used for any immoral, improper, or unlawful purpose and no use shall be allowed which will create a public or private nuisance. All property shall be kept in a neat and orderly manner.

c. LEASING OF UNITS. Leasing or renting of a unit by a unit owner is not prohibited. However the Association shall be informed of such lease or rental and provided the name/names of the leasee or rentee. However, no lease granted shall in any way vitate or lessen any part of this Declaration or any restriction upon use of the unit as herein established or as may hereafter be established. No unit may be leased or rented for a period of less than thirty (30) days and not more than three (3) times per year.

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

No apartment or unit owner may convey, sell, transfer, or give an apartment or unit owned by him, or lease the same, except as otherwise herein provided, without approval of the the Board of Directors of the Association. In the event the owner of a unit shall desire to sell, lease or make a gift of the apartment or unit owned by him, or any interest therein, he shall give written notice to the President, or in his absence, any director of the Association, or in their absence, the resident agent of the Association in writing, by United States mail, attaching thereto an executed copy of such proposed contract. Upon such notice, the Board of Directors of the Association shall, within thirty (30) days of such mailing, consider the request for transfer, at a meeting open to any member of the Association and at which time the owner proposing to make the transfer, herein provided shall have the opportunity to be heard. The Board of Directors, in making it's decision, shall consider among other things, but not limited to, the effect of such transfer on the overall welfare and enjoyment of the entire condominium apartments, or units, the effect of such transfer upon the value of the apartments or units in the condominium, and the effect that a refusal to grant such request will have upon the owner seeking the request for transfer. If the Board of Directors deems the proposed sale does not represent the fair market value of the property, at the election of the Board, the price to be paid shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the said association who shall base their determination upon an average of their appraisals of the unit. The expense of the arbitration shall be paid by the purchaser. The provisions of this paragraph relating to restrictions upon resale shall not apply to any insurance company, bank, Federal Savings and Loan Association or corporate mortgagee in the event of a sale to such mortgagee, sales by mortgagees after quieting title or at foreclosure sales. There is further excepted from the provisions of this paragraph any public sale at open bidding as may be provided by law.

16. METHOD OF AMENDMENT OF DECLARATION. This declaration may be amended any meeting called, provided each unit owner is informed of the fact and the information is provided to the unit owner at least fifteen (15) days prior to the date of such meeting. This information shall be in writing and either hand delivered to each owner or mailed by United States mail. The change may be requested at a meeting called for such change upon recommendation of the Board of Directors, or upon request of not less than 25% of the outstanding share interest in the condominium as it then shall exist. At such meeting so called, amendments may be made to the Declaration upon approval of 66-2/3 % of the members of the Association or 90 % of the voting shares of the Association present and voting at such meeting called for such purpose. Any such amendment so passed shall be evidenced by a certificate executed by the President or Vice President and the Secretary, and executed with the formalities of a deed and shall include the recording data identifying the original Declaration.

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

18. MISCELLANEOUS PROVISIONS.

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

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

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

d. No amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan, or recognized lending institution.

e. The liens herein referred to as to rental claims or maintenance assessments to particular units shall be specifically subordinate to the claim of any institutional mortgagee.

f. Anything herein to the contrary notwithstanding, the responsibility for maintenance, repair and replacement of any windows, doors, screens, plastic or other sliding aluminum panels, sliding glass doors, porches or verandas appurtenant to particular condominium units shall be that of the unit owner whether or not the same shall be located within the condominium unit except in those instances where such damage results from calamity covered by condominium association insurance. Moreover, recognizing the importance of continuity and the importance of uniform appearance, no amendment or alteration of any area of the exterior of the condominium unit or appurtenances thereto shall be made by the unit owner which is not in conformity with the general plan and color scheme of the buildings and without the consent of the Board of Directors.

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

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

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

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

k. All persons joining this Declaration subject their interest to the provisions of this declaration and the provisions of the Florida Condominium Laws as now existing of hereinafter amended.

l. Any mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure, may be excused from payment of any unpaid liens for common expenses unpaid by the mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage, provided that this shall not excuse such mortgage holder from payment of any such expenses during the period of his or her or its ownership of such unit.

m. No amendment to this Declaration to change the configuration or size of any condominium unit in any material fashion, or materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owners of the parcel share the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on such unit join in the execution of the amendment; provided that said owners of all other units shall not be required to approve such amendment.

n. Notwithstanding anything herein to the contrary, the unit owner shall be liable for all damage or expense incurred by unit owners or by the Association as a result of any act, instrument or other damaging force which emanates from the owner's unit.

