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 **DIANNE M. RACINE**
MY COMMISSION # CC 847298
EXPIRES: May 14, 2001
Bonded Thru Notary Public Underwriters

AMENDED AND RESTATED

DECLARATION
of
BROOKSHIRE VILLAGE I CONDOMINIUM

SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION AS AMENDED TO DATE FOR ORIGINAL TEXT

1. Introduction.

1.1 Creation. This condominium was created by a Declaration recorded February 25, 1987, in Official Records Book 1900, Page 353, Lee County Public Records. Submission of the land and units described in Exhibit "A" attached to the original Declaration and as subsequently amended to the condominium form of ownership and the easements to persons created by that document remain effective. The submission of the aforesaid lands to the Condominium form of ownership is hereby ratified, subject to the Act as defined in subsection 2.1 hereof.

1.2 Name. The name by which this condominium is identified is BROOKSHIRE VILLAGE I CONDOMINIUM (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration of Condominium, the Articles of Incorporation, the Bylaws and in their exhibits, and as they may hereinafter be amended, have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it now exists or as it may be amended from time to time including the definitions therein contained.

2.2 "Articles" means Articles of Incorporation as attached hereto as Exhibit "A".

2.3 "Assessment" means a share of the funds required for payment of common expenses which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against the Unit.

2.4 "Association" means BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation Not For Profit, the entity responsible for operation of the Condominium.

- 2.5 "Building" means the structure or structures in which the Units are located, regardless of the number thereof.
- 2.6 "Bylaws" mean the Bylaws of the Association as attached hereto as Exhibit "B".
- 2.7 "Common elements" mean and include:
- (a) The portions of the condominium property not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for furnishing of utility and other services to Units and the common elements.
 - (c) An easement of support in every portion of a Unit which contributes to support of the building, including but not limited to load bearing interior walls within the units.
 - (d) The property and installations required for furnishing of utilities and other services to more than one Unit or to the common elements.
 - (e) Any other parts of the condominium property designated as common elements in this Declaration.
- 2.8 "Common expenses" mean and include expenses and assessments properly incurred by the Association for the Condominium, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of common elements and Association property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by the Condominium Act, the Declaration, the documents creating the Association, or the Bylaws. Common expenses may also include insurance for directors and officers, road maintenance and operation expenses, in-house communications, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the common elements or property of the condominium.
- 2.9 "Common surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, above the amount of common expenses.

- 2.10 "Condominium parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit and when the context permits, the term includes all appurtenances to the Unit.
- 2.11 "Condominium property" means the land and personal property subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.12 "County" means the County of Lee, State of Florida.
- 2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.14 "Improvements" mean structures and artificial changes to the natural environment (exclusive of landscaping) located on the condominium property, including, but not limited to, the building.
- 2.15 "Limited common elements" mean those common elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit, and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area (e.g. air compressors) shall serve to define the area as a limited common element. Reference herein to common elements also include limited common elements unless the context would prohibit or it is otherwise expressly provided.
- 2.16 "Unit" means a part of the condominium property subject to exclusive ownership.
- 2.17 "Unit Owner" or "Owner of a Unit" means the Owner of a condominium parcel.
3. Description of Condominium.
- 3.1 Identification of Units. The condominium property includes six residential buildings containing 48 Units. Each Unit is identified by a numeric designation.
- 3.2 Unit Boundaries. Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said

boundaries are intended to be as follows and shall be determined in the following manner:

(.1) **HORIZONTAL BOUNDARIES:** The upper and lower boundaries of the units shall be:

(i) **UPPER BOUNDARY** - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

(ii) **LOWER BOUNDARY** - The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

(.2) **VERTICAL BOUNDARIES:** The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common areas.

3.3 Limited Common Elements. Each Unit has, as limited common elements appurtenant thereto:

(a) Assigned Parking Spaces.

(i) Assigned Spaces for Units. Each Unit is entitled to exclusive use of one covered parking space.

(ii) Limited Common Element. An assignment of any parking space grants only the exclusive use thereof as a limited common element appurtenant to the particular Unit.

(b) Exchanging Parking Places.

(i) Permission of Association. Upon application to and with the permission of the Association two or more unit owners may consent to the reassignment of parking spaces.

(ii) Application. The application must be signed by all of the owners of each of the units involved.

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

- (a) Support. Each Unit has an easement of support and of necessity and is subject to an easement of support and necessity in favor of all other Units and the common elements.
- (b) Utility Services; Drainage. Easements are reserved under, through and over the condominium property as may be required for utility and other services and drainage in order to serve the Condominium; provided, however, such easements running through a Unit are limited to those provided in the plans and specifications for the building, or existing in the building as constructed or reconstructed, unless approved in writing by the affected Unit Owner. A Unit Owner may do nothing within or outside his/her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee has a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and common elements contained in the Unit or elsewhere in the condominium property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, should not unreasonably interfere with the Unit Owner's permitted use of the Unit.
- (c) Encroachments. If (a) any portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common elements; or (c) any encroachment that may occur as a result of:
- (i) construction of the improvements;
 - (ii) settling or shifting of the improvements;
 - (iii) any alteration or repair to the common elements made by or with the consent of the Association, or
 - (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other

casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the improvements stand.

- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, exists for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
 - (e) Additional Easements. The Association through the Board of Directors has the right to grant such additional electric, gas, or other utility or service easements, or relocate any existing utility or service easements or drainage facilities, in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Association deems necessary or desirable for the property operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or relocation of existing easements will not prevent or unreasonably interfere with reasonable use of the Units for dwelling purposes.
 - (f) To the extent applicable, the Association confirms and ratifies any easements heretofore recorded of Public Record, which benefit the Condominium Property.
4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the common elements and common surplus appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant limited common elements, shall not be separated therefrom and shall pass with title to the Unit, whether or not separately described. The appurtenant share in

the common elements and common surplus, and the exclusive right to use all limited common elements appurtenant to a Unit, cannot be conveyed or encumbered except together with the Unit, except as specified in subsection 3.3 herein. The respective shares in common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements, the condominium property, or any part thereof, shall lie except as provided herein.

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

5.1 Percentage Ownership and Shares. The undivided interest in the common elements and common surplus, and the share of the common expenses, appurtenant to each Unit, is 1/48th.

5.2 Voting.

(a) In any meeting of members the owners of condominium units are entitled to cast one vote for each condominium unit owned.

(b) In the event that multiple owners, shareholders, partners of a unit owned by more than one person, a corporation, partnership, or other entity cannot agree on how a particular unit's vote is to be cast, no vote will be counted for that unit.

6. Amendments. Except as elsewhere provided herein, this Declaration may be amended in the following manner:

6.1 Method of proposal. A resolution for adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by sixteen (16) or more of the voting interests of the Association.

6.2 Notice. The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

6.3 Adoption. An amendment so proposed may be approved by written agreement of a majority of all voting interests, or by a majority of voting interests present, in person or by proxy, and voting at a duly called meeting of the Association.

6.4 Errors and Omissions. If non-material errors or omissions occur in the proposed amendments they may be rectified by a majority of the Board of Directors.

6.5 Execution and Recording. An amendment, shall be evidenced by a certificate of the Association which must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Lee County.

6.6 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment can change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares common expenses and owns common elements and common surplus, unless the record owner(s) thereof and all mortgagees and lienors, whose mortgages or liens are of record, join in execution of the amendment.

7. Maintenance, Repair and Alterations. Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

7.1 Association Maintenance.

(a) Common Elements. The maintenance, repair and replacement of all common elements and limited common elements (except as set forth to the contrary herein), and Association property, shall be performed by the Association, and the cost is a common expense. Association maintenance shall include, but not be limited to, painting, roofing, and maintaining portions of the condominium property exposed to the elements, but shall not include maintenance of screen frames or screening, lanai or patio enclosures, or other portions of the condominium property which exclusively service or benefit a particular unit. The Association's maintenance responsibility includes, without limitation, all electrical conduit, rough plumbing, and other installations located within a unit but serving another unit, or located outside 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 the unit and serving only that unit.

7.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation, maintenance, repair and replacement of screens (including hardware and framing), windows and window glass (including sliding glass doors and other glass partitions and the structural components thereof); also unit service door, excepting that the Association will paint these named doors when it is painting the building exterior (but not at other times); and all other doors and the

structural components thereof (including hardware) within the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections); appliances; all portions of the heating and air conditioning equipment and utility installations in connection therewith (no matter where located); carpeting and other floor covering, (including lanai and balcony areas); door and window hardware; locks; appliances, other facilities or fixtures located or contained entirely within his own unit which serve only his own unit; and all other interior walls (including interior walls which form a part of the outer side of the building). 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, after the work has been completed and invoices have been submitted verifying the costs of repair.

The unit owner shall also have the responsibility to obtain the prior approval of the Association before performing any maintenance responsibilities which require changes or alterations to the physical appearance of the condominium property, excavation, access to building roofs, removal or modification of any interior partitions, the use of heavy or noisy equipment or such other actions as may cause concern for the peace and safety of the condominium and its residents. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- a. Use of licensed and insured contractors;
- b. Oversight by the Association or its agent;
- c. Submission of plans as to the scope of the contemplated repair;
- d. Restrictions as to hours of work;
- e. Imposition of time limits in which jobs must be completed.
- f. Restrictions as to equipment that may be parked or stored on or near the condominium property during construction.
- g. Restrictions as to storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as an owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree, and provided that the owner is deemed to

consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under this Declaration of Condominium.

With regard to balconies, lanais or patios, the unit owner who has the right to the exclusive use of said balcony, patio, or lanai shall be responsible for the maintenance, care and preservation of the floor coverings, the screens and frames, storm shutters and other enclosures, as well as fixed and/or sliding glass doors in portions of the entrance way, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association shall be responsible for maintenance, repair and replacement of balcony floors, ceilings and exterior portions, and also the building walls enclosed by the balconies, provided that painting and regular maintenance (nonstructural) of building walls enclosed by screen patios, balconies and lanais shall be done by the unit owners, subject to the uniformity of appearance and other criteria set forth in these condominium documents. The Association shall paint the interior balcony walls and ceilings in connection with painting of the exterior of the building and at such time, the cost thereof shall be a common expense.

Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, ceiling fans, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens,, bathrooms, porches, foyers, and utility or laundry rooms. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior approval of the Board of Directors.

The appearance of porches, lanais, balconies, courtyards, and like areas, including screens and frames , hardware, storm shutters, fencing and other items and portions of the building or other structures or improvements visible from the exterior of the unit, shall be subject to the rules and regulations of the Association as promulgated by the Board of Directors. There shall be no enclosure of screened porches, balconies or lanais with glass, solid structures, or otherwise without the prior approval of the Board of Directors. The Board may regulate permissible balcony floor coverings and may require the removal of floor coverings, if necessary, for the preservation of the structural integrity of the building.

If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements, the unit owner shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said

financial responsibility, which may be recorded in the Public Records of Lee County, if so desired by the Association, to place record notice that such responsibility passes with title to the unit.

7.3 Alterations by Unit Owners. No owner may make or permit the making of any modifications or alterations to his unit, the common elements, or the limited common elements, or in any manner, change the exterior appearance of any portion of the condominium or any portion of the unit visible from the exterior of the building, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. The Board may take into account uniformity of appearance, compatibility with architecture in Brookshire Village I or the Brookshire development, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building. Any glass, screen, curtain, blind, shutter or awning which may be installed where visible from outside the unit is subject to regulation by Board of Directors.

7.4 Alterations by Association. There shall be no material alterations or substantial additions to the common elements or association property, except as authorized by the Board of Directors. Provided, however, that if any material alteration or substantial addition requires the expenditure of more than five percent of the Association's annual budget, including reserves, for the year in which the work is to be done, the Board shall obtain approval of a majority of voting interests present (in person or by proxy) at an Association meeting or by written agreement of a majority of the entire voting interests. Necessary maintenance of the common elements, regardless of the level of expenditure, is the responsibility of the Board of Directors.

7.5 Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have the right to enter the owner's unit, institute legal proceedings at law or in equity to enforce compliance, or to take any and all other lawful actions to remedy such violation, including entering the unit and performing the maintenance functions, in which event the unit owner shall be charged for the costs of such activities by the Association, which shall be a charge against the unit as in the case of any other assessment.

7.6 Negligence. Damage Caused by Condition of Unit. Each unit owner shall be liable to the Association for the expenses of any maintenance repair or replacement of common elements, Association property, or maintenance of such portions of the unit as are the responsibility of the Association, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, whether caused by the owner's negligence or otherwise, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement. 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 at the unit owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the owner. Unit owners are required to shut off all water valves when they will be absent from their units for any extended period, unless the unit is being regularly inspected by a caretaker.

7.7 Exterior Alterations. No Unit Owner shall cause or allow improvements or changes to the exterior of a Unit, or the interior of any balcony or patio which is part of the Unit or the building, including, but not limited to, painting or other decoration of any aesthetic nature, the installation of electrical wiring, antennas, machines or air conditioning units which may protrude through the walls or roof of the building or in any manner change the appearance of any portion of the building, without obtaining the prior written consent of the Association through the Board of Directors.

8. Mandatory Membership.

- 8.1 There are mandatory memberships in a master association associated with this condominium for operation and maintenance of certain common properties.
- 8.2 Unit owners are required to pay their share of the cost and expense of maintenance, management, upkeep, replacement and assessments under the Master Declaration of Covenants, Conditions and Restrictions for Brookshire Bath & Tennis Club Association.
- 8.3 This condominium is part of and subject to the Master Declaration of Covenants Conditions and Restrictions for Brookshire Bath & Tennis Club Association, dated January 8, 1987 and recorded in Official Record Book 1892 beginning at Page 3646 of Lee County Florida.

