

*Welcome
to
Sungate Villas
Condo
Association, Inc.*

Professionally Managed by:



**8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
(239) 454-8568
Fax: (239) 454-5191**

PEGASUS PROPERTY MANAGEMENT

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Dear New Homeowner:

Welcome to your new home! We would like to take this opportunity to introduce Pegasus Property Management as the managing agent for your association and acquaint you with certain aspects of community living. Your Board of Directors has retained our company to manage the association's administrative needs and oversee the maintenance of the areas of which the association is in control. We help to facilitate the day-to-day affairs of the association by working at the direction of the Board and by communicating directly with the residents and vendors. Basically, all of the items listed on the association's budget fall under our responsibility. We handle all the correspondence such as notices of the meetings and elections, recording the minutes of the meetings, etc. We also oversee the maintenance of the grounds and help the Board enforce the governing documents.

We hope you will find the following information helpful.

Maintenance Fees – The association's expenses are prorated *quarterly*. It is important that your fees are paid on time in order to ensure the smooth operation of the association. *Quarterly statements are typically mailed to the residents in 20 days before the due date, and to the new owner in the event of a resale.*

Owner Information – We ask that you complete the enclosed unit owner questionnaire form and return it to our office so that we will have all the necessary information for billing purposes and in case of an emergency involving your home. You can also update your information directly on your web portal. Log-in information will be mailed/emailed following this notice.

Documents – Your seller should have provided you with a current and complete set of the association's documents. Please be sure to read your documents so that you become familiar with your rights and responsibilities as a homeowner. If you have any questions about your rights or the association's responsibilities, please call our office.

Rules and Regulation – All owners are supposed to read and agree to comply with the governing documents before purchasing their units. The rules and regulations are meant to protect all members of the association. Rules will be enforced by the Board of Directors for the betterment of the whole community and in order to maintain a pleasant place for everyone in the association to live.

Leasing your unit – All leases must be in writing and a copy of the lease must be forwarded to our office along with the Association's Lease Application and applicable fees. All leases must abide by your documents.

Key Access – The Florida State Statutes require that condominium unit owners supply the association with a key to their unit for emergency purposes. Florida Statutes 718.106 and 718.111 read: "The Association is granted, by statute, the irrevocable right of access to each individual condominium unit. Such access must be during reasonable hours for the purpose of maintenance, repair, or replacement of common elements or any portion of the unit for which the association is responsible. As well, the association may have access to units to make emergency repairs which are necessary to prevent damage to the common elements or to another unit, such as to repair a broken water pipe which could cause water intrusion into other units.

Meetings of the Association – One Annual Members Meeting is held for the purpose of electing the Board of Directors; one annual Budget Meeting is held by the Board of Directors for the purpose of approving the budget for the new year; Board of Directors Meetings will be held either as the documents require and/or as the Board deems necessary. All of the association's meetings are properly noticed according to your documents.

ACH- Want automatic payments for your quarterly association fees? Sign up for ACH with Pegasus Property Management. The form for you to fill out and submit back to our office is included in this packet.

IF YOU HAVE BILL PAY THROUGH YOUR BANK PLEASE MAKE SURE TO CHANGE THE ADDRESS TO:

C/O Valley National Bank
PO BOX 26109
Tampa Fl 33623

Pegasus Property Management is located at:

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Our office is open Monday through Friday. Office hours are 9:00 a.m. to 5:00 p.m. Our Answering Service will take your calls after hours.

In the event of a property-threatening emergency a manager will be contacted and will respond to you personally as soon as possible. If you have a concern which is not a property damaging emergency, please leave your name, phone number, association name and address, and a brief description with the answering service and your call will be responded to the next business day.

If you call our office to speak with your manager please recognize your manager may not always be able to speak to you personally because there is work outside of the office, on property, attending association meetings, etc. However, all staff will do their best to return your call within 24 hours, or by the next business day. Prior to stopping by the office to see your manager, we ask that you first call to make an appointment so that we can establish a mutually convenient time for a meeting.

Welcome to your new home!

Thanks for your attention,
Pegasus Property Management

Sungate Villas at Fountain Lakes Condominium Association, Inc.

C/O Pegasus Property Management
8840 Terrene Court, Unit 102
Bonita Springs, FL 34135
Phone: 239-454-8568
Fax: 239-454-5191
sales@pegasuscam.com

SALES APPLICATION

Mail or Drop off to:

**Sungate Villas at Fountain Lakes Condominium Association, Inc
c/o Pegasus Property Management
8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Telephone: (239) 454-8568 * Fax: (239) 454-5191**

Please submit application at least 20 days prior to closing date.

ATTACH THE FOLLOWING:

- ❖ **Copy of the Sales Contract**
- ❖ **\$150 Sales Fee (payable to: Pegasus Property Management)**
- ❖ **\$50 Sales Fee (payable to: Sungate Villas at Fountain Lakes)**
- ❖ **\$150 Bank Questionnaire Fee if applicable (payable to: Pegasus Property Management)**
- ❖ **PETS: No Pitbull's and no exotic pets including snakes may be kept onsite**

I (We) hereby apply for approval to purchase: Address: _____

_____ in the Sungate Villas at Fountain Lakes Condominium Association, Inc.

Closing date _____ Title Company or Attorney: _____

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full name of Applicant: _____

2. Full name of Spouse: _____

3. Home Address: _____

4. Telephone: Home: _____ Work: _____

5. Employer: _____

6. Position Occupied: _____

7. Person to be notified in case of emergency: _____

Address: _____ Phone: _____

8. The homeowner's documents of Sungate Villas at Fountain Lakes Condominium Association, Inc provide an obligation of unit owners that all units are for single family residence only. Please state the name, relationship and age of all other persons who will be occupying the unit regularly.

Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Make of automobile(s) / year / license number: _____

Make of automobile(s) / year / license number: _____

(No commercial or oversized vehicles outside)

10. Mailing address for billings and notices connected with this application:

Name: _____ Address: _____

City/State: _____ Zip: _____ Phone: _____

11. Name of current unit owner: _____ Phone: _____

12. Agent / Company: _____ Phone: _____

13. I am purchasing this unit with the intention to: (Please check one)

() Reside here on a full-time basis () Reside here part-time

() Lease the unit (one year minimum)

14. I am aware of and agree to abide by the Community Association Documents and Rules & Regulations. I acknowledge receipt of a copy of the Association rules _____ **(initial here)**. (Property owner should provide buyer with the Community Association Documents or they may be obtained through Lee County. If needed please contact Pegasus Property Management, where they will charge \$75 to provide Association Documents.)

15. I understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by Lessees and their guests, in accordance with the Documents and the Rules and Regulations of the Association.

Applicant Date

Applicant Date

() Applicant Approved

() Applicant Disapproved

Pegasus Property Management Date

FREQUENTLY ASKED QUESTIONS AND ANSWERS
SUNGATE NEIGHBORHOOD ASSOCIATION, INC.

As of January 1, 2026

Q: What are my voting rights in the condominium association?

A: Each unit shall have one full vote as a member of Sungate Neighborhood Association.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Each of the units shall be used as a single-family residence and for no other purpose.

Q: What restrictions exist on the leasing of my unit?

A: Only entire units may be rented. The minimum lease period is one year. All leases must be approved by the Association.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: 2122.37 due quarterly (January, April, July and October 1st)

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: Yes, Sungate Neighborhood Association is a member of Fountain Lakes Community Association, Inc., the "Master Association". Each owner has one vote for the Master Association. The Master Association assessments are included in the budget for the condominium association. There is a \$2,500 capital contribution fee paid to the master association at closing.

Q: Am I required to pay rent or land use fees for recreational or other community facilities?

A: No.

Q: Is the neighborhood association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

PROVIDED BY:

Pegasus Property Management
8840 Terrene Court Suit 102 Bonita Springs, FL 34135
Phone: 239-454-8568 Fax: 239-454-5191

Sungate Villas at Fountain Lakes Condominium Association, Inc.

C/o Pegasus Property Management
8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135
Office: 239-454-8568

OWNER INFORMATION CONSENT FORM

Name: _____ Date: _____

Address: _____

Sub Association: _____

Local Phone #: _____ Cell Phone #: _____ Northern Phone # _____

Email Address(s): _____

Northern Address: _____

City: _____ State: _____ Zip Code: _____

Pursuant to Section 718.111(12), Florida Statutes, only your name, parcel designation, mailing address and property address are official records of the Association and the Association is prohibited from disclosing any other information provided. That notwithstanding, you may consent for the information provided, such as your local phone number and email address, to be included in the Association's directory and/or web site, which will be published and provided only to members and residents of the community. By doing so, you further agree to release and hold the Association harmless for any use or misuse of this information.

YES / NO (Circle One) I hereby agree and consent to be duly notified for Sungate Villas at Fountain Lakes Condominium Association, Inc via e-mail of association meetings and other notices as permitted by law and I consent to an online voting system, if/when applicable in accordance with Florida Statutes.

Please return to Margaret@pegasuscam.com or mail to
Pegasus Property Management 8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135

Owner Signature

Owner Signature

Printed Name

Printed Name

ELECTRONIC PAYMENT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT

I hereby authorize Pegasus Property Management Inc. to initiate electronic debits to my account at the financial Institution named below. I also authorize Pegasus Property Management Inc. to credit my account in the event that a debit entry is made in error.

Further, I agree not to hold Pegasus Property Management Inc. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution.

This agreement will remain in effect until Pegasus Property Management Inc. receives a written notice of cancellation from me or my financial institution, or until I submit a new Electronic Payment Authorization form to Pegasus Property Management Inc.

Day of the month your account will be charged: **5TH** _____

ACCOUNT INFORMATION

Name of Financial Institution _____

Routing Number _____

Account Number _____

COMMUNITY INFORMATION

Association Name: _____

Address: _____

OWNER INFORMATION

Customer Name: _____

Customer Signature: _____ Date: _____

PLEASE CONFIRM THE INFORMATION FROM A CHECK. Pegasus will not be responsible for incorrect information provided. If you would like to send a voided check along with this application please send it to accounts@pegasusc.com or mail to:

Address: **Pegasus Property Management**
8840 Terrene Ct #102
Bonita Springs, FL 34135

The image shows a sample check with the following details:

- Payee: Paul Maple, Olivia Maple, 1234 Windy Oaks Drive, Anytown OR 00000
- Pay to the order of: _____
- Amount: \$ 1234 (written as 1234 and 15-0000/0000)
- Bank: ANYTOWN BANK, Anytown OR 90000
- Routing number: 250250025
- Account number: 2020201186
- Check number: 1234
- Annotations: "Routing number" and "Account number" are circled with arrows pointing to their respective fields. A box labeled "Do not include the check number" points to the check number field.
- Watermark: "SAMPLE" is written diagonally across the check.

SUNGATE VILLAS AT FOUNTAIN LAKES

Total Units: 23

ADOPTED 2026 ANNUAL BUDGET

FOR THE PERIOD: JANUARY 1, 2026 - DECEMBER 31, 2026

ACCOUNT NO.	DESCRIPTION	2025 BUDGET	8/31/2025 ACTUAL	9/1-12/31/25 ESTIMATED	2025 Estimated	Variance	2026 BUDGET	PER UNIT QUARTERLY	PER UNIT ANNUALLY
REVENUE									
6300	OPERATING ASSESSME	159394.14	87405.51	29135.17	116540.68	42853.46	161960.35	1760.44	7041.75
6850	RESERVE ASSESSMEN	28285.86	18857.28	6285.76	25143.04	3142.82	27559.65	299.56	1198.25
6450	INTEREST/LATE FEES	0.00	710.20	0.00	710.20	-710.20	0.00	0.00	0.00
6600	RENTAL INCOME	0.00	200.00	0.00	200.00	-200.00	0.00	0.00	0.00
6650	MISC INCOME	0.00	50.00	0.00	50.00	-50.00	0.00	0.00	0.00
6800	OPERATING INTEREST	0.00	5.78	0.00	5.78	-5.78	0.00	0.00	0.00
6950	PRIOR YEAR SURPLUS	11040.00	0.00	0.00	0.00	11040.00	5737.90	62.37	249.47
TOTAL REVENUE		198,720.00	107,228.77	35,420.93	142,649.70	56,070.30	195,257.90	2,122.37	8,489.47
ADMINISTRATIVE EXPENSES									
7043	MASTER ASSOC FEE	32200.00	21466.70	7155.57	28622.27	3577.73	34040.00	370.00	1480.00
7100	OTHER PROFESSION.	275.00	275.00	0.00	275.00	0.00	2375.00	25.82	103.26
7200	MANAGEMENT FEES	6780.00	4520.00	1506.67	6026.67	753.33	6780.00	73.70	294.78
7250	OFFICE SUPPLIES/PR	500.00	554.38	184.79	739.17	-239.17	1100.00	11.96	47.83
7320	DIVISION/CORP FEES	153.25	153.25	51.08	204.33	-51.08	153.25	1.67	6.66
7450	CONTINGENCY	95.89	0.00	0.00	0.00	95.89	100.00	1.09	4.35
TOTAL ADMIN		40,004.14	26,969.33	8,898.11	35,867.44	44,548.25	484.22	1,936.88	
INSURANCE									
7500	INSURANCE - ALL	48000.00	30827.95	10275.98	41103.93	6896.07	42500.00	461.96	1847.83
TOTAL INSURANCE		48,000.00	30,827.95	10,275.98	41,103.93	42,500.00	461.96	1,847.83	
UTILITY									
8050	WATER & SEWER	22,000.00	11,410.96	3,803.65	15,214.61	6,785.39	18,000.00	195.65	782.61
8070	IRRIGATION WATER	7,000.00	4,923.75	1,641.25	6,565.00	435.00	7,000.00	76.09	304.35
8200	TRASH	2,200.00	2,195.91	731.97	2,927.88	-727.88	2,800.00	30.43	121.74
8260	CABLE-SUMMIT BROA	11,040.00	0.00	0.00	0.00	11,040.00	11,040.00	120.00	480.00
TOTAL UTILITIES		42,240.00	18,530.62	6,176.87	24,707.49	38,840.00	422.17	1,688.70	
GROUNDS MAINTENANCE									
9010	LANDSCAPE CONTRA	22,200.00	14,850.00	4,950.00	19,800.00	2,400.00	22,200.00	241.30	965.22
9015	MULCH	750.00	0.00	750.00	750.00	0.00	750.00	8.15	32.61
9020	PLANTS/SOD	400.00	2,450.00	0.00	2,450.00	-2,050.00	800.00	8.70	34.78

9025	TREE WORK	3,000.00	937.00	312.33	1,249.33	1,750.67	3,000.00	32.61	130.43
9030	IRRIGATION REPAIRS	500.00	14,863.36	4,954.45	19,817.81	-19,317.81	1,500.00	16.30	65.22
9035	EXTERIOR PEST/WEE	2,400.00	2,670.00	890.00	3,560.00	-1,160.00	3,560.00	38.70	154.78
TOTAL GROUNDS MA		29,250.00	35,770.36	11,856.79	47,627.15		31,810.00	345.76	1,383.04
BUILDING MAINTENA									
9110	GENERAL BUILDING M	8,000.00	15,911.25	5,303.75	21,215.00	(13,215.00)	10,000.00	108.70	434.78
TOTAL BUILDING MAI		8,000.00	15,911.25	5,303.75	21,215.00		10,000.00	108.70	434.78
RESERVE									
9910	ROOF	12,777.21	8,518.16	4,259.05	12,777.21	0.00	12,777.21	138.88	555.53
9912	PAINTING	11,137.50	7,425.04	3,712.46	11,137.50	0.00	11,136.98	121.05	484.22
9915	PAVING	3,646.15	2,430.80	1,215.35	3,646.15	0.00	3,645.46	39.62	158.50
9935	GENERAL FUND	725.00	483.36	241.64	725.00	0.00	0.00	0.00	0.00
TOTAL RESERVE		28,285.86	18,857.36	9,428.50	28,285.86		27,559.65	299.56	1,198.25
TOTAL EXPENSES		\$ 184,740.00	\$ 146,866.87	\$ 51,940.00	\$ 198,806.87		\$ 195,257.90	\$ 2,122.37	\$ 8,489.47
TOTAL INCOME		\$ 187,680.00					\$ 189,520.00		
ANNUAL PER UNIT		\$ 8,160.00					\$ 8,240.00		
QUARTERLY PER UNI		\$ 2,040.00					\$ 2,060.00		

Sungate COA

Board of Director's Draft Budget For Reserves For Capital Expenditures And Deferred Maintenance

For the Period January 1, 2026 to December 31, 2026

	Estimated	Estimated	Estimated	Reserve	2025	Estimated	Total	Annual	2026
	Life When	Remaining	Replacement	Balance	Additional	EOY	Additional	Funding	Quarterly
Item	New (Years)	Life (Years)	Cost	8/31/2025	Funding/Expense	12/31/2025	Reserves	Required	Per
							Required	2026	Owner
Roofs	20	18	\$ 275,000.00	\$ 40,751.22	\$ 4,259.08	\$ 45,010.30	\$ 229,989.70	\$ 12,777.21	\$ 23.15
Painting	8	1	\$ 40,000.00	\$ 25,150.50	\$ 3,712.52	\$ 28,863.02	\$ 11,136.98	\$ 11,136.98	\$ 20.18
Paving	20	12	\$ 60,000.00	\$ 15,039.07	\$ 1,215.40	\$ 16,254.47	\$ 43,745.53	\$ 3,645.46	\$ 6.60
General fund	5	1	\$ 5,000.00	\$ 14,212.53	\$ 241.68	\$ 14,454.21	\$ -	\$ -	\$ -
Current Year - Reserve Interest				\$ 1,470.43		\$ 1,470.43		\$ -	\$ -
Totals			\$ 380,000.00	\$ 95,153.32	\$ 9,428.68	\$ 104,582.00	\$ 284,872.21	\$ 27,559.65	\$ 49.93

EXHIBIT "D"

RULES AND REGULATIONS

1. Only passenger automobiles and non-commercial pickup trucks and vans may be parked in the areas provided for that purpose. Boats, commercial trucks, campers and recreational vehicles may be parked only in garages and shall not be parked on the grounds for longer than 24 hours without approval of the Association. Bicycles shall be parked only in such areas as may be designated for that purpose.

2. Use of the Community Association recreational facilities will be in such manner as to respect the rights of others, and the Community Association may regulate such use.

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

4. In order to maintain uniformity of exterior appearance, no sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium property visible from the exterior of the buildings or from common areas without the prior written consent of the Association to maintain uniformity of exterior appearance. In certain instances Community Association approval will also be necessary.

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

OR2198 P04402

6. All units shall be used for residential purposes only. Occupancy of individual residential units shall not exceed six (6) persons without advance permission in writing from the Board of Directors or their designates.

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

8. Usual non-exotic household pets (with the exception of pit bulls and snakes, which are prohibited) may be kept on the premises by owners but not by guests or tenants provided, however, that if the Board of the Association shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises. Pets shall be kept caged or on hand held leash when outside a unit. Dogs that are prone to bark are not permitted to be kept unattended in screened lanais.

9. All persons occupying residential units other than the owners shall be registered with the manager or other designate of the Association, at or before the time of occupancy of the unit. This includes tenants.

10. A unit owner may lease his residential unit for a minimum term of one month and not more than three times in a calendar year. The Association shall require prior approval. A copy of the house rules must be given to the tenants by or on behalf of the unit owners.

11. The Association shall retain a pass key to the premises, and the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right of access to the premises.

12. There is no minimum age of children who may live in the condominium. It is well recognized, however, that children, particularly young children, may become a source of annoyance to adults. For this reason the activities and

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behavior of all children when upon the condominium's property shall be regulated by an adult, including physical supervision where necessary. The Directors, or their designated representative, shall at all times have the authority to reasonably require that the owner, lessee, guest or other adult who is responsible for a particular child remove him from any common element if the child's conduct is such that they believe this action is necessary.

13. These rules and regulations shall apply to owners, their family, tenants, guests and invitees.

14. All of the provisions and limitations of the Protective Covenants and Restrictions of the Fountain Lakes Community Association are incorporated herein by reference.

OR2198 P04404

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM AND BY-LAWS

4567683

SUNGATE VILLAS CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and Bylaws of Sungate Villas Condominium Association, Inc. which original Declaration of Condominium and Bylaws for SUNGATE VILLAS CONDOMINIUM were originally recorded in Official Records Book 2198 at Page 4337 and subsequently amended and recorded in Official Records Book 2209 at Page 1396, Book 2215 at Page 0399, Book 2223 at Page 3531, Book 2252 at Page 1815, Book 2296 at Page 3797, Book 2322 at Page 3548, Book 2348 at Page 3618, Book 2400 at Page 2798, Book 2424 at Page 3356, Book 2512 at Page 2927, Book 2602 at Page 1786, and Book 2782 at Page 1849, of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 18th day of January, 1999. Said amendment to the Declaration of Condominium and By-Laws were passed by a proper percentage of votes of the voting interests of the Association.

RECORDED BY
ELIZABETH TROOST, D.C.

AMENDMENT

DECLARATION OF CONDOMINIUM

SUNGATE VILLAS AT FOUNTAIN LAKES CONDOMINIUM

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

Amendment to Article 10.2.2, Declaration of Condominium:

~~Flood Up to the replacement cost of each building as available through the National Flood Insurance Program.~~ With respect to flood insurance, the amount of insurance, if any, shall be determined annually by the Board of Directors, or at such other intervals as determined by the Board. The Board of Directors may obtain a policy of flood insurance at less than the full insurable value, or may elect to obtain no flood insurance at all. The Board shall periodically notify unit owners of the amount of flood insurance obtained pursuant to the Association's master flood insurance policy, if any, so that unit owners may purchase additional flood insurance coverage, should they desire to do so.

DR3076 P62371

IN WITNESS WHEREOF, we have affixed our hands this 28th day of January, 1999, at Lee County, Florida.

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

SUNGATE VILLAS CONDOMINIUM ASSOCIATION, INC.

BY: *[Signature]*
Francis Camacho, PRESIDENT

ATTEST: *[Signature]*
Lillian Camacho, SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF LEE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Francis Camacho and Lillian Camacho, well known to me to be the President and Secretary respectively of SUNGATE VILLAS CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January, A.D. 1999.

My Commission Expires:

[Signature]
NOTARY PUBLIC

Prepared by:
Francis Camacho President
C/O Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907



DR3076 PG2372

99 FEB 15 AM 11:18

CHARLIE GREEN, CLERK
LEE COUNTY, FL

FREQUENTLY ASKED QUESTIONS AND ANSWERS

SUNGATE VILLAS AT FOUNTAIN LAKES
CONDOMINIUM ASSOCIATION, INC

As of 1/00

Q: What are my voting rights in the condominium association?

A: Each unit shall have one full indivisible vote. Declaration of Condominium 5.8 & 5.9

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Units shall be used for single family residential purposes only. Owners are permitted pets with the exception of pit bulls and snakes. Declaration of Condominium 12.3 & Rules and Regulations 8

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Written notice in the form of an application shall be given the Association. A \$100 application fee is required. The minimum leasing period is one year. Tenants and guests are not permitted pets. Declaration of Condominium 13.1

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Maintenance fees for 2000 are \$215.00 per unit per month. They are due the 1st day of each month. Declaration of Condominium 4.19

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: Yes, Fountain Lakes Community Association. The assessment for 2000 is \$43.00 per unit per month and are included in your regular maintenance fees.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

6. MAINTENANCE RESPONSIBILITY - The responsibility for maintenance of the Condominium shall be as follows:

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

6.1.1. STRUCTURAL - Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof and floors. Also, wiring, piping, ductwork and other mechanical, electrical or other installations or equipment serving the common elements or more than one unit.

6.1.2. NEGLIGENCE - Provided that if the maintenance and repair and replacement of any of the common elements, the items in 6.1.1. above or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

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

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

6.2.1. SPECIFIC ITEMS - To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows and glass panels, hurricane shutters, doors except exterior surface paint or stain, screens, frames, hardware, appliances, fixtures, switches, compressors, air handlers, wiring, piping, ductwork and plumbing

serving only the particular unit, whether located inside or outside the unit.

6.2.2. EXTERIOR APPEARANCE - A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building exterior to the unit unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for interior decorating or for placing appropriate furniture on lanais or terraces, but does include blinds or shutters including but not limited to hurricane shutters of all types other than those installed by the Developer as part of the construction of the condominium.) Unless otherwise approved, curtains, blinds and drapes shall be white, off-white or soft pastel in color or lined with materials of these colors.

6.2.3. NO ALTERATION OF COMMON ELEMENTS - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easements; provided that two units within the same ownership and adjacent may be connected by doorways through common elements walls; provided that approval in writing is obtained in advance from the Association and that all applicable government agencies approve and grant permits and that the entire expense is borne by such owner. The Association may require approval from engineers or other professionals as a prerequisite.

7. COMMON ELEMENTS

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

7.2. NO PARTITION - Being owned in undivided shares, no action for partition of the common elements shall lie.

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

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

7.5. MATERIAL ALTERATIONS AND ADDITIONS - Except for changes made by an owner with Association approval per 6.2.3. or by the Board of Directors alone, for the integrity of the condominium property, material alteration of or substantial additions to the common elements may be effectuated only by vote of 67% of the voting interests of the Condominium at a meeting called for the purpose. Provided, however, that the Association is authorized to enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other facilities whether or not contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners..

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

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

10. INSURANCE - In order to adequately protect the Association, the Association property and the Condominium property required to be insured by the