IN WITNESS WHEREOF, ST. CLAIR GARDEN CONDOMINIUM ASSOCIATION, INC. has caused this condominium Declaration to be signed through the undersigned officer and has caused its corporate seal to be affixed and attested by its secretary.

_____ St Clair Garden Condominium Assn. Inc.

By *M. J. Wilkins*
President

Attest *A. Brock*
Secretary

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(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this 19 day of April
1999, before me personally appeared A Brock and
Alex J. Gillars, President and secretary respectively, of St Clair
Garden Condominium Association, Inc.. to me known to be the persons
described in and who executed the foregoing instrument and severally
acknowledged the execution thereof to be their free act and deed as such
officers, for the use and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act
and deed of said corporation.

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

(NOTARY'S SEAL)

Elaine C Cobb
Notary Public

My Commission Expires:



ELAINE C. COBB
COMMISSION # CC 724700
EXPIRES APR 23, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

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EXHIBIT "A"
BY-LAWS
OF
ST CLAIR GARDEN CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION.

SECTION 1: The name of this Association shall be St. Clair Garden Condominium Association, Inc.

SECTION 2: The principle office of the Association in this state shall be located in North Fort Myers, Florida.

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

ARTICLE II: MEMBERS OF THE ASSOCIATION.

SECTION 1: The members of the Association shall be any unit owner in St. Clair Garden Condominium, North Fort Myers, Florida.

SECTION 2: An annual meeting of the Association members shall be held within seven weeks of the end of the fiscal year (December 31) at a time and place to be determined by the Board of Directors. At such meeting the Association members shall elect new directors.

SECTION 3: Any special meeting of the Association to be held at a place designated by such notice thereof may be called at any time by the President, or in his absence, a Vice President, or a majority of the members. It shall be the duty of the President or Vice President to call such a meeting whenever so requested by the Association members constituting at least twenty-five percent (25%) of the voting membership.

SECTION 4: Notice of the time and place of the annual meeting and special meetings shall be mailed by United States mail by the secretary or hand delivered to each Association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fourteen (14) days before the date of such meeting, unless a unit owner shall waive notice of such meeting. Notice shall further be posted upon the property in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting.

SECTION 5: Special meetings of the Association members may be held at any time and any place within or outside the condominium property when voting shares constituting two-thirds (2/3rds) of the outstanding voting shares shall be present at such meeting, and shall sign a written consent thereto on the

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recording of the meeting. The acts of any such meeting shall be valid as if duly called and notified.

SECTION 6: At any meeting of the Association, an Association member shall be entitled to one vote and the weight of his, her or their vote shall be one vote per unit owned. Multiple owners of a unit shall have only one composite vote.

SECTION 7: Proxies are permitted, however, a proxy shall be only valid for the specific meeting for which originally given and any lawfully 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 is revocable at any time at the pleasure of the unit owner executing it.

SECTION 8: A quorum for the transaction of business at any Association meeting shall constitute the number of members representing a majority of the then outstanding voting shares, and the Association members present at any meeting with less than a quorum will adjourn the meeting to a future time.

Vote required to transact business: When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the declaration of condominium, or the by-laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

SECTION 9: The Association members shall have the powers, by a majority vote, at such meeting to remove any members of the Board of Directors from office. Candidates for membership on the Board may be nominated from the floor.

SECTION 10: Minutes of Meetings. Minutes of all meetings of the unit owners or the Board of Directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times. Minutes of the Association shall be retained for a period of not less than seven (7) years.

ARTICLE III ADMINISTRATION AND
MANAGEMENT OF CONDOMINIUM BOARD OF
DIRECTORS:

SECTION 1: The administration and management of the condominium property as the same relates to the common elements and the providing of utilities as may be designated shall be vested in the condominium Association and through the Board of Directors and its officers. All directors shall have a fiduciary relationship to the unit owners. The Association shall maintain an assessment roll and shall maintain such accounts and records as are

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necessary and prudent in accordance with good business standards. The Association through its directors shall have the same power, authorities, and responsibilities, as are vested in the officers and directors of a corporation not for profit under the laws of the State of Florida. The directors in the performance of their duties, shall cause to be maintained a record of all receipts and expenditures. A roster will be maintained of all unit owners reflecting the name and address of the unit owner. Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of the declaration, the documents creating the association, and the association by-laws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

- (a) The association.
- (b) A unit owner.
- (c) Any director who willfully and knowingly fails to comply with these provisions.
- (d) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action is entitled to recover reasonable attorney's fees.