8.4 Each owner of a condominium unit in this condominium is automatically a member in the Brookshire Bath & Tennis Club Association, Inc., a corporation not-for profit created to maintain certain common properties as defined in the Declaration of Covenants, Conditions and Restrictions as above referenced.

9. Operation of the Condominium by the Association.

9.1 Powers and Duties. The Association is the entity responsible for operation of the Condominium. The powers and duties of the Association also include those set forth in the Bylaws and Articles as amended from time to time. In addition, the Association has the powers and duties set forth in the Act, as well as powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of common elements therein, or for making emergency repairs therein necessary to prevent damage to common elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.

The unit owner will provide the Association with keys to his/her unit to permit performance of the above mentioned functions. Failure to supply the keys will render the unit owner fully responsible for all damages resulting from forced entry. If the entrance is damaged in order to gain access and remains unlocked, the unit owner, not the Association, will be responsible for theft and/or damage to his/her property and to common elements.

- (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace common elements.
- (c) The duty to maintain accounting records according to good accounting practices, which are open to inspection by Unit Owners or their authorized representatives at reasonable times.
- (d) The power to enter into contracts with others, for valuable consideration, for maintenance and management of the condominium property and in

connection therewith to delegate the powers and rights herein contained, including, without limitation, making and collecting assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof.

- (e) The power to adopt and amend Rules and Regulations covering details of the operation and use of the units and condominium property.
- (f) In the event of conflict between the powers and duties of the Association as set forth in the Declaration, Articles of Incorporation and Bylaws, the Declaration takes precedence over the Articles of Incorporation and Bylaws, and the Articles of Incorporation takes precedence over the Bylaws.
- (g) The power to acquire property or otherwise hold, convey, lease and mortgage association property for the use and benefit of its members with the same approval of unit owners as needed to amend the Declaration.

9.2 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the property.

9.3 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her Unit.

10. Determination of Common Expenses and Other Charges and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration. The Board of Directors will advise Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the

common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or Bylaws of the Association or by the Association. The Budget shall include reserves for repair or replacement. Any budget adopted is subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws.

11. Collection of Assessments.

11.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his/her share of the common expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit for which the assessments are made.

11.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest at the maximum rate allowed by law. The Association has a lien on each condominium parcel for unpaid assessments on such parcel, with interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County and shall relate back to the date of the filing of the Original Declaration of Condominium.

11.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested,

addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

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

11.5 Other Remedies. Notwithstanding any other remedy available to the Association under the Declaration, these By-Laws, or applicable law, the Association shall have the following options when payment of assessments are in default and the unit is under lease.

(a) The Association may, without order of court, direct rental income (by written notice to the tenant by copy to owner) from units in default to be paid directly to the Association until all outstanding assessments, interest, late fees, costs and attorney's fees and receiver's fees (if applicable) are satisfied.

(b) As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

(c) In lieu of either of the foregoing, the Association may elect to terminate any existing leases with respect to units in default and prohibit the unit from being rented in the future until the default is cured.

(d) The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies. All tenants who rent units in this condominium are deemed to assent to terms of this provision.

11.6 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due assessments in

relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (1995) and (1996 Supp.) as amended from time to time.

- 11.7 Possession of Unit. Any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and other charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.
- 11.8 Certificate of Unpaid Assessments. A Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him/her with respect to his/her Unit.
12. Insurance. Insurance covering the Condominium shall be governed by the following provisions:
- 12.1 Purchase, Custody and Payment of Policies.
- (a) Purchase. All insurance policies covering the condominium property shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.
 - (b) Named insured. The named insured shall be the Association individually and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.
 - (c) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association to each Institutional First Mortgagee if requested in writing.
 - (d) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon their personal property and for their personal liability and living expense and for flood damage to their property.

12.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The building as defined by the Act, and improvements on the common elements shall be insured in an amount not less than 100% of the replacement value thereof, excluding foundation and excavation costs, and may contain reasonable deductible limits, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (ii) Such other risks as from time to time are customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and hired and unowned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the condominium property or adjoining driveways and walkways, or any work, matters or things related to the condominium property or this Declaration and its exhibits, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Workers Compensation
- (d) Machinery Insurance.
- (e) Plate Glass Insurance.
- (f) Flood Insurance. If deemed necessary or appropriate by the Board of Directors and in such amounts deemed appropriate by the Board of Directors.
- (g) Fidelity Insurance/Fidelity Bonds. The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or

disburse funds of the association. The fidelity bond or insurance policy shall be in an amount necessary to cover the maximum funds that will be in the custody of the association or its managing agent at any one time and in no event less than the minimum levels established by the Florida Condominium Act. As used in this section, the term "persons who control or disburse funds of the association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the association. The association will bear the cost of bonding.

- (h) Umbrella Liability in an amount of at least \$1,000,000
- (i) