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THIS INSTRUMENT PREPARED BY:
AND RETURN TO:
Ellen A. Goldman, Esquire
Porter, Wright, Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108

**DECLARATION OF CONDOMINIUM
OF
THE MANORS AT FOUNTAIN LAKES, A CONDOMINIUM**

MADE this 29th day of August, 2001 by B.B.I Development, Inc., a Florida corporation (the "Developer"), for itself and its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. THE LAND.

The Developer owns certain real property located in Lee County, Florida which is specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. SUBMISSION STATEMENT (CONDOMINIUM OWNERSHIP).

Developer hereby submits the Land described as Phase One in Exhibit A attached hereto, and all improvements constructed or to be constructed thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (the "Florida Condominium Act") as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines and other similar equipment, if any, owned by the utility furnishing services to the Condominium. The covenants and restrictions

contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any interest in the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

3. NAME AND ADDRESS OF CONDOMINIUM.

The name by which this Condominium shall be identified is THE MANORS AT FOUNTAIN LAKES, a Condominium (the "Condominium") and its address is Fountain Lakes Boulevard, Estero, Florida 33928.

4. DEFINITIONS.

The terms used in this Declaration and its exhibits shall have the meanings stated below and in the Condominium Act, unless the context requires otherwise.

4.1 Assessment. Assessment shall mean and refer to a share of the funds which are required for the payment of common expenses which from time to time is assessed against the units.

4.2 Association. Association shall mean and refer to THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Condominium, its successors and assigns.

4.3 Association Property. Association Property shall mean and refer to all property, real or personal, which is owned or leased by the Association for the use and benefit of the Unit Owners.

4.4 Board of Directors or Board. Board of Directors or Board shall mean and refer to the representative body that is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.5 Condominium Documents. Condominium Documents shall mean and include this Declaration and all recorded exhibits hereto, as amended from time to time.

4.6 Family or Single Family. Family or Single Family shall mean and refer to any one of the following: (a) one natural person; (b) two or more natural

persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others; and (c) two or more natural persons meeting the requirements of (b) above, except that there is among them one person who is not related to some or all of the others.

4.7 Fixtures. Fixtures shall mean and refer to those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include floor, wall or ceiling coverings.

4.8 Guest. Guest shall mean and refer to any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

4.9 Institutional Mortgagee. Institutional Mortgagee shall mean and refer to the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.10 Lease. Lease shall mean and refer to the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.11 Limited Common Elements. Limited Common Elements shall mean and refer to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.12 Master Articles. Master Articles shall mean and refer to the Articles of Incorporation of Fountain Lakes Community, Inc., a Florida non-profit corporation, as such instruments exist from time to time.

4.13 Master Association. Master Association shall mean and refer to Fountain Lakes Community Association, Inc., a Florida corporation not for profit, which is responsible for the ownership, control, management, maintenance and

operation of the common areas and open space and properties within the subdivision known as Fountain Lakes and improvements thereon, including without limitation the water management system, the preservation, wetland and other conservation areas, signage, structures, gazebos, sidewalks, parks and certain private roadways within said development located within the Property submitted to the Master Declaration, as set forth in the Master Declaration, and of which the Association shall be a member.

4.14 Master Association Expenses. shall mean and refer to the expenses of administration, maintenance and operation of the Master Association and the Master Association Property.

4.15 Master Association Property. shall mean and refer to those tracts of land, together with any improvements thereon, consisting generally of roads, green areas and pathways which are owned from time to time by the Master Association. Master Association Property shall also include non-owned land for which the Master Association has maintenance responsibilities. The Master Association shall also have maintenance responsibilities for any properties determined by the Board of Directors to be in the best in the best interest of the members to be maintained by the Master Association. Master Association Property shall also include any personal property acquired by the Association if said property is designated as Master Association Property by the Master Association.

4.16 Master Bylaws. Master Bylaws shall mean and refer to the Bylaws of the Master Association as such instruments exist from time to time.

4.17 Master Declaration. Master Declaration shall mean and refer to the Declaration of Protective Covenants and Restrictions for Fountain Lakes, and its recorded exhibits, recorded August 28, 1987, in O.R. Book 1938, Page 4601 of the Public Records of Lee County, Florida, and any and all amendments thereto, as the same shall be further supplemented or amended from time to time.

4.18 Master Documents. Master Documents shall mean and refer to the Master Declaration and all recorded exhibits thereto, as the same shall be supplemented or amended from time to time.

4.19 Occupy. Occupy, when used in connection with a Unit, shall mean and refer to the act of staying overnight in a Unit. Occupant shall mean and refer to a person who occupies a Unit.

4.20 Primary Institutional Mortgagee. Primary Institutional Mortgagee shall mean and refer to that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other

institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

4.21 Primary Occupant. Primary Occupant shall mean and refer to the natural person approved for occupancy when record title to a Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.22 Rules and Regulations. Rules and Regulations shall mean and refer to those rules and regulations promulgated by the Board of Directors governing the use of the Common Elements and the operation of the Association.

4.23 Unit Owner or Owner. Unit Owner or Owner shall mean and refer to the record Owner of legal title to a condominium parcel, except that for purposes of interpreting use and occupancy restrictions related to Units, in cases where a Primary Occupant has been designated for a Unit because of its ownership, the word Unit Owner or Owner refers to the Primary Occupant and not the record Owner.

4.24 Voting Interest. Voting Interest shall mean and refer to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. The Condominium will initially consist of eight (8) Units, so the total number of Voting Interests is eight (8). If all the subsequent phases are submitted to the Condominium, the total number of Voting Interests shall be thirty-two (32).

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

5.1 Survey and Plot Plans. Attached as Exhibit B to this Declaration and incorporated by reference herein, are the following: a survey of the Land being submitted to condominium ownership and plot plans, floor plans of the Units which graphically describe the improvements in which Units are located and which show all of the Units, their identification numbers, locations and approximate dimensions, and the Common Elements and Limited Common Elements. Exhibit B, together with this Declaration and its exhibits, is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and their relative locations and approximate dimensions.

5.2 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

- a. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimeter boundaries:
 1. Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.
 2. Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- b. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown in Exhibit B attached hereto, extended to their intersections with each other and with the upper and lower boundaries.
- c. Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a Unit.
- d. Apertures. Where there are openings in any boundary, including without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor are excluded from the Unit.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit B hereto shall control in determining the boundaries of a Unit, except the provisions of 5.2(d) above shall control over Exhibit B.

5.3 Unit Identification. Each Unit in the Condominium shall be identified by a number from 1 through and including 4 to signify the building wherein the Unit is located, and a three-digit number ranging from 101 through 204 inclusive, to identify the location of the Unit in the building, as depicted in Exhibit B to this Declaration.

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Shares of Ownership. The Condominium will initially consist of eight (8) Units. The Owner of each Unit shall also own a one-eighth (1/8) undivided

share in the Common Elements and Common Surplus. If and when subsequent phases are submitted to the Condominium, the share of ownership shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units in the Condominium at the time the determination is made.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

- a. An undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth in Section 6.1 above.
- b. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibits C and D, respectively, and incorporated herein by reference, and membership and voting rights in the Master Association, which shall be exercised subject to the provisions of the Master Declaration, and exhibits and amendments thereto.
- c. The non-exclusive right to use the Common Elements in accordance with the purposes for which they are intended.
- d. The non-exclusive right to use the property and facilities owned or leased by or the use of which has been dedicated or granted to the Master Association, in accordance with and for the purposes for which they are intended and subject to the Master Declaration and Rules and Regulations of the Master Association, as they may be supplemented or amended from time to time.
- e. The exclusive right to use the Limited Common Elements reserved for or granted herein to the Unit, including without limitation, lanais, courtyards and garages.
- f. 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. An easement in airspace which is vacated shall be terminated automatically.

- g. Other appurtenances as may be provided in this Declaration and recorded exhibits hereto, as they are supplemented or amended from time to time.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. A Unit Owner is entitled to exclusive use and possession of the Owner's Unit. A Unit Owner is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5.2 above. The Common Elements shall include, without limitation, the following:

- a. The Land.
- b. All portions of the buildings and other improvements which are not included within the Units, including all Limited Common Elements.
- c. Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other Units or the Common Elements.
- d. An easement of support in every portion of the Condominium Property which contributes to the support of a building.
- e. The fixtures and installations required for access and the furnishing of utility services to more than one Unit or to the Common Elements.
- f. The water management systems within the Condominium Property.

- g. All private roadways, parking spaces and designated open and buffer areas within the Condominium Property.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

- a. Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements in any portion of the Common Elements or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Common Elements or Association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.
- b. Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- c. Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees 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 or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus which is appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant are as described in this Declaration and its recorded exhibits. The following Common Elements are hereby designated as Limited Common Elements:

- a. **Garages.** There are designated in Exhibit B, thirty-two (32) garages for which exclusive use rights will be granted to the Unit to which they appertain. There are eight (8) garages in each of Phases One through Four. Said garages will be maintained by those entitled to exclusive use of the garages.
- b. **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a Unit which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by, and solely at the expense of the Owner of the Unit, except as otherwise provided in Section 11 herein.
- c. **Lanais.** Any lanai attached to and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. No lanai or balcony may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair,

replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening and sliding glass doors shall be the responsibility of the Unit Owner.

- d. Courtyards. Any courtyard attached to and serving exclusively the end Units of each first floor Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. No courtyard may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of the interior portions of the courtyard shall be the responsibility of the Unit Owner.
- e. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framings therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION.

The operation of the Condominium shall be by THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its function pursuant to the following provisions.

9.1 Articles of Incorporation. The Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit C, as they may be amended from time to time.

9.2 Bylaws. The Bylaws of the Association, a copy of which is attached hereto as Exhibit D, as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Florida Condominium Act.

9.4 Membership. The membership of the Association shall consist of the record Owners of legal title to the Units as is further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, without imitation, the maintenance, management and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own and hold, lease, mortgage, or convey them; said power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire title to property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 herein, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total Voting Interests.

9.10 Disposition of Property. Any Association Property, whether real, personal or mixed, may be sold, conveyed, leased or mortgaged, or otherwise encumbered or disposed of by the same authority having the authority to acquire same under Sections 9.8 and 9.9 above.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to individual Unit Owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

9.13 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Condominium Documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the Voting Interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- a. The collection of assessments;
- b. The collection of other charges which Owners are obligated to pay;
- c. The enforcement of the use and occupancy restrictions applicable to the Condominium;
- d. The enforcement of any restrictions on the sale, lease and other transfer of Units;

- e. In an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- f. Filing a compulsory counterclaim.

10. ASSESSMENTS AND LIENS.

The Association has the power to make, levy and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium, and for the operation of the Association. This power includes both regular assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a Common Expense. If the Board of Directors contracts for pest control within Units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a Common Expense.

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses equal to the Owner's share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 herein.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Unit. No Owner can withdraw or receive distribution of the Owner's share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, including by purchase at a foreclosure sale or by deed in

lieu of foreclosure, is liable for all assessments or installments thereon which come due during the Unit Owner's ownership. Multiple Owners are jointly and severally liable. Except as provided in Section 20.3 as to certain first mortgagees, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due prior to the transfer, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of the Owner's share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 10.12 herein as to the statutory guaranty, and as otherwise provided in Section 20.3 below as to certain first mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid thirty (30) days after the due date and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice,

postpaid. The notice may be given as part of the notice of intent to foreclose, as required by §718.116 of the Florida Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Condominium Parcel to secure payment of assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien acknowledged by an officer or authorized agent of the Association in the Public Records of Lee County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, and the amount and due dates of the delinquent assessments. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Florida Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except for any mortgages of record at the time of recording of this Declaration, and except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Certificate as to Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. The Developer guarantees that during the period commencing on the date of the recording of this Declaration of Condominium and ending at the time control of the Association is turned over to the Unit Owners other than Developer (the "Guarantee Period"), assessments against Units and Unit Owners for Common

Expenses of the Association for Phase 1 will not exceed \$832.00 per quarter (\$278.00 per month) during the calendar year 2000, \$957.00 per quarter (\$320.00 per month) for the calendar year 2001, and \$1,101.00 per quarter (\$368.00 per month) thereafter during the Guarantee Period. During the Guarantee Period, the Developer and all Units owned by the Developer shall be exempt from the payment of assessments for Common Expenses. Instead, the Developer shall be obligated to fund any deficit caused by the failure of assessments earned by the Association at the guaranteed level from Unit Owners other than the Developer to meet the Common Expenses incurred by the Association during the Guarantee Period, which Common Expenses shall not include reserves for that period of time said reserves are waived, if waived by the vote of the Developer and non-Developer Unit Owners. If reserves are not waived, the Common Expenses shall include reserves.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation, all electrical conduit, rough plumbing, and other installations located within a Unit but serving another Unit, or located outside of the Unit, for the furnishing of utilities to more than one Unit or the Common Elements, but does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage to a Unit or Limited Common Elements caused by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense.

The Association's responsibilities shall include the maintenance, repair and operation of the sewer laterals (lines from the buildings to the main sewer lines on the Condominium Property), and shall further include the maintenance, repair and operation of the surface water and storm water management areas and systems located within and servicing the Condominium Property, including without limitation, the water retention and drainage areas on the Condominium Property. The Association shall maintain and preserve all conservation, preservation and open

areas designated pursuant to county requirements and the site plan for the Condominium Property in a manner which will not diminish or destroy the use and enjoyment thereof.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at the Unit Owner's own expense, for all maintenance, repairs, and replacements within the Owner's Unit and certain Limited Common Elements, whether ordinary or extraordinary. The Owner's responsibilities include, without limitation, maintenance, repair and replacement of all doors within the Unit, the electrical, mechanical and plumbing fixtures and outlets (including connections), appliances, all portions of the heating and air conditioning equipment, carpeting and other floor coverings, door and window hardware and locks, other facilities or fixtures located or contained entirely within the unit or which serves only the Unit, and all interior partition walls which do not form part of the boundary of the Unit. However, any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner.

11.3 Other Unit Owner Responsibilities. The Unit Owner shall also have the following responsibilities:

- a. Where a Limited Common Element consists of a lanai or balcony area, the Unit Owner who has the right of exclusive use of said lanai or balcony area shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls, floors and ceilings within said area, all screens, any fixed and/or sliding glass doors in portions of the entrance way to said area, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.
- b. Each Unit Owner is responsible for all decorating within the Owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window coverings, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All Units above the ground floor shall at all times have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais and foyers. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior written approval of the Board of Directors.
- c. The coverings and appearance of windows and doors, whether by draperies, shades, or other materials visible from the exterior

of the Unit, shall be subject to the Rules and Regulations of the Association, and shall be white or off-white in color.

- d. If a Unit Owner makes any modifications, installations or additions to the Owner's Unit or the Common Elements, the Unit Owner shall be financially responsible for the maintenance, care, insurance and preservation of the modifications, installations or additions.

11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the Voting Interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total Voting Interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

11.5 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to the Owner's Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors reasonably determines that the proposed modifications or alterations would tend to adversely affect, or in any manner be detrimental to the Condominium, in whole or in part. The Board of Directors may revoke or rescind its approval of an alteration or modification previously given if it appears that the installation has had unanticipated material adverse effects on the Condominium as a whole or in part. If a Unit Owner makes any modifications, installations or additions to their unit or the Common Elements, the Unit Owner, and their successors in title shall be financially responsible for:

- a. The insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Elements resulting from such modifications, installations or additions;
- b. The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions; and

- c. The costs of removing and replacing or reinstalling such modifications, installations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Condominium Property for which the Association is responsible.

11.6 Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the Owner's contractor(s) is properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond performing these functions, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the Association Property costing more than \$10,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the total Voting Interests. Alterations or additions costing less than this amount may be made with Board approval. Regardless of the cost, if work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or to provide for the health, safety or security of the residents also constitutes a material alteration or substantial addition to the Common Elements or Association Property, prior Unit Owner approval is not required.

11.8 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit so as to create a health or safety hazard to the Common Elements, other property, or other residents, and fails to maintain the Limited Common Elements appurtenant to the Unit as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.9 Negligence; Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by the Owner's act or negligence, or by that of any member of the Owner's family or guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain their Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

11.10 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the Association is not provided with a key to the Unit, the Owner shall pay all costs incurred by the Association in gaining entrance to the Owner's Unit, and also shall be responsible for any damage done to the Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to the Owner's Unit caused by the unavailability of a key.

11.11 Pest Control. The Association may supply pest control services for the inside of each Unit with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines

that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Owner's Unit or must employ a licensed pest control company to enter the Owner's Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's assessments.

11.12 Hurricane Shutters and Screen Doors. The Board of Directors shall adopt hurricane shutter and screen door specifications which shall comply with applicable building codes and may address color, style and other factors deemed relevant by the Board. The Board shall not refuse to approve the installation or replacement of hurricane shutters or screen doors by a Unit Owner if the installation conforms to the specifications approved by the Board.

Except where such installation is prohibited by the Florida Condominium Act, the Board may, in compliance with all applicable bidding and other provisions of the Florida Condominium Act, and upon approval by at least a majority of the total Voting Interests of the Condominium, install hurricane shutters, and may maintain, repair or replace such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units or Association Property. The Board may operate shutters installed pursuant to this provision without vote of the Unit Owners where such operation is necessary to preserve and protect the Condominium Property and Association Property.

The installation, replacement, operation, repair and maintenance of such hurricane shutters or screen doors in accordance with the procedures set forth in this provision and the Florida Condominium Act shall not be deemed a material alteration to the Common Elements or Association Property.

12. USE RESTRICTIONS.

The use of the Condominium Property shall be in accordance with the following provisions, as long as the Condominium is in existence:

12.1 Units. Each Unit shall be occupied by only one family at any time as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in the Owner's Unit, or from handling personal, business or professional telephone calls or written

correspondence in and from the Unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. If the Owner and the Owner's family who permanently reside with the Owner are absent from the Unit and are not occupying it, and the Unit has not been leased, the Owner may permit their Unit to be occupied by the Owner's guests only in accordance with the following:

- a. Any one person who is the parent or child of the Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the Owner for a period not to exceed thirty (30) days. That person's spouse and children, if any, may accompany that person. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one calendar year, with a maximum aggregate total occupancy of one hundred twenty (120) days.
- b. Guests not included within 12.2(a) are permitted for only one (1) family occupancy in the Unit Owner's absence and then only with the proviso that the family consist of no more than five (5) persons. Such guests may not stay in excess of thirty (30) days and the total number of occasions for this type of guest occupancy in any unit shall be limited to four (4) in any one calendar year.

12.3 Exceptions. Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the Owner, who may occupy the Unit together with the Unit Owner.

12.5 Minors. There is no restriction on the age of occupants of Units. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult, to insure that they do not become a source of annoyance to other residents.

12.6 Pets. The Owner of each Unit may keep not more than two (2) pets of a normal domesticated household type (such as a cat or dog) in the Unit. The pet must be leashed or carried at all times while anywhere on the Condominium Property outside of the Unit. Each pet owner shall be responsible for the immediate

removal and disposal of the pet's excrement. No pets are permitted in the recreation facility. Up to two (2) cats are permitted in leased Units. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted in the Unit (but not on lanais as to caged birds). The ability to keep a pet is a privilege, not a right, and the Board of Directors is empowered to restrict the keeping of such pet(s) and may order and enforce the removal of any such pet(s) which becomes a source of annoyance to other residents of the Condominium.

12.7 Nuisances. No Owner shall use a Unit, or permit a Unit to be used in any manner which is disturbing, detrimental or a nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws, the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.8 Signs. No person other than the Developer may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere on the Condominium Property without the prior approval of the Board.

12.9 Use of Common Elements. Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and walkways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking, cleaning of rugs or other household items, or for storage of personal property other than bicycles.

12.10 Motor Vehicles; Parking. No vehicle shall be parked on the Condominium Property except in a designated parking space or area. Commercial vehicles, except those which are temporarily parked on the Condominium Property for a limited business purpose, and those used by the Developer or its designees in connection with the construction, maintenance and marketing of Units, may not be kept on the Condominium Property. Boats, boat trailers or trailers of any kind, campers, recreational vehicles (RVs), travel trailers, motor homes, mobile homes and other similar vehicles, and vehicles which are not in operable condition or validly licensed may be kept on the Condominium Property if kept in a fully enclosed garage when not in use. For the purpose of the foregoing sentence, the term "kept" shall mean present for a period of six (6) consecutive hours or overnight, whichever is less. For the purpose of this provision, the term "commercial vehicle" shall include those vehicles which contain lettering on the exterior and those which are used for other than strictly personal use. Because the number of parking spaces is limited, an Owner's right to keep more than (1) vehicle

on the Condominium Property may be limited or regulated by the Association. No maintenance or repair shall be performed on any vehicle on the Condominium Property.

13. LEASING OF UNITS.

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only the entire Unit, and then only in accordance with this section after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

- a. Notice by the Unit Owner. An Owner intending to lease their Unit shall give to the Board of Directors or its designee written notice of such intention at least five (5) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and spouse, if any, as a pre-condition to approval.
- b. Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have five (5) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- c. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
 1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered;
 2. The Unit Owner has a history of leasing the Unit without obtaining approval, or leasing to troublesome lessees

and/or refusing to control or accept responsibility for the occupancy of the Unit;

3. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
 4. The application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 5. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 6. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 7. The prospective lessee evidences a strong probability of financial irresponsibility;
 8. The lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
 9. The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or
 10. The Owner fails to give proper notice of their intention to lease the Unit to the Board of Directors.
- d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

- e. **Applications; Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Condominium assessments may not be delegated to the lessee.
- f. **Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than five (5) times in any calendar year, or for a period of less than thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a Unit Owner, the Board of Directors may approve one additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term. No one but the lessee, their family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Unit. The total number of overnight occupants of a leased Unit is limited to two (2) persons per bedroom, plus two (2) persons.

13.5 Occupancy in Absence of Lessee. If a lessee is absent from the Unit for any period of time during the lease term, their family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 herein. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term unless the Tenant waives, in writing, the right to use such facilities in favor of the Unit Owner.

13.7 Regulation by Association. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

14. TRANSFER OF OWNERSHIP OF UNITS.

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions.

14.1 Forms of Ownership.

- a. One Person. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- b. Two or More Persons. Units may be owned by two or more natural persons. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Unit may be used as short-term transient accommodations for multiple families. If the co-Owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be

treated as a transfer of ownership by sale or gift subject to the provisions of this section. No more than one such change will be approved in any twelve (12) month period.

- c. Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- d. Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 14.1(b) and (c) shall designate a Primary Occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.
- e. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 herein. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for

purposes of determining voting and occupancy rights under Section 14.1(b) herein.

14.2 Transfers.

- a. Sale or Gift. No Unit Owner may dispose of a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- b. Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, the Unit Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(a)(2) herein. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.
- c. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 herein.
- d. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee which shall consist of at least three (3) members. The chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

- a. Notice to Association.
 1. Sale or Gift. An Owner intending to make a sale or gift of their Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the

Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of their ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this section or Section 13.
 3. Demand. With the notice required in Subsection 14.3(a)(1) herein, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided herein.
 4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- b. Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (a) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits set forth above, such failure to act shall be deemed the

equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

c. Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:
 - (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
 - (c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
 - (e) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;
 - (f) The transfer to the person seeking approval would result in that person owning more than two (2) Units in the Condominium;
 - (g) The person seeking approval has failed to provide the information, fees or interviews required to

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process the application in a timely manner, or provided false information during the application process; or

(h) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.3(a)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner/seller the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and Owner/seller, except that the purchaser shall pay for their own title insurance, and all costs of mortgage financing. Real property taxes and Condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.
3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then

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the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

15. INSURANCE.

In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each Unit Owner is responsible for insuring their own Unit and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Unit and required to be repaired or replaced by the Owner; and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or the Owner's predecessors in title. Each Unit Owner is expected to carry homeowner's insurance with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Owner bears financial responsibility for any damage to their property or liability to others that would otherwise be covered by such insurance.

15.2 Association Insurance; Duty and Authority to Obtain. The Association, by its Board of Directors, shall use its best efforts to obtain and maintain adequate insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured

shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the Common Elements, as well as all Association Property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- a. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- b. Flood. If the Condominium Property is located within a flood zone, in amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.
- c. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.
- d. Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- e. Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- f. Statutory Fidelity Bond.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit Owners. Some of the more common options include:

- a. Additional flood insurance.
- b. Scheduled equipment floater (protection for specialized mobile equipment).

- c. Boiler and machinery coverage (includes breakdown on air conditioning units).
- d. Broad form comprehensive general liability endorsement.
- e. Directors and officers liability.
- f. Medical payments.
- g. Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies and copies of the master policies shall be available for inspection by Unit Owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

- a. Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as their share in the Common Elements.
- b. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.
- c. Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have

the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

- a. **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them.
- b. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 herein. The Owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair.

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial" as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- b. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths ($\frac{3}{4}$) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur then:

- a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- b. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
 1. If the insurance proceeds and reserves available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless two-thirds ($\frac{2}{3}$) of the total Voting Interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of

the same number and general types of Units, in either of which cases the Condominium shall be terminated.

2. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special assessment will be required, then unless two-thirds (2/3) of the total Voting Interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the total Voting Interests approve the special assessment, the Board of Directors shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.
- c. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Unit Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7(c) herein.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the Owners of at least three-fourths ($\frac{3}{4}$) of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonable

withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any.

17. CONDEMNATION.

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of the Owner's award, or the amount of that award shall be set off against any sums payable to that Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- 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 paid by the Owner of the Unit.
- b. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.
- c. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- a. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).
- b. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.
- c. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

- d. **Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against all 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 shares of those Owners in the Common Elements after the changes affected by the taking.
- e. **Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of their own appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration in accordance with Sections 17.5 and 17.6 herein. Such amendment need be approved only by the Owners of a majority of the Units. The consent of lien holders is not required for any such amendment.

18. TERMINATION

The Condominium may be terminated in the following manner:

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18.1 Agreement. The Condominium may be caused to be terminated at any time by written agreement of the Owners of at least three-fourths ($\frac{3}{4}$) of the Units, and the Primary Institutional Mortgagee.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium shall be terminated.

18.3 Certificate of Termination; Termination Trustee. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying as to the facts affecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating a willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section 18 is recorded in the Public Records of Lee County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium property or Association Property, without need for further conveyance. Beneficial title to the former Condominium Property and Association Property is owned by the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements. Upon termination, each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable share in the Condominium Property attributable to the unit encumbered by the lien, with the same priority. Termination incident to a merger of this Condominium with another condominium shall not require designation of a Termination Trustee.

18.4 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, including without limitation the power to levy assessments, for the purpose of maintaining and protecting the property and winding up the affairs of the Association in accordance with this section.

18.5 Trustee's Powers and Duties. The Termination Trustee shall hold title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall also have the power and authority to liquidate the assets of the Association upon its dissolution, and to distribute the proceeds as described herein. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fees, and all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of sale of the former Condominium Property and Association Property, and shall constitute a lien on the property superior to any other lien until paid. The Termination Trustee shall be entitled to indemnification by the Association for any and all liabilities and costs incurred by virtue of acting a Termination Trustee, unless such liabilities are the result of gross negligence or intentional wrongdoing. The Termination Trustee may rely upon written instructions and information provided by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

18.6 Partition; Sale. Following termination, the former Condominium Property and Association Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the total Voting Interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Termination Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale, shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium Property and Association Property within one (1) year after the recording of the Certificate of Termination, the Termination Trustee may proceed to sell the property without agreement by the former Unit Owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial Owners thereof, as their interests shall appear.

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of maintaining the property until it is sold.

The costs of termination, the fees and expenses of the Termination Trustee, as well as the post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19. ENFORCEMENT.

19.1 Duty to Comply; Right to Sue. Each Unit Owner, their tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents and the Rules and Regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- a. The Association;
- b. A Unit Owner;
- c. Anyone who occupies or is a tenant or guest in a Unit; or
- d. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

19.3 Attorneys Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Association's Rules and Regulations, as they may be amended from time to time,

the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

19.5 Approval by Membership. The Association shall not have standing or authority to commence any legal action or arbitration proceeding without first obtaining the approval of three-fourths (¾) of the Voting Interests of the Condominium. This subsection shall not apply to actions commenced by the Association pursuant to Section 10 of this Declaration.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Written consent of the institutional mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.5(c), 17.6(c) and 17.8.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

20.3 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record or its successor or assignee acquires title to a Condominium Parcel by foreclosure of said mortgage, or by a deed in lieu of foreclosure, the mortgagee shall be liable only for such share of the Common Expenses or assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Parcel, which came due prior to the mortgagee's acquisition of title as the mortgagee shall be required to pay under the Florida Condominium Act as amended from time to time. No acquirer of title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's

rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

- a. Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.
- b. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- c. Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. DEVELOPER'S RIGHTS AND DUTIES.

Notwithstanding any other provision of this Declaration, as long as the Developer or any successor in interest to the Developer holds any Units in the Condominium for sale in the ordinary course of business, the following provisions shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium, neither the Unit Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or the sale of Units. The Developer may make any use of the unsold Units (or Units sold subject to a leaseback by the Developer for use as a model)

and the Common Elements as may reasonably be expected to facilitate completion and sales of Units in this or any other condominium project (whether or not such project is owned by the Developer), including without limitation, maintenance of a sales or construction trailer or office, display of signs, leasing of Units and display of the unsold Units for sale to prospective purchasers. The Developer also reserves the right to sell and lease back one or more Units for use as "hospitality suites", providing short term guest accommodations for prospective purchasers or other business guests of the Developer, subject to the approval of such lease by the Association.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be freely assigned by the Developer, in whole or in part, to any person, entity or assignee without the consent of any Unit Owner or any holder of a mortgage secured by any Unit. In the event of the foreclosure of any mortgage owed by the Developer or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.

21.3 Modification and Amendment of Plans and Alterations of Unit Boundaries and Dimensions. The Developer reserves the right to modify or alter the interior design and arrangement of any Units, or to alter the boundaries between Units, as long as the Developer owns the Units so modified or altered, provided that Exhibit B attached hereto is amended to reflect the changes, and provided that such modifications or alterations shall be in compliance with Section 23 of this Declaration relating to minimum and maximum square footages, and provided that said modification of interior design and arrangement and alteration of boundaries shall not be of a material fashion pursuant to Section 718.110(4), Florida Statutes. Any such amendment need be executed only by the Developer, and shall not require the approval of Unit Owners, contract purchasers, or lien holders or the Association.

21.4 Amendments by Developer. The Developer has the right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Lee County, Florida, and without any requirement of securing the consent of any Unit Owner, the Association, or the owner and holder of any lien encumbering a Condominium Parcel.

21.5 Sales of Units. The Developer shall have the right to sell or transfer ownership of any Unit owned by it to any person, on such terms and conditions as the Developer deems to be in its own best interest.

21.6 Turnover. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the statutory dates, by causing all of its 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 sixty (60) days' notice of the 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 Unit Owners other than the Developer refuse or fail to assume control.

22. AMENDMENT OF DECLARATION.

All amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the Owners of at least one-fourth ($\frac{1}{4}$) of the Units in the Condominium.

22.2 Procedure. Upon any amendment(s) to this Declaration being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least three-fourths ($\frac{3}{4}$) of the Voting Interests of the Condominium. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.12 of the Bylaws. Prior to the assumption of control of the Association by Unit Owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors, and no vote of the Unit Owners is required.

22.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration; which certificate shall be in the form required by law and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

22.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the

Unit, or change the proportion or percentage by which the Owner of a Parcel shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on the Unit, if any, consent in writing to the amendment and at least a majority of the total Voting Interests approve such amendment.

22.6 Enlargement of Common Elements. The Common Elements designated by this Declaration may be enlarged by amendment to this Declaration to add real property acquired by the Association. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved by at least two-thirds (2/3) of the total Voting Interests. The amendment shall divest the Association of title and vest title in the Unit Owners without naming them and without further conveyance, in the same manner and proportion as the undivided shares in the Common Elements that are appurtenant to the Units. Such an amendment shall not be deemed to make any material change in the appurtenances to the Units.

22.7 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Florida Condominium Act.

22.8 Amendment of Provisions Relating to Developer. For as long as Developer holds any Units in the Condominium for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's written consent.

22.9 Phasing Amendments. Developer shall have the right, pursuant to Section 23 of this Declaration of Condominium and §718.403 of the Florida Condominium Act, to amend this Declaration and its exhibits, to submit the lands and improvements comprising Phases One through and including Four, with each building being a separate phase, to the Condominium. Such amendment shall not require execution thereof, or consent thereto, by Unit Owners other than the Developer, by the Association or by the owner and holder of any lien or mortgage encumbering a Condominium Parcel in the lands already submitted to condominium ownership. Said amendment is required to be executed only by the Developer and recorded in the Public Records of Lee County, Florida, together with such joinders or consents as may be required by the Florida Condominium Act.

22.10 Amendments Affecting Water Management Areas or Systems. Any amendment(s) materially affecting the water management areas or systems for the Condominium must be approved by South Florida Water Management District.

23. PHASE DEVELOPMENT.

This Condominium will be developed in phases pursuant to §718.403 of the Florida Condominium Act.

23.1 Phase One Land and Improvements. The Land contained within Phase One, which is herein submitted to the condominium form of ownership, is legally described in Exhibit A to this Declaration. The survey and plot plan of said Phase One as graphically depicted in Exhibit B to this Declaration, show the approximate location of the building and improvements thereon that are by this Declaration being submitted to the condominium form of ownership. The improvements in Phase One will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 3. Said building will contain four (4) St. Croix Units and four (4) Martinique Units.

23.2 Phase Two Land and Improvements. The Land contained within Phase Two, if submitted, is legally described in Exhibit A to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate locations of the proposed building and improvements to be constructed in Phase Two, if submitted.

The Developer contemplates that the building and improvements in Phase Two, if submitted, will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 1. The Developer initially intends that said building will contain four (4) St. Croix Units and four (4) Martinique Units. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.3 Phase Three Land and Improvements. The Land contained within Phase Three, if submitted, is legally described in Exhibit A to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate location of the proposed building and improvements to be constructed in Phase Three, if submitted.

The Developer contemplates that the building and improvements in Phase Three, if submitted, will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 2. The Developer initially intends that said building will contain four (4) St. Croix Units and four (4) Martinique Units. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.4 Phase Four Land and Improvements. The Land contained within Phase Four, if submitted, is legally described in Exhibit A to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate location of the proposed building and improvements to be constructed in Phase Four, if submitted.

The Developer contemplates that the building and improvements in Phase Four, if submitted, will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 4. The Developer initially intends that said building will contain four (4) St. Croix Units and four (4) Martinique Units. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.5 Range of Units. The number of Units that may be constructed in each of Phases One through Four shall not contain fewer than eight (8) Units nor more than eight (8) Units. The general size of Units in each proposed phase shall range from a minimum of approximately 1,480 square feet of living area to a maximum of 1,613 square feet of living area. These square footages are approximate and may vary.

23.6 Amendment to Plot Plan. The plot plans in Exhibit B may be modified by the Developer as to Unit or building types or to create more or fewer of a given building or Unit type. This may alter the external appearance of certain buildings.

23.7 Non-Material Changes in Legal Descriptions of Subsequent Phases. The Developer may make non-material changes in the legal description of any phase, in accordance with and pursuant to §718.403 of the Florida Condominium Act.

23.8 Deadline for Submission of Subsequent Phases. All subsequent phases shall be submitted, if at all, not later than seven (7) years after the date of recordation of this Declaration of Condominium in the Public Records of Lee County, Florida.

23.9 Time Share Estates. No time share estates may be created with respect to any units in any phase of this Condominium.

23.10 Developer's Election To Add Subsequent Phases; Recordation of Amendment. Any and all land and improvements proposed to be included in Phases Two through Four, inclusive, all as described in this Declaration, shall not become a part of the Condominium unless submitted to said Condominium by means of a recorded amendment to this Declaration. The decision to submit said subsequent phases or any of said phases, shall be made solely by the Developer,

except that Phases Two through Four, inclusive may be submitted immediately by the Developer if required by any regulating authorities in Lee County, Florida. The land comprising Phases Two through Four inclusive or any of said phases, if not submitted to the Condominium, may be used by the Developer for any lawful purpose, including the creation of other separate condominiums or any other type of residential housing, if such development is approved by the appropriate governing authorities.

23.11 Impact of Submission of Subsequent Phases. Development and construction of the subsequent phases will have the following impact on the initial phase:

- a. Reduction in the applicable fractional share of ownership in the Common Elements and Common Surplus.
- b. Dilution of individual voting power by virtue of an increase in the total number of Voting Interests.
- c. Increase in the size of the Condominium and increase in the total number of Units in the Condominium.
- d. Possible increase in the aggregate expenses attributable to the maintenance, operation and management of the Condominium.

23.12 Share of Ownership and Expenses Upon Submission of Subsequent Phases. Section 6.1 of this Declaration reflects each Unit's fractional ownership share of the Common Elements and Common Surplus and the manner of sharing Common Expenses, if only Phase One is submitted. When and if the subsequent phases are developed, and as additional lands and Units are submitted to the Condominium, the formula which shall be used to reallocate each Unit's fractional share of ownership in the Common Elements and Common Surplus and the manner of sharing Common Expense as subsequent phases are submitted, is determined by utilizing the fraction described in Section 6.1 of this Declaration.

23.13 Membership, Vote and Ownership in the Association. There is attributable to each Unit in the Condominium, one (1) membership in the Association and one (1) vote in membership matters. Therefore, the total number of memberships in the Association and the total number of votes in membership matters is equal to the total number of Units in the Condominium. The ownership in the Association attributable to each Unit in each phase, as each phase is developed and submitted to the Condominium, can be computed by means of the formula described in Section 6.1 of this Declaration. The results, if the subsequent phases or any of them are not developed and submitted to the Condominium, can also be computed by means of said formula.

24. MISCELLANEOUS.

24.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

24.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

24.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

24.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

24.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

24.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

24.7 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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

Signed, sealed and delivered in our presence as witnesses:

B.B.I DEVELOPMENT, INC., a Florida corporation

Ellen A. Goldman

Witness

Printed Name: Ellen A. Goldman

By: Steven J. Mullersman

Steven J. Mullersman

Its: President

(Seal)

Johnna S. Hampson

Witness

Printed Name: Johnna S. Hampson

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of August, 2001, by Steven J. Mullersman, as President of B.B.I DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation, who is personally known to me or produced _____ as identification.

Ellen A. Goldman

Notary Public, State of Florida

{NOTARY SEAL}

Commission Expires:

Commission No.:



Exhibit "A"
 LEGAL DESCRIPTION
 THE MANORS AT FOUNTAIN LAKES
 A CONDOMINIUM
 PHASE ONE

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 29.49 FEET;
2. THENCE SOUTH 72°38'00" WEST, 172.29 FEET;
3. THENCE SOUTH 17°22'17" EAST, 10.67 FEET;
4. THENCE SOUTH 83°18'39" WEST, 70.63 FEET;
5. THENCE SOUTH 08°19'24" WEST, 49.48 FEET;
6. THENCE SOUTH, 139.04 FEET;
7. THENCE SOUTH 87°54'03" EAST, 270.14 FEET, TO A POINT ON SAID LINE WHICH IS PARALLEL WITH AND 500.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES), TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41);
8. THENCE SOUTH 45°11'31" WEST, LEAVING SAID LINE, 254.65 FEET;
9. THENCE SOUTH 51°13'33" EAST, 37.05 FEET;
10. THENCE SOUTH 69°48'17" EAST, 195.48 FEET, RETURNING TO SAID LINE WHICH IS PARALLEL WITH AND 500.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES), TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41);
11. THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 31.25 FEET, TO A POINT ON THE NORTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1976, PAGES 175-191, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND TO THE NON-TANGENT INTERSECTION WITH A CURVE;
12. THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG SAID EASEMENT LINE, BEING A CURVE, CONCAVE TO THE NORTHEAST, AND HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 320.00 FEET, A CHORD WHICH BEARS NORTH 51°41'21" WEST, FOR 452.55 FEET, ALONG AN ARC LENGTH OF 502.65 FEET, TO A POINT OF TANGENCY;
13. THENCE NORTH 06°41'21" WEST, ALONG THE EASTERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT, 287.58 FEET;
14. THENCE NORTH 84°15'39" EAST, LEAVING SAID EASTERLY LINE, 320.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.970 ACRES.

Exhibit "A"
LEGAL DESCRIPTION
THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PROPOSED - PHASE TWO

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE SOUTH 06°41'21" EAST, 29.49 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 241.59 FEET;
2. THENCE NORTH 56°45'26" WEST, 310.32 FEET;
3. THENCE NORTH 83°18'39" EAST, 70.63 FEET;
4. THENCE NORTH 17°22'17" WEST, 10.67 FEET;
5. THENCE NORTH 72°38'00" EAST, 172.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.647 ACRES.

LEGAL DESCRIPTION
THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PROPOSED - PHASE THREE

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE SOUTH 06°41'21" EAST, 271.08 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 27.96 FEET;
2. THENCE NORTH 87°54'03" WEST, 270.14 FEET;
3. THENCE NORTH, 139.04 FEET;
4. THENCE NORTH 08°19'24" EAST, 49.48 FEET;
5. THENCE SOUTH 56°45'26" EAST, 310.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.671 ACRES.

LEGAL DESCRIPTION
THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PROPOSED - PHASE FOUR

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE SOUTH 06°41'21" EAST, 299.05 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 272.00 FEET;
2. THENCE NORTH 69°48'17" WEST, 195.48 FEET;
3. THENCE NORTH 51°13'33" WEST, 37.05 FEET;
4. THENCE NORTH 45°11'31" EAST, 254.65 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.652 ACRES.



- Consulting Engineers
- Land Planners
- Land Surveyors
- Transportation Engineers
- Environmental Engineers
- Construction Managers
- GPS & GIS Consultants
- Forensic Engineers
- Aviation Consultants

RESPOND TO:

Bonita Springs
 24831 Old 41 Road
 Bonita Springs, FL 34135
 (941) 947-0266
 FAX (941) 947-1323
 E-mail: bonita@consul-t.com

Other Offices

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 (561) 467-9085
 Fax (561) 467-9350
 E-mail: pierce@consul-t.com

Jacksonville
 (904) 276-3100
 Fax (904) 276-3102
 E-mail: jackson@consul-t.com

Miami
 (305) 599-3141
 FAX (305) 599-3143
 E-mail: mia@consul-t.com

Corporate/Miramar
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 Fax (954) 438-1433
 E-mail: corp@consul-t.com

Orlando
 (407) 843-0094
 Fax (407) 423-0085
 E-mail: orl@consul-t.com

Palm Beach
 (561) 540-5092
 Fax (561) 540-5095
 E-mail: wpalm@consul-t.com

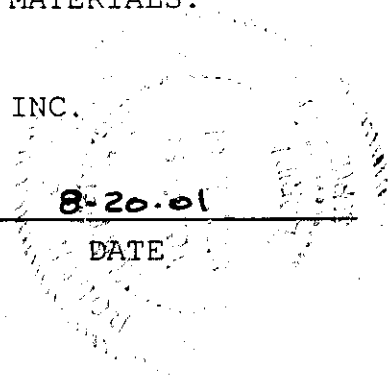
**CERTIFICATE OF SUBSTANTIAL COMPLETION
 PHASE ONE, BUILDING THREE
 THE MANORS AT FOUNTAIN LAKES, A CONDOMINIUM**

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN PHASE ONE, BUILDING THREE, THE MANORS AT FOUNTAIN LAKES, A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE. THAT THIS MATERIAL, TOGETHER WITH THE BOUNDARY SURVEY AND THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

FOR CONSUL-TECH ENGINEERING, INC.

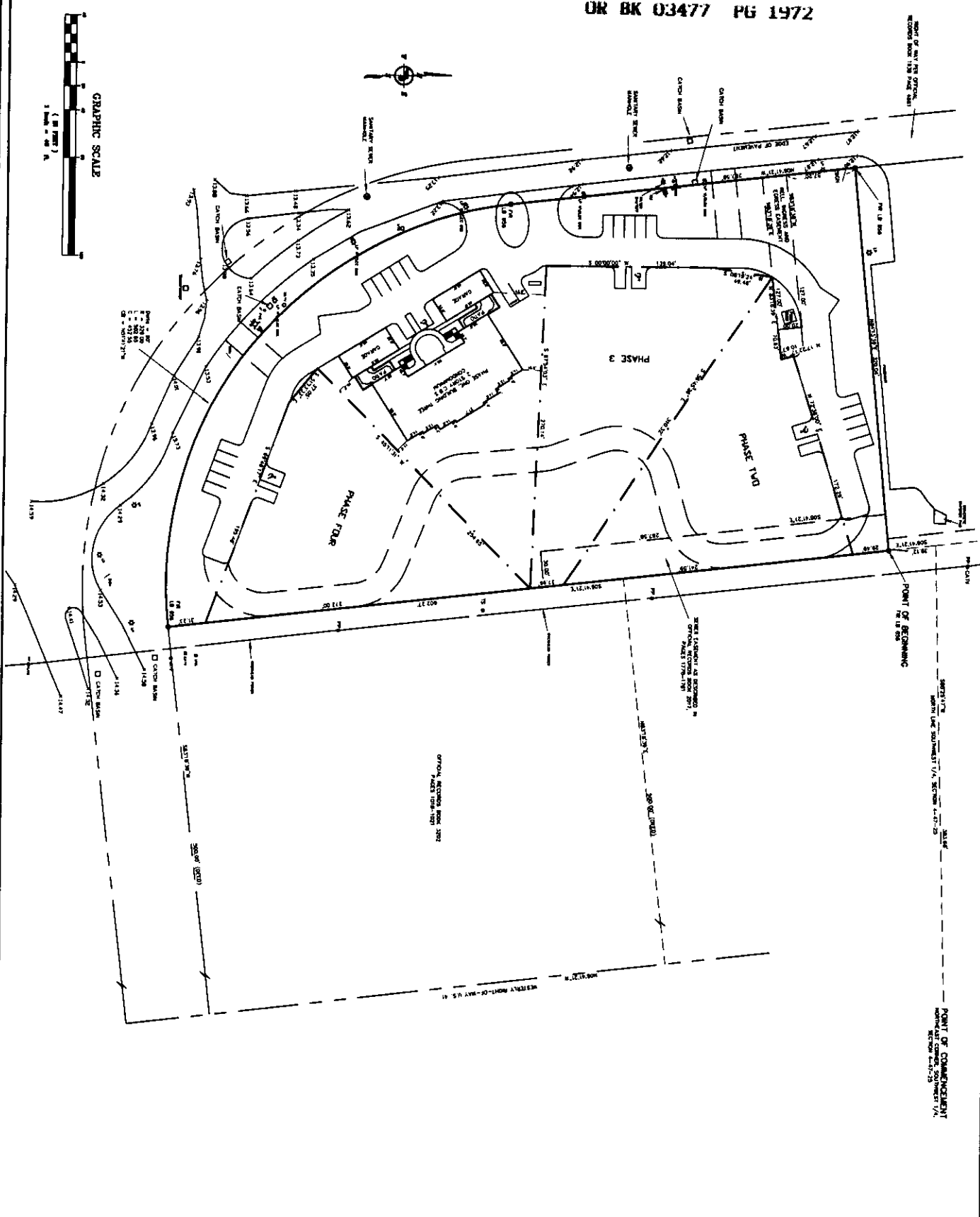


 ROBERT J. BILLS PSM #4698



8-20-01

DATE



CONSULT-TECH ENGINEERING, INC.
 Consulting Engineers Land Planners
 2400 Oak 41 Road, Suite 200
 Beaverton, Oregon 97005
 Phone (503) 847-0288
 Fax (503) 847-1233
 CERTIFICATE OF AUTHORIZATION #83937

THE MANORS AT FOUNTAIN LAKES
 A CONDOMINIUM
 SITE PLAN PHASE ONE

**THE MANORS AT FOUNTAIN LAKES
 A CONDOMINIUM**

APPROVED
 FOR THE BOARD OF DIRECTORS

DATE

FOR CONSULT-TECH ENGINEERING, INC.
 ROBERT WILLIS PSW #4698

DATE **8-30-01**

CERTIFICATE OF SUBSTANTIAL COMPLETION
 PHASE ONE BUILDING THERE
 THE MANORS AT FOUNTAIN LAKES, A CONDOMINIUM
 I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE
 IMPROVEMENTS WITHIN PHASE ONE, BUILDING THREE, THE
 MANORS AT FOUNTAIN LAKES, A CONDOMINIUM, IS
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 THE IMPROVEMENTS AND THAT THE IDENTIFICATION,
 LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS
 AND OF EACH LOT CAN BE DETERMINED FROM THESE
 MATERIALS.

WELL EXHIBIT DESCRIPTION
 A 20' FEET WIDE WALK AND SERVICE CORRIDOR (SECTION LINE IN SECTION 4, TOWNSHIP 47 NORTH,
 RANGE 20 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 ...

LEGEND
 - - - - - 10' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 20' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 30' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 40' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 50' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 60' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 70' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 80' WIDE WALK AND SERVICE CORRIDOR
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 - - - - - 120' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 130' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 140' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 150' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 160' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 170' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 180' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 190' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 200' WIDE WALK AND SERVICE CORRIDOR

APPROVED
 FOR THE BOARD OF DIRECTORS

DATE

FOR CONSULT-TECH ENGINEERING, INC.
 ROBERT WILLIS PSW #4698

DATE **8-30-01**

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 REPRESENTATION OF THE LOCATION AND DIMENSIONS OF
 THE IMPROVEMENTS AND THAT THE IDENTIFICATION,
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 AND OF EACH LOT CAN BE DETERMINED FROM THESE
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APPROVED
 FOR THE BOARD OF DIRECTORS

DATE

FOR CONSULT-TECH ENGINEERING, INC.
 ROBERT WILLIS PSW #4698

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 - - - - - 160' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 170' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 180' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 190' WIDE WALK AND SERVICE CORRIDOR
 - - - - - 200' WIDE WALK AND SERVICE CORRIDOR

APPROVED
 FOR THE BOARD OF DIRECTORS

DATE

FOR CONSULT-TECH ENGINEERING, INC.
 ROBERT WILLIS PSW #4698

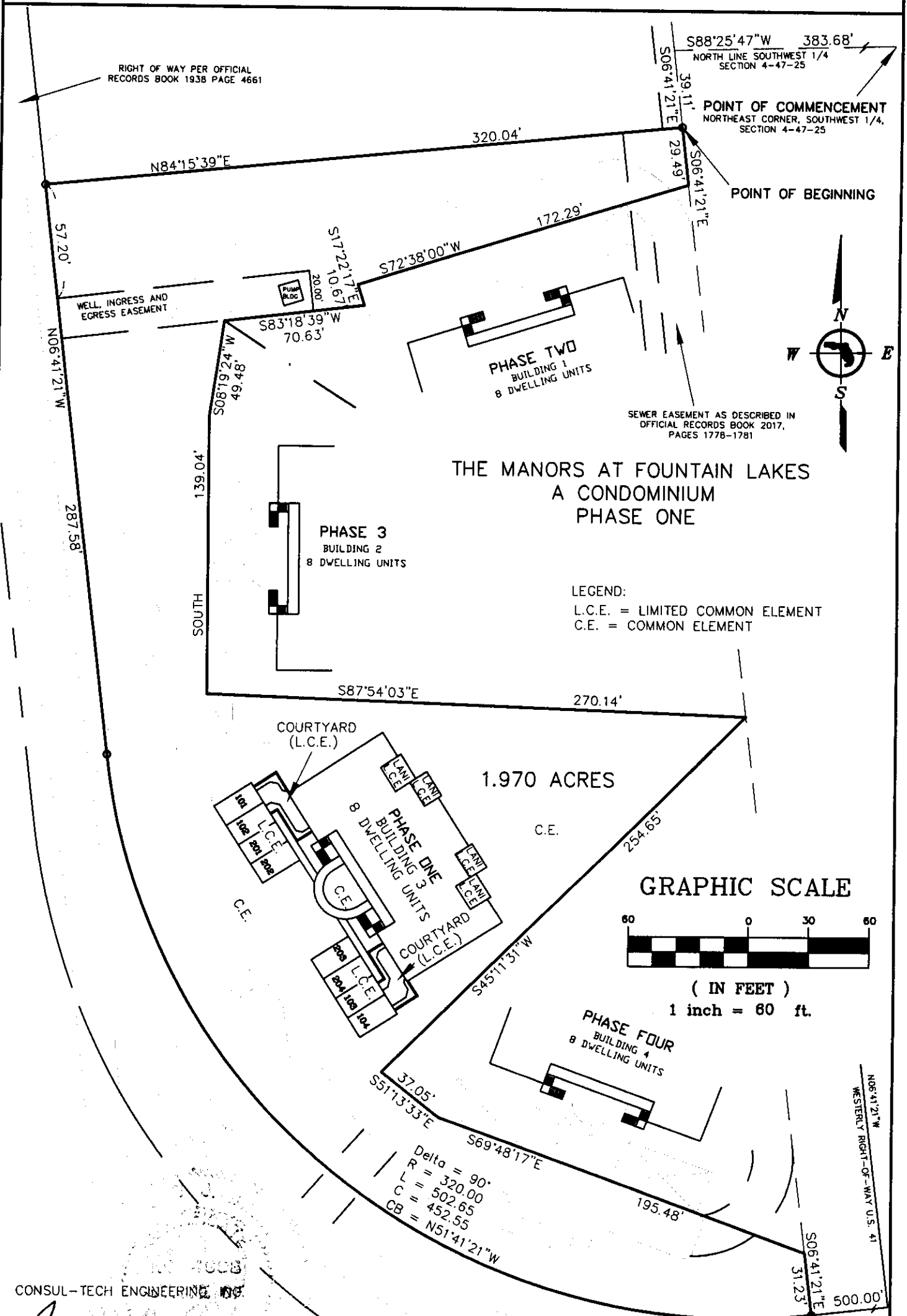
DATE **8-30-01**



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



CONSUL-TECH ENGINEERING, INC.

 ROBERT J. BILLS - PSM 4698 DATE 8-30-01

SHEET ONE OF TWO
 SEE SHEET TWO FOR DESCRIPTION
 DWG # \MANORS\MANOR-PH1.DWG



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
 24831 Old 41 Road Phone (941) 947-0266
 BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
 CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

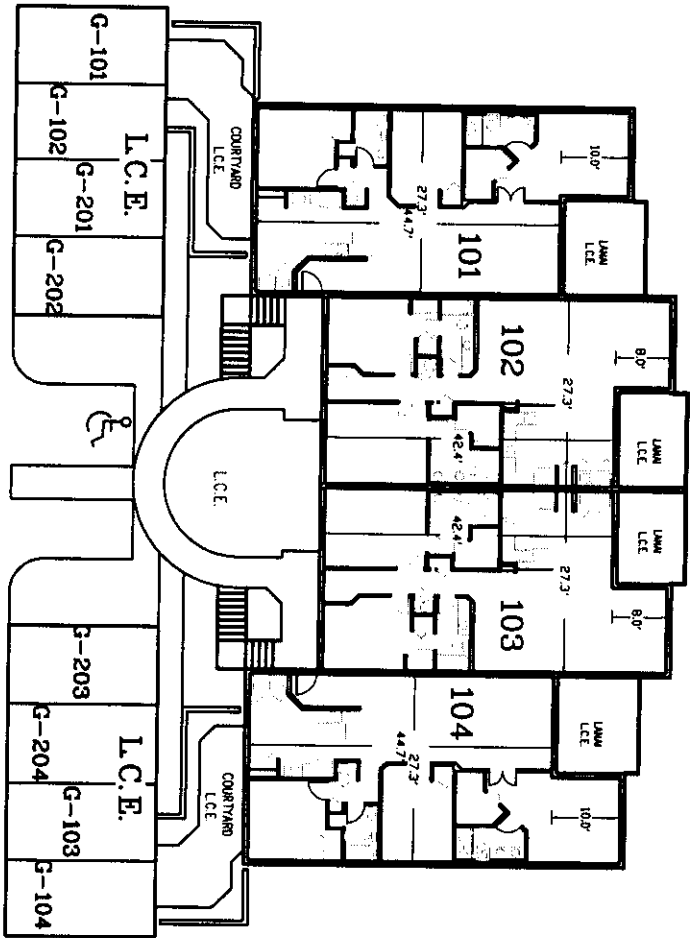
LEGAL DESCRIPTION
 THE MANORS AT FOUNTAIN LAKES
 A CONDOMINIUM
 PHASE ONE

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

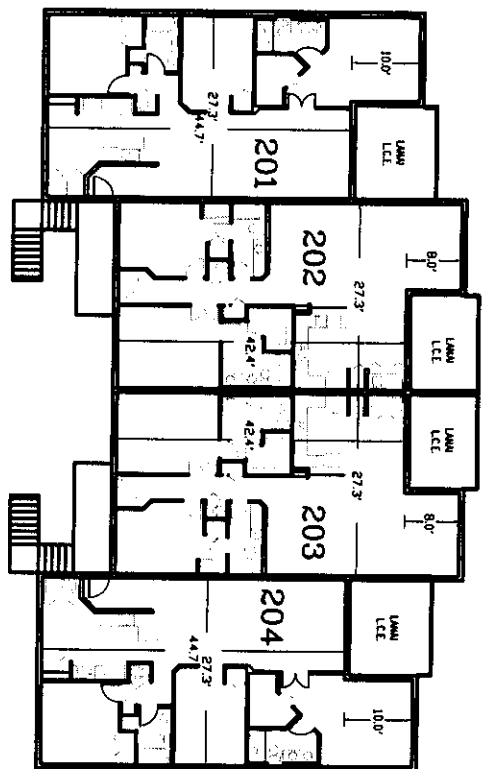
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED PARCEL OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 29.49 FEET;
2. THENCE SOUTH 72°38'00" WEST, 172.29 FEET;
3. THENCE SOUTH 17°22'17" EAST, 10.67 FEET;
4. THENCE SOUTH 83°18'39" WEST, 70.63 FEET;
5. THENCE SOUTH 08°19'24" WEST, 49.48 FEET;
6. THENCE SOUTH, 139.04 FEET;
7. THENCE SOUTH 87°54'03" EAST, 270.14 FEET, TO A POINT ON SAID LINE WHICH IS PARALLEL WITH AND 500.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES), TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41);
8. THENCE SOUTH 45°11'31" WEST, LEAVING SAID LINE, 254.65 FEET;
9. THENCE SOUTH 51°13'33" EAST, 37.05 FEET;
10. THENCE SOUTH 69°48'17" EAST, 195.48 FEET, RETURNING TO SAID LINE WHICH IS PARALLEL WITH AND 500.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES), TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41);
11. THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 31.25 FEET, TO A POINT ON THE NORTHERLY LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1976, PAGES 175-191, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND TO THE NON-TANGENT INTERSECTION WITH A CURVE;
12. THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG SAID EASEMENT LINE, BEING A CURVE, CONCAVE TO THE NORTHEAST, AND HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 320.00 FEET, A CHORD WHICH BEARS NORTH 51°41'21" WEST, FOR 452.55 FEET, ALONG AN ARC LENGTH OF 502.65 FEET, TO A POINT OF TANGENCY;
13. THENCE NORTH 06°41'21" WEST, ALONG THE EASTERLY LINE OF SAID INGRESS-EGRESS AND UTILITY EASEMENT, 287.58 FEET;
14. THENCE NORTH 84°15'39" EAST, LEAVING SAID EASTERLY LINE, 320.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.970 ACRES.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIS EXHIBIT MAY BE REDUCED

ELEVATIONS

ELEV = 26.6 NGVD
ELEV = 23.4 NGVD
ELEV = 16.4 NGVD

ELEV = 34.6 TO 41.3 NGVD

ELEVATIONS

NOTES

DRAWINGS, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND GARAGES EXCLUSIVELY SERVING EACH UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.).

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS ARCHITECTURAL DESIGN AND SQUARE FOOTAGES PROVIDED BY REGISTERED ARCHITECTS.

ALL IMPROVEMENTS ARE EXISTING AS OF THE DATE OF THIS DRAWING. IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

L.C.E. = LIMITED COMMON ELEMENT
L.A.M. = COMMON ELEMENT
C = GARAGE



CONSULT-TECH ENGINEERING, INC.
 Consulting Engineers, Land Surveyors, Licensed Professional Engineers
 1000 NE Oregon Street, Suite 200, Portland, Oregon 97232
 Phone: 503-255-8888
 Fax: 503-255-8889
 Website: www.cetech.com
 CERTIFICATE OF AUTHORIZATION #00000000

THIS EXHIBIT IS A PART OF THE PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONSULT-TECH ENGINEERING, INC.

DATE: 08/14/2013

PROJECT:
 THE MANORS AT FOUNTAIN LAKES

DATE:
 08/14/2013

DESCRIPTION:
 FLOOR PLAN - PHASE 1 BUILDING 3

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

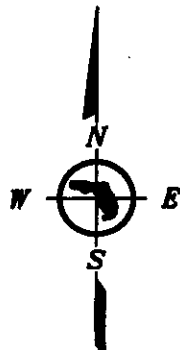
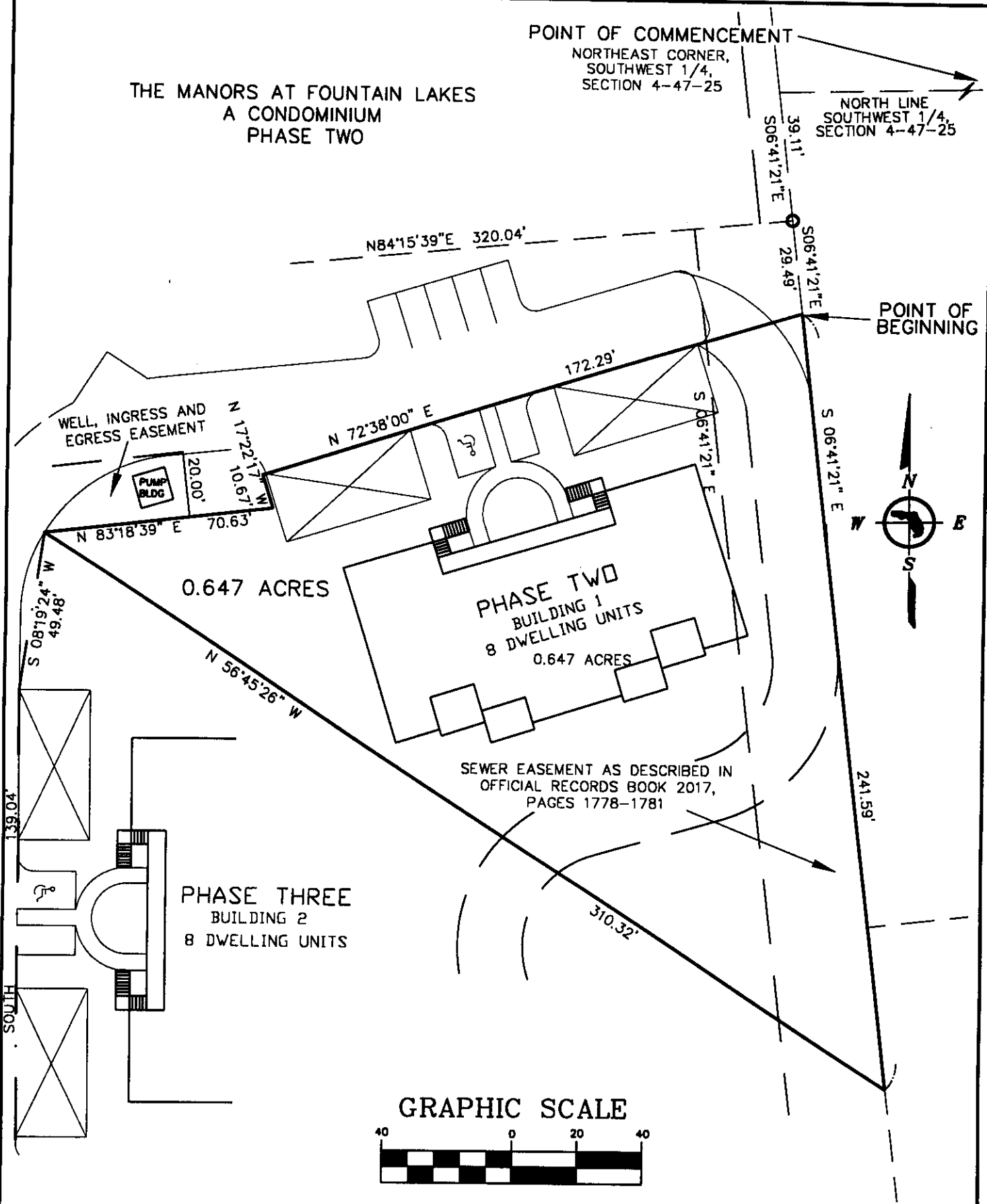
DATE	DESCRIPTION



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



CONSUL-TECH ENGINEERING, INC.
 4608
 8-3-00
 ROBERT J. BILLS PSM 4698 DATE

Exhibit "B" - Page 6

SHEET ONE OF TWO
SEE SHEET TWO FOR DESCRIPTION
DWG # \MANORS\MANOR-PH2.DWG

**CONSUL-TECH ENGINEERING, INC.**

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION
THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PHASE TWO

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE SOUTH 06°41'21" EAST, 29.49 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 241.59 FEET;
2. THENCE NORTH 56°45'26" WEST, 310.32 FEET;
3. THENCE NORTH 83°18'39" EAST, 70.63 FEET;
4. THENCE NORTH 17°22'17" WEST, 10.67 FEET;
5. THENCE NORTH 72°38'00" EAST, 172.29 FEET, TO THE POINT OF BEGINNING.

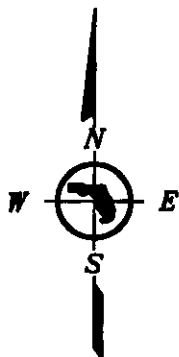
CONTAINING 0.647 ACRES.



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



THE MANORS AT FOUNTAIN LAKES A CONDOMINIUM PHASE THREE

NORTH LINE
SOUTHWEST 1/4,
SECTION 4-47-25

S88°25'47"W
383.68'

39.12'
S06°41'21"E

POINT OF COMMENCEMENT
NORTHEAST CORNER, SOUTHWEST 1/4,
SECTION 4-47-25

S06°41'21"E

271.08'

287.58'

S06°41'21"E
27.96'

30.00'

172.29'

S72°38'00"W

S06°41'21"E

S17°22'17"E
10.67'

N83°18'39"E 70.63'

WELL, INGRESS AND
EGRESS EASEMENT

N 08°19'24" E
49.48'

S56°45'26"E

PHASE TWO
BUILDING 1
8 DWELLING UNITS

SEWER EASEMENT AS DESCRIBED IN
OFFICIAL RECORDS BOOK 2017,
PAGES 1778-1781

310.32'

0.671 ACRES

POINT OF BEGINNING

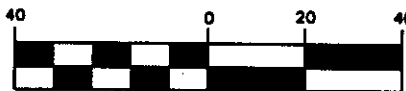
N 87°54'03" W

270.14'

139.04'

NORTH

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

PHASE ONE
BUILDING 3
8 DWELLING UNITS

CONSUL-TECH ENGINEERING, INC.

ROBERT G. BILLS PSM 4698 DATE 8-3-00

Exhibit "B" - Page 9

SHEET ONE OF TWO
SEE SHEET TWO FOR DESCRIPTION

DWG # \MANORS\MANOR-PH3.DWG



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION
THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PHASE THREE

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE SOUTH 06°41'21" EAST, 271.08 FEET, TO THE POINT OF BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID PARALLEL LINE, 27.96 FEET;
2. THENCE NORTH 87°54'03" WEST, 270.14 FEET;
3. THENCE NORTH, 139.04 FEET;
4. THENCE NORTH 08°19'24" EAST, 49.48 FEET;
5. THENCE SOUTH 56°45'26" EAST, 310.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.671 ACRES.

PROPOSED PHASE FOUR

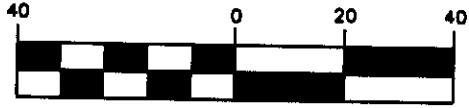


CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Phone (941) 947-0266
BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

THE MANORS AT FOUNTAIN LAKES
A CONDOMINIUM
PHASE FOUR

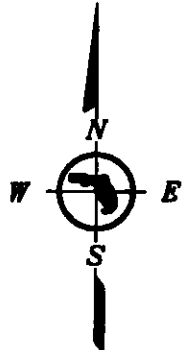
PHASE ONE
BUILDING 3
8 DWELLING UNITS

0.652 ACRES

PHASE FOUR
BUILDING 4
8 DWELLING UNITS

Delta = 90°
R = 320.00
L = 502.65
C = 452.55
CB = N51°41'21"W

SEWER EASEMENT AS DESCRIBED IN
OFFICIAL RECORDS BOOK 2017,
PAGES 1778-1781



S88°25'47"W 383.68'
NORTH LINE SOUTHWEST 1/4
SECTION 4-47-25
POINT OF COMMENCEMENT
NORTHEAST CORNER,
SOUTHWEST 1/4,
SECTION 4-47-25

POINT OF BEGINNING

N06°41'21"W
WESTERLY RIGHT-OF-WAY U.S. 41

CONSUL-TECH ENGINEERING, INC.

Robert J. Bills
ROBERT J. BILLS PSM 4698 DATE 8-3-00

SHEET ONE OF TWO
SEE SHEET TWO FOR DESCRIPTION

Exhibit "B" - Page 12

DWG # \MANORS\MANOR-PH4.DWG



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
 24831 Old 41 Road Phone (941) 947-0266
 BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
 CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

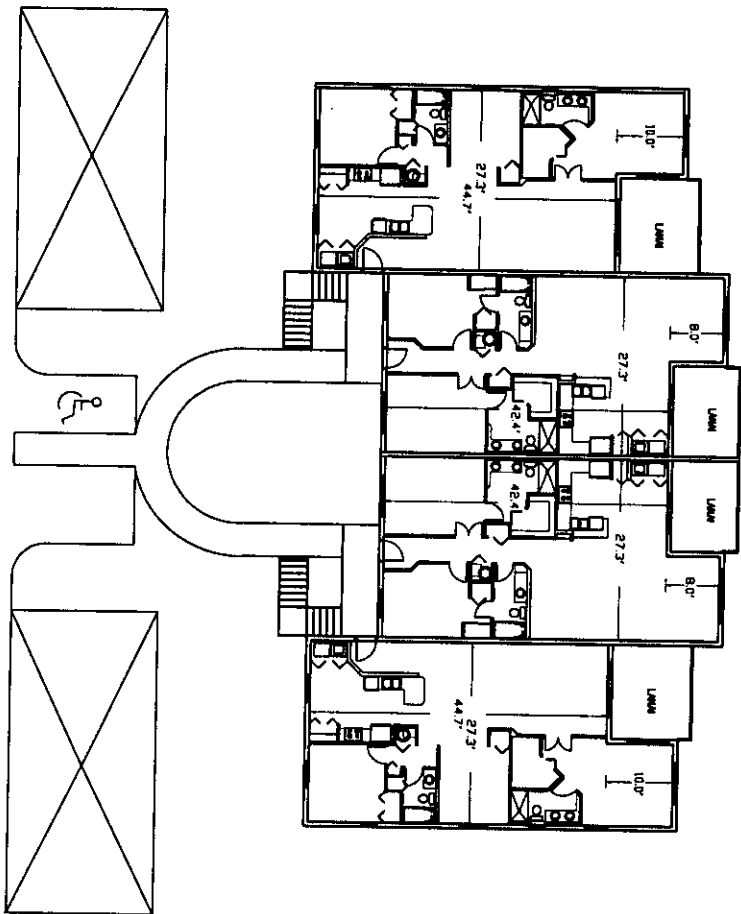
LEGAL DESCRIPTION
 THE MANORS AT FOUNTAIN LAKES
 A CONDOMINIUM
 PHASE FOUR

A TRACT OF LAND LYING IN SECTION 4, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST
 QUARTER (SW 1/4) OF SAID SECTION 4; THENCE SOUTH
 88°25'47" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST
 QUARTER (SW 1/4), FOR 383.68 FEET, TO AN INTERSECTION WITH
 A LINE PARALLEL WITH AND 500.00 FEET WESTERLY OF, AS
 MEASURED AT RIGHT ANGLES, THE WESTERLY RIGHT-OF-WAY LINE
 OF STATE ROAD 45 (US 41); THENCE SOUTH 06°41'21" EAST,
 ALONG SAID PARALLEL LINE FOR 39.11 FEET; THENCE CONTINUE
 SOUTH 06°41'21" EAST, 299.05 FEET, TO THE POINT OF
 BEGINNING OF THE HEREON DESCRIBED TRACT OF LAND:

1. THENCE CONTINUE SOUTH 06°41'21" EAST, ALONG SAID
 PARALLEL LINE, 272.00 FEET;
2. THENCE NORTH 69°48'17" WEST, 195.48 FEET;
3. THENCE NORTH 51°13'33" WEST, 37.05 FEET;
4. THENCE NORTH 45°11'31" EAST, 254.65 FEET, TO THE
 POINT OF BEGINNING.

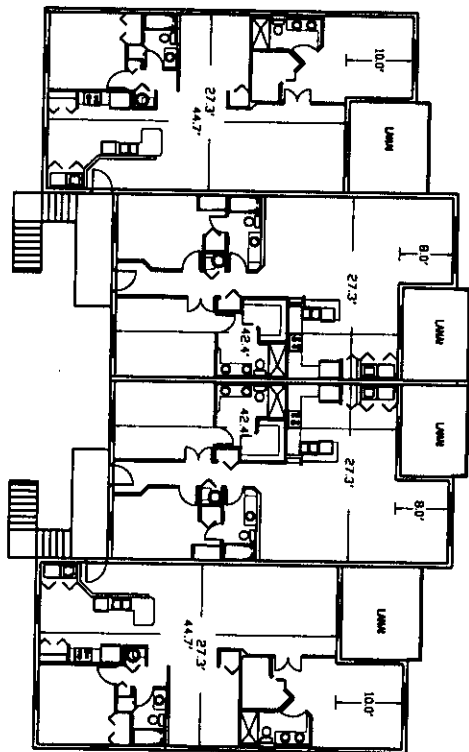
CONTAINING 0.652 ACRES.



FIRST FLOOR PLAN



THIS EXHIBIT MAY BE REDUCED



SECOND FLOOR PLAN

ELEV = 31.6 TO 41.3 NGVD
ELEV = 26.6 NGVD
ELEV = 23.4 NGVD
ELEV = 16.4 NGVD

ELEVATIONS

NOTES
 DRAWINGS ARE CONDITIONING AND HEATING EQUIPMENT, AND ELECTRICAL AND PLUMBING EXCLUSIVELY SERVING EACH UNIT ARE LIMITED COMMON ELEMENTS.
 REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS ARCHITECTURAL, DESIGN AND SQUARE FOOTAGE PROVIDED BY REGISTERED ARCHITECTS.
 ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING. PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
 UG = LIMITED COMMON ELEMENT
 C = CANALS



CONSULT-TECH ENGINEERING, INC.
 Consulting Engineers, Land Planners, and Surveyors
 2100 West 10th Street, Suite 200
 Portland, Oregon 97224
 Telephone: (503) 241-1111
 Telex: 541111
 Fax: (503) 241-1112
 OFFICE OF PROFESSIONAL ENGINEERS

THE STATE OF OREGON, by and through the Board of Professional Engineers, Public Accountants and Surveyors, hereby certifies that the above-named firm is duly qualified to practice as a firm of Consulting Engineers, Land Planners, and Surveyors, and is duly licensed to practice as such in the State of Oregon.

THE MANORS AT FOUNTAIN LAKES
 FLOOR PLAN - PHASE 4 BUILDING 4

NO.	REVISION

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIFTH THIRD BANK, FLORIDA being the owner and holder of a Construction Mortgage and Security Agreement given by B.B.I. Development Inc., a Florida Corporation, dated December 11, 2000, and recorded December 27, 2000, in Official Records Book 3343, Pages 2317 et seq., of the Public Records of Lee County, Florida; and Assignment of Leases and Rents of Real Property, dated December 11, 2000, and recorded December 27, 2000, in Official Records Book 3343, Pages 2342 et seq., Public Records of Lee County, Florida, and Site Development Mortgage, Assignment of Rents and Security Agreement dated December 11, 2000 and recorded December 27, 2000 in Official Records Book 3343, Pages 2222 et seq., Public Records of Lee County, Florida, which encumber the property described in Exhibit "A" of the Declaration of Condominium of The Manors at Fountain Lakes, a condominium, to which Declaration this Consent and Joinder of Mortgagee is attached, does hereby consent to the recording of the Declaration of Condominium of The Manors at Fountain Lakes, a condominium, in the Public Records of Lee County, Florida, and the submission thereby to the condominium from ownership of Phase One of The Manors at Fountain Lakes, a condominium, as described in said Exhibit "A".

DECLARATION

Signed, sealed and delivered
in our presence as witnesses:

FIFTH THIRD BANK, FLORIDA

[Signature]
Witness
Printed Name: JOHN D. HUMPHREVILLE

By: [Signature]
Byron Scullin, its Assistant
Vice President

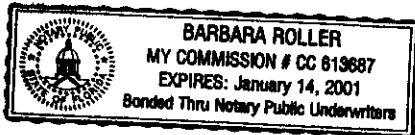
[Signature]
Witness
Printed Name: BARBARA ROLLER

STATE OF FLORIDA
COUNTY OF COUCLER

The foregoing instrument was acknowledged before me this 11th day
of December, 2000, by Byron Scullin, as Assistant Vice President of
FIFTH THIRD BANK, FLORIDA, on behalf of said bank, who is personally known to
me, or produced _____ as identification.

[Signature]
Notary Public, State of Florida
Commission Expires:

(Notary Seal)



DECLARATION

Exhibit "1" to Prospectus



Department of State

I certify from the records of this office that THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 30, 2000.

The document number of this corporation is N00000005739.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 600A00046286-083000-N00000005739-1/1, noted below.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirtieth day of August, 2000

Authentication Code: 600A00046286-083000-N00000005739-1/1



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 30, 2000, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number B00000045596. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N00000005739.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of August, 2000

Authentication Code: 600A00046286-083000-N00000005739-1/1



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

August 30, 2000

THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, I
190 J & C BLVD
APLES, FL 34109

The Articles of Incorporation for THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC. were filed on August 30, 2000, and assigned document number N00000005739. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H00000045596.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form S-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Becky McKnight
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 600A00046286

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Exhibit "C"

H00000045596 4

**ARTICLES OF INCORPORATION
OF
THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation are created by Mary W. Monaco, as sole incorporator, for the purposes set forth below.

ARTICLE 1 - Name

The name of the corporation (the Association) is THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC. The address of the corporation's principal office is 2190 J & C Boulevard, Naples, Florida 34109, and the mailing address of the corporation is 2190 J & C Boulevard, Naples, Florida 34109.

ARTICLE 2 - Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes) for the operation of The Manors at Fountains Lakes, a Condominium, located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Declaration of Condominium or the Florida Condominium Act, as they may hereafter be amended from time to time, including without limitation, the following:

- a. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- b. To protect, maintain, repair, replace and operate the Condominium Property, including the Common Elements and Association Property.
- c. To purchase insurance upon the Condominium Property and Association Property for the protection of the Association and its members.

H00000045596 4

H00000045596 4

- d. To reconstruct improvements after casualty and to make further improvements of the property.
- e. To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements and the operation of the Association.
- f. To approve or disapprove the transfer of ownership, leasing, ownership and occupancy of Units, as provided by the Declaration of Condominium.
- g. To enforce the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws and any Rules and Regulations of the Association.
- h. To contract for the management and maintenance of the Condominium and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by the Declaration of Condominium or the Florida Condominium Act to be exercised by the Board of Directors or the membership of the Association.
- i. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- j. To enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has the aforementioned powers, whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners.
- k. To borrow or raise money for any of the purposes of the Association, and from time to time without limitation as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

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- i. To acquire title to property or otherwise hold, convey, lease and mortgage Association Property for the use and benefit of its members.
- m. To sue and be sued, complain and defend in its corporate name with respect to the exercise or non-exercise of its powers.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE 3 - Membership

The members of the Association shall be all record Owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws. After termination of the Condominium the members shall consist of those who are members at the time of such termination.

The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to said member's Unit.

The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE 4 - Term

The term of the Association shall be perpetual.

ARTICLE 5 - Bylaws

The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE 6 - Amendments

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

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- a. Proposal. Amendments to these Articles may be proposed by a majority of the Board or upon petition of the owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
- b. Procedure: Upon any amendment or amendments to these Articles being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- c. Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the Voting Interests at any annual or special meeting, or by approval in writing of a majority of the Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- d. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida.

ARTICLE 7 - Directors and Officers

The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.

Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.

The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

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ARTICLE 8 - Initial Directors

The initial Directors of the Association shall be:

Steven J. Mullersman
2190 J & C Boulevard
Naples, Florida 34109

Nelson K. Marteny
2190 J & C Boulevard
Naples, Florida 34109

Kathryn T. Oliver
2190 J & C Boulevard
Naples, Florida 34109

ARTICLE 9 - Registered Agent

The initial registered agent and registered office of the Association shall be:

Mary W. Monaco, Esquire
Porter, Wright, Morris & Arthur, LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108

ARTICLE 10 - Indemnification

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of their being or having been a director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that their actions or omissions to act were material to the cause adjudicated and involved:

- a. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

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- b. A violation of criminal law, unless the director or officer had no reasonable cause to believe their action was unlawful or had reasonable cause to believe their action was lawful.
- c. A transaction from which the director or officer derived an improper personal benefit.
- d. Wrongful conduct by directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 29th day of August, 2000.



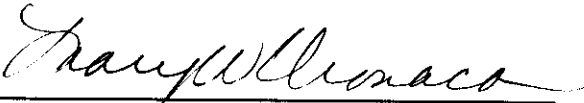
Mary W. Monaco

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC. at the place designated in the Articles of Incorporation, the undersigned is familiar with and accepts the obligations of that position pursuant to section 607.0501(3), Florida Statutes.


Mary W. Monaco
Mary W. Monaco

Date: August 29, 2000

NAPLES/215713 v.01

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**BYLAWS
OF
THE MANORS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC.**

1. GENERAL.

These are the Bylaws of The Manors at Fountain Lakes Condominium Association, Inc. (the "Association"), a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

1.1 Principal Office. The principal office of the Association shall be at the Condominium or such other place as shall be determined by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in Section 4 of the Declaration of Condominium to which these Bylaws are attached as Exhibit D shall also apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record Owners of legal title to the Units. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit for purposes of determining voting and use rights. Membership shall become effective upon the latest to occur of the following events.

- a. Recording in the public records of a deed or other instrument evidencing legal title to the Unit in the member.
- b. Approval by the Board of Directors as provided for in Section 14 of the Declaration of Condominium.
- c. Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

- d. Delivery to the Association, if required, of a written designation of a Primary Occupant.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each Unit owned by said members. The total number of possible votes (the Voting Interests) is equal to the total number of Units in the Condominium. The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a Unit is owned by one natural person, the Unit Owner's right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any one of the record Owners. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Unit is not a natural person, the vote of that Unit shall be cast by the Unit's Primary Occupant designated as set forth in Section 14.1 of the Declaration of Condominium.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.2 of these Bylaws, unless the joinder of all record Owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 2.1 herein. At that time the membership of the prior Owner shall automatically terminate.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of their membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held each year during the first three (3) months of the year at a day, place and time designated by the Board of

Directors for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting all ballots cast in the annual election of directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the total Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association or may be furnished by personal delivery. The member is responsible for informing the Association of any change of address. The notice of all members' meetings must be mailed or delivered at least fourteen (14) days before the meeting. If ownership of a Unit is transferred after notice has been mailed, no separate notice to the new Owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A person entitled to receive such notice may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the Condominium Property or Association Property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent by first class mail to each owner regardless of whether the second notice of election described in Section 4.3(b) herein is required, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may alternatively be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members' meeting may establish their presence and cast their vote by proxy. Proxies may not be used in electing directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium Documents, and for all other substantive matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum for procedural votes and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- a. Counting of ballots in election of directors (if necessary)
- b. Call of the roll or determination of quorum
- c. Reading or disposal of minutes of last members' meeting
- d. Reports of officers
- e. Reports of committees
- f. Unfinished business
- g. New business
- h. Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be

reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, the Declaration or these Bylaws. The presiding officer may appoint a parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days after mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members' meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this section shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 of these Bylaws. If the vote is taken by the method described in this section, the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS.

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law as modified and explained in the Declaration, Articles of Incorporation and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

4.1 Number and Terms of Service. While the Developer is in control of the Association, the number of directors which shall constitute the whole Board of Directors shall be three (3). The affairs of the Association shall be governed by a Board of Directors of not less than three (3) nor more than 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; provided, however, that the number of directors shall always be an odd number and shall always be at least three (3). A director's term will end at the annual election at which the director's successor is to be duly elected, unless the director sooner resigns or is recalled as provided in Section 4.5 herein. Directors shall be elected by the members as described in Section 4.3 herein, or in the case of a vacancy, as provided in Section 4.4 herein. Directors must be natural persons who are eighteen (18) years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Qualifications. Except for directors appointed by the Developer, each director must be a member or the spouse of a member.

4.3 Annual Elections. On the day of each annual election the members shall elect by written ballot as many directors as there are regular terms of directors expiring, unless the balloting is dispensed with as provided by law.

- a. **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. Candidates may also be nominated by any other method permitted by law.
- b. **Second Notice; Candidate Information Sheets.** If there is more than one candidate for any seat, the Association shall mail or deliver a second notice of election and agenda in compliance with the provisions of Section 3.3 herein to all Unit Owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.
- c. **Balloting.** Where balloting is required, directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may

not be used in the election. In the election of directors, there shall be appurtenant to each Unit as many votes for directors as there are directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method allowed by law.

4.4 Vacancies on the Board. Except for directors appointed by the Developer, if the office of any director becomes vacant for any reason, a successor or successors to serve until the next regularly scheduled election shall be appointed or elected as follows:

- a. If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, though less than a quorum, shall appoint a successor, who shall hold office until the next regularly scheduled election.
- b. If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled as provided by law.

4.5 Removal of Directors. Any or all directors except those appointed by the Developer may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one director, the question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. Directors appointed by Developer may be removed from the Board of Directors at any time, with or without cause, only by the Developer.

4.6 Organizational Meeting. The organizational meeting of a new Board of directors shall be held within ten (10) days after the election of new directors, at such place and time as may be fixed and announced by the directors at the meeting in conjunction with which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or a majority of the directors. Notice of meetings shall be given to each director personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium Property or Association Property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed to each Owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall be given as stated in Section 6.2 herein. The right of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

4.9 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all directors are present at a meeting, no notice to directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot.

4.11 Vote Required. The acts approved by a majority of those directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Condominium Documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless the director voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. The majority of the directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

4.13 The Presiding Officer. The President of the Association or in the President's absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the directors present.

4.14 Compensation of Directors and Officers. Neither directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President and a Vice-President, who must be directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members and directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President

shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal

of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget shall include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. These reserves shall be fully funded unless the Developer waives or reduces such funding in the manner provided by law, or unless the members vote not to fund reserves or to fund less than adequate reserves for a fiscal year by affirmative vote of not less than a majority of the Voting Interests who are present and voting in person or by limited proxy at a duly called meeting of the Association. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in Section 6.2 herein. Reserves funded under this section and all interest earned on such reserves shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by vote of a majority of all non-Developer Voting Interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer, the Developer-controlled Association may vote to use reserves for purposes other than that for which they were intended with the approval of a majority of all non-Developer Voting Interests voting in person or by limited proxy at a duly called meeting of the Association.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these

reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. Unless otherwise restricted by law, these funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the Voting Interests first consent. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8, and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Secretary and Treasurer, and all persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a Common Expense.

6.8 Financial Reports or Statements. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare and distribute to the Owners of each Unit, financial reports or statements meeting the minimum standards of Section 718.111(13) or Section 718.111(14), of the Florida Condominium Act (whichever is applicable), showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts. The requirements of Section 718.111(14), if applicable, may be waived for a fiscal year by a vote of the members taken during that fiscal year.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the Voting Interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS.

The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the Common Elements and the operation of the Association. Copies of such Rules and Regulations shall be furnished to each Unit Owner. Any Rule or Regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Unit Owners and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES.

In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy fines against Units whose Owners commit violations of the Florida Condominium Act, the provisions of the Condominium Documents or the Rules and Regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied Unit. The procedure for imposing fines shall be as follows:

- a. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 1. A statement of the date, time and place of the hearing;

2. A specific designation of the provisions of the Declaration, Bylaws or Rules and Regulations which are alleged to have been violated;
 3. A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 4. The amount of any proposed fine.
- b. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) Unit Owners appointed by the Board, none of whom may then be serving as directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" as defined in Section 718.1255(1) of the Florida Condominium Act between a Unit Owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself or herself, their heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium Property free from unreasonable restraint and annoyance.

9. TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHTS.

9.1 Members' Rights to Elect Board of Directors. When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of

the Board of Directors. Unit Owners other than the Developer become entitled to elect a majority of the members of the Board of Directors upon the first of the following events to occur:

- a. Three years after fifty percent (50%) or more of the Units have been conveyed to purchasers;
- b. Three months after ninety percent (90%) or more of the Units have been conveyed to purchasers;
- c. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- d. When all 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
- e. Seven (7) years after the Declaration of Condominium was recorded.

9.2 Developer's Right to Designate Members of Board of Directors.

Except as provided above, the Developer shall be entitled to designate at least one director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

9.3 Notice of Members' Meetings. Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect one or more directors, the Association shall call, upon not less than sixty (60) days notice, an election of the member or members of the Board that the Unit Owners are entitled to elect. The election shall be held in conjunction with a special or annual meeting of the members. The meeting and election may be called and the notices given by any Unit Owner if the Association fails to do so. All non-developer Unit Owners may vote in the election of directors. The meeting in conjunction with which Unit Owners other than the Developer first elect a majority of the directors is referred to as the "turnover meeting".

9.4 Developer's Rights. As long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- a. Any amendment of the Condominium Documents which would adversely affect the Developer's rights.
- b. Any assessment of the Developer as a Unit Owner for capital improvements.
- c. Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in assessments for Common Expenses shall not be deemed to be detrimental to the sales of Units.

9.5 Transfer of Association Control. When Unit Owners other than the Developer elect a majority of the directors of the Association, the Developer relinquishes control of the Association, and the Unit Owners automatically assume control. At that time the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its 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 sixty (60) days' notice of the 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 Unit Owners other than the Developer refuse or fail to assume control.

10. AMENDMENT OF BYLAWS.

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

10.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (¼) of the total Voting Interests.

10.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

10.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, a proposed amendment to these Bylaws shall be adopted if it is approved at least two-thirds (2/3) of the Voting Interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

10.4 Recording; Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida. The certificate must identify the book and page of the public records where the Declaration of Condominium was originally recorded.

11. VOTING ON MASTER ASSOCIATION MATTERS.

The Association is entitled to one (1) representative on the Board of Governors of the Master Association, which representative shall be entitled to cast all votes of the members of the Association in the affairs of the Master Association as provided for in the Master Documents.

12. MISCELLANEOUS.

12.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

12.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

12.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing constitute the first Bylaws of The Manors at Fountain Lakes Condominium Association, Inc.