SECTION 2: The business, property of the Association, the common elements, and all assessments and generally the management and control of the Association and property owned by it shall be conducted and managed by the Board of Directors of not less than three (3) nor more than five (5) members, who shall be elected by the Association members.

SECTION 3: An annual meeting of the Board of Directors may be held in the principal office of the Association immediately after the adjournment of the annual meeting.

SECTION 4: The Board of Directors shall serve without compensation.

SECTION 5: Vacancies on the Board of Directors may be filled by the remaining members of the Board at any meeting, except that the president cannot be secretary/treasurer.

SECTION 6: At each annual meeting of the Association, the Secretary/Treasurer thereof shall submit a report to the members of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

SECTION 7: Members of the Board of Directors shall be elected for a term of two (2) years, and any member of said Board may be re-elected for additional terms

SECTION 8: In addition to the foregoing powers and authority, the directors shall have the power and duty to make and

collect assessments against members of the Association to defray the costs of maintaining the condominium, to maintain, repair, and replace condominium property, to make and amend regulations respecting the use of the property of the condominium.

SECTION 9: The Board of Directors shall deposit the funds of the Association in such bank or banks as they may from time to time direct, and withdrawals of such funds shall be by such person or persons as the Board may direct.

SECTION 10: The Board of Directors may make such amendment to the rules and regulations governing use of the condominium property as they may deem proper upon approval of a majority of all unit owners.

SECTION 11: The Board of Directors may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association.

SECTION 12: A copy of the proposed annual budget of common expenses shall be mailed or hand delivered to each unit owner not less than fourteen (14) days prior to the meeting at which the budget shall be adopted. The budget may be adopted by the Board of Directors provided, however, that the unit owners shall be given written notice of the time and place at which such meeting of the Board shall be held to consider the budget and such meeting shall be open to all unit owners. Any budget adopted by the Board of Directors which requires assessments against the individual unit owners in any fiscal year exceeding 115% of such assessments for the preceding year shall, upon written application of 25% of the unit owners, be brought before a special meeting of the unit owners for ratification or revision of said budget. Said meeting shall be held upon not less than ten (10) days written notice to each unit owner but, in any event, within thirty (30) days of the delivery of such request by 25% or more of the unit owners.

ARTICLE IV: DIRECTORS.

SECTION I: The Board of Directors shall consist of a President, a Vice-President, and a Secretary/ Treasurer.

SECTION II: The President, or in his/her absence, the Vice-President of the Association shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and in his/her absence, these duties shall be performed by the Vice-President.

SECTION III: The Secretary/Treasurer shall issue all notices of meetings of the Board of Directors and Association meetings and shall attend and keep the minutes of the same. He/she shall have charge of the Association records and papers and shall perform all other duties normally incident to such office. In

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the absence of the Secretary/Treasurer his/her duties may be performed by another member of the Board

SECTION 4: The Secretary/Treasurer shall have custody of the funds of the Association and shall keep regular books and accounts together with vouchers, receipts, records and other papers normally incident to such office. The Secretary/Treasurer shall also maintain an assessment roll with the names of the members of the Association. In the case of the absence or disability of the Secretary/Treasurer, the duties may be performed by another member of the Board.

SECTION 5: Each of the officers above described shall, in addition to the powers and duties conferred upon them herein, have all the powers, authorities, and responsibilities as are designated to officers of a corporation not for profit and the laws of the State of Florida.

ARTICLE V: MANNER OF COLLECTING COMMON EXPENSES FROM UNIT OWNERS:

SECTION 1: Assessments for common expense.

Assessments shall be due in four (4) equal consecutive quarterly installments on the first day of each quarter for the year for which the assessments are made, and in an amount not less than is required to provide funds in advance for payment of all anticipated current operating expenses and all unpaid operating expenses previously incurred. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments thereon shall be due upon each installment payment date until changed by a new assessment. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by unit owners entitled to cast at least 51% of the votes of the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal quarterly installments of the first day of each quarter thereafter during the year from which the assessment is made.

SECTION 2: Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the Assessments upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him/her by registered or certified mail, whichever shall first occur.

SECTION 3. Continued Default. In the event a unit owner is delinquent in payment of an assessment due for more than

twenty (20) days, said payment for assessment shall have a penalty of twenty-five dollars (\$25.00) added to the assessment. Subsequent interest shall be assessed as per FS 718. The Board of Directors shall file an action in the same manner and in the same form as if the association were a mortgage holder, to recover money judgment, as well as recover costs and reasonable attorney's fees. In addition, the Board of Directors may have such other actions or rights as the law may provide and grant for such default.

SECTION 4. Assessments for Emergencies: Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice and, upon approval, in writing of more than fifty percent (50%) of such unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association may require.

SECTION 5. Lien for Assessment Subordinate to Existing Mortgagees. In any foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such unit. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

SECTION 6. Notification of Mortgagee. Any unit owner who mortgages his/her unit shall notify the Association, providing the name and address of his/her mortgagee. The Association shall notify the Mortgagee of any unpaid assessments due from the owner of a unit.

SECTION 7 Payment of Assessments by Mortgage Holders and Excusal Therefrom. A mortgagee who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. Provided, however, that if any such mortgage holder shall acquire title as herein provided, then his/her successors or assigns shall not be responsible for the share of common expenses or assessments made by the Association pertaining to such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure unless such share is secured by a claim of lien for assessment that has been recorded prior to the recording of the foreclosed mortgage.

ARTICLE VI: ACCOUNTING AND AVAILABILITY OF RECORDS TO OWNERS

The Board of Directors of the Association shall maintain accounting records according to good accounting practices which shall be open to inspection by all unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. The Board of Directors shall be authorized to employ such bookkeepers or accountants as may be necessary to keep the appropriate records.

ARTICLE VII AMENDMENT OF BY-LAWS

The By-laws of the association may be amended by a vote of not less than two-thirds (2/3rds) of the then voting units of the Association at any annual or special meeting; provided, however that any such amendment shall not become effective unless the said amendment shall be set forth within or annexed to a duly recorded amendment to the declaration. No by-law shall be revised or amended by reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the by-law to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding and of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-law. See by-lawfor present text." Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

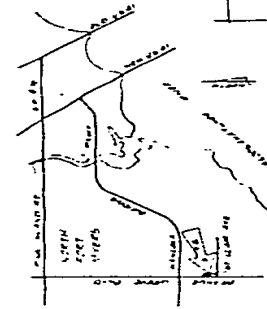
The Association has qualified for tax exempt status pursuant to the Tax Reform Act of 1976. To this end, the corporation is organized and operated to provide management, maintenance and care of Association property and the Association through its Board of Directors shall insure that at least 60% of its gross income shall consist of membership dues, fees and assessments and that 90% of the Association's annual expenditures shall be to acquire, construct, manage and maintain, care for or improve the Association property. No part of the Association's net earnings shall inure to any private shareholder or owner's benefit.

EXHIBIT "B"

ST. CLAIR GARDEN CONDOMINIUM

INK ENGINEERING, INC.
200 PROFESSIONAL PLACE
N. FORT MYERS, FLORIDA

DATE: FEB. 1979
JOB NO. 2827



LOCATION MAP

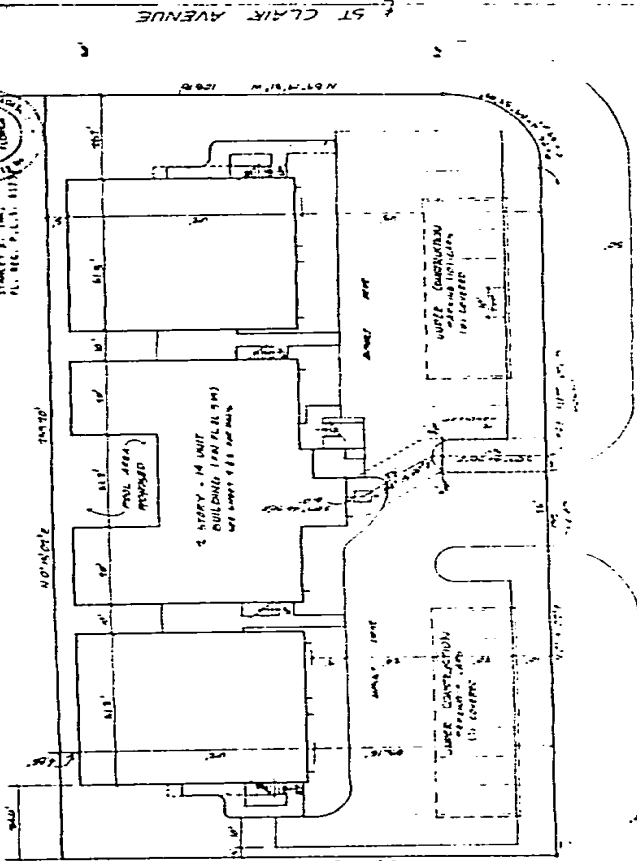
REVISIONS TO MODEL:
ADDITION OF 14 UNIT 3RD FLOOR UNIT, SUBJECT TO UTILITY INSTALLMENT TO USE COMMON ELECTRIC COOP. RATING AND OTHER REVISIONS OF RECORD.

FOR DESCRIPTION OF VERTICAL AND HORIZONTAL BOUNDARIES AND DISPOSITION OF COMMON ELEMENTS SEE THE CONDOMINIUM DECLARATION.

NOTIFICATION

I HAVE EXAMINED THE PLAT HEREIN AND CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED ARE SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION AND THE CONDOMINIUM DECLARATION, FULLY DEFINE THE CHARACTER, LOCATION AND DIMENSIONS OF THE IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED FROM THEM MATERIALS THE IDENTIFICATION, LOCATION AND THE DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT.

Edley H. Dill
PL. REG. P.A.C. 11, 5112
JAN. 1, 1979



WITH REFERENCE TO THE MODEL FROM THE WORKSHEET DATED IN THE RECORD BOOK NO. 2827, PAGE 157, SUBJECT TO THE UTILITY INSTALLMENT TO USE COMMON ELECTRIC COOP. RATING AND OTHER REVISIONS OF RECORD.

ORANGE GROVE BOULEVARD

083-185-961317

CONDOMINIUM PLAT BOOK PAGE SHEET NO 2 of 3

EXHIBIT "B"

ST. CLAIR GARDEN CONDOMINIUM

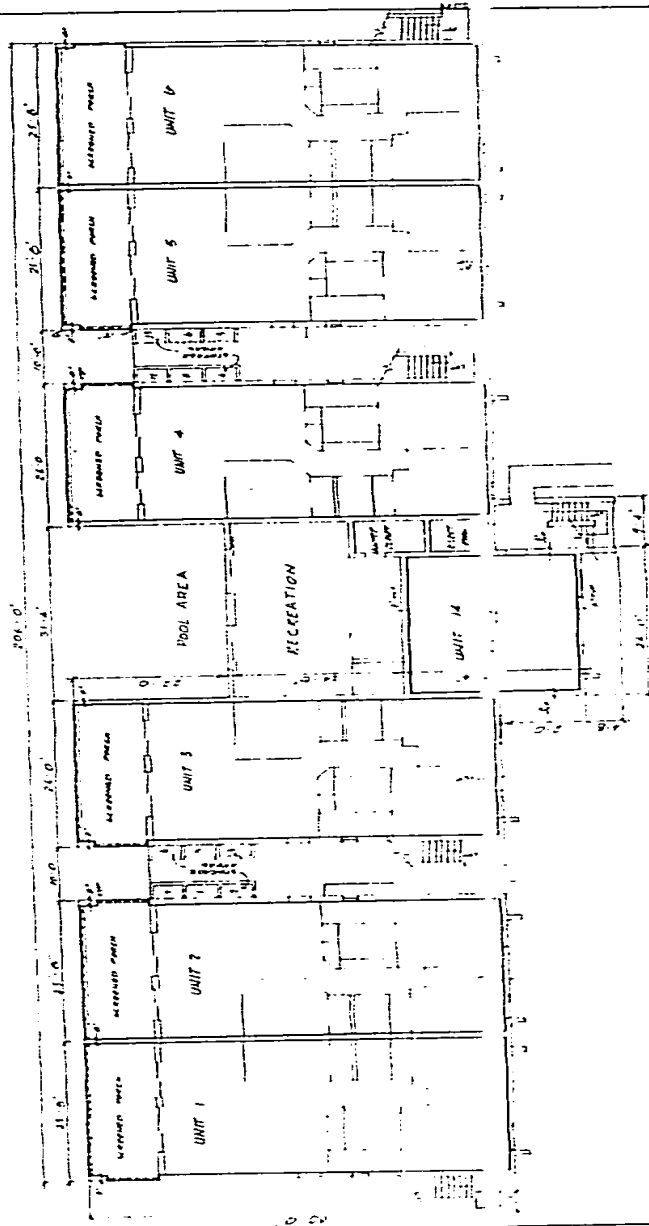
INK ENGINEERING, INC.
260 PROFESSIONAL PLACE
FORT MYERS, FLORIDA

DATE FEB. 1979
JOB NO. 2827

BOUNDARY ELEVATIONS

1. 10.11	1. 10.11
1. 10.11	1. 10.11
1. 10.11	1. 10.11

UNIT ELEVATIONS
 BASED UPON MEAN SEA LEVEL PER
 U.S.G.S. MAP NO. 11-540-1195
 AT HIGH TIDE. ELEVATIONS AT ANY
 OTHER TIME MAY VARY.
 UNITS 1 THROUGH 7 ARE
 PERMANENTLY OCCUPIED BY
 THE CITY OF FORT MYERS.



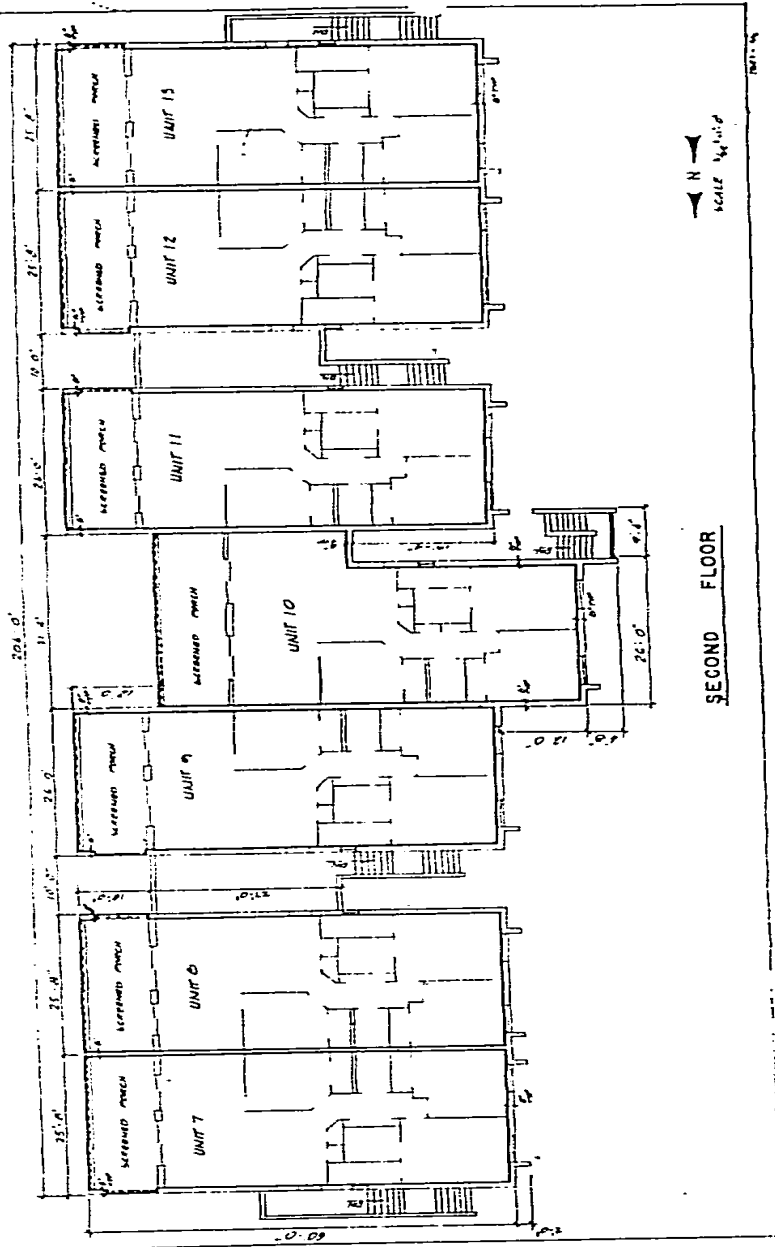
OR3105-P61318

FIRST FLOOR

ST. CLAIR GARDEN CONDOMINIUM

DATE FEB 1979
JOB NO 2827

INK ENGINEERING, INC.
260 PROFESSIONAL PLACE
N. FORT MYERS, FLORIDA



PR3105 P61319

NR3 | 05 PG | 320

EXHIBIT "C"
RESTRICTIONS UPON USE OF UNITS AND
RULES AND REGULATIONS FOR
ST. CLAIR GARDEN CONDOMINIUM

A Condominium

1. Automobiles and vans may be parked in the area provided for that purpose. Pickup trucks, with commercial advertising shall not be permitted to be parked in the condominium unless said pickup trucks are the unit owners only means of transportation and then only with the approval of the Board of Directors. Boats, boat trailers, trailers, campers, or commercial vehicles owned by unit owners or their guests shall not be permitted to park in the parking area for more than seventy-two (72) hours within a five (5) day period. Bicycles owned by unit owners shall be parked only in the area provided for that purpose as shall golf carts or others motorized vehicles.

2. Use of the recreational facilities of the common elements will be in such a manner as to respect the rights of other unit owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 11:00 P.M. and 8:00 A.M.

3. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the building.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside of the building nor shall any signs be permitted in any windows that may be seen from the outside of the unit without the prior written consent of the Board of Directors, except that a "for sale" sign may be displayed in a unit owners front and or back window.

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

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

7. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

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

9. The flooring of all units above the first floor shall be carpeted except for the bathrooms and kitchens and utility rooms. All carpets shall be medium heavy carpet and pad, of at least twenty-two (22) ounce yarn per square yard of carpet and appropriate padding.

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

OR3105 Pg 1321

11. No pets or animals shall be allowed to be kept on the premises for breeding purposes. Dogs, cats, and birds are permitted, but all animals must be kept on a leash when outdoors. No more than one pet shall be kept per unit with the exception of one bird and another pet. The maximum weight of any pet shall not exceed twenty (20) pounds.

12. No owner may make or permit any disturbing noises in the building whether made by himself/herself, his/her family, friends, servants or pets nor do or permit anything to be done by such persons or occupants. No owner may play or suffer to be played any musical instrument, phonograph, radio, or television set in his/her unit between the hours of 11:00 P.M. and the following 8:00 A. M. if the same shall disturb or annoy other occupants of the condominium.

13. There shall be no restriction as to the minimum age of children who may live in or visit St Clair Garden Condominium. It is well recognized, however, that children, particularly young children, may become a source of annoyance to adults, just as adults may become a source of annoyance to each other. For this reason the activities and behavior of all children upon the condominium property, shall be regulated by an adult, including physical supervision where necessary. Any member of the Board of Directors shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child remove him/her from any common area if the child's conduct is such that they believe this action is necessary. In no event shall children under the age of twelve (12) years be permitted in the pool area nor other common areas or waterways unless accompanied by an adult.

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

15. While motorcycles and motorbikes are not prohibited, the same shall be driven and ridden upon the roads, streets and paths in such manner as not to annoy other owners or damage or destroy the common areas.

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

17. The Association shall maintain a key to each unit for the purpose of entry in the event of an emergency. No unit owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Directors. In the event consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the premises.

18. No unit owner shall make repairs, remodel or alter his/her unit in any manner which will affect the appearance of the exterior of the building without the approval of the Board of Directors.

EXHIBIT "D"

UNIT ALLOTMENT OF THE PERCENTAGES OF OWNERSHIP
OF COMMON ELEMENTS AND SHARING OF COMMON
EXPENSES.

<u>UNIT NUMBER</u>	<u>PERCENTAGE</u>
1	7.14
2	7.14
3	7.14
4	7.14
5	7.14
6	7.14
7	7.14
8	7.14
9	7.14
10	7.14
11	7.14
12	7.14
13	7.14
14	<u>7.14</u>
	100%

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CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 APR 19 AM 11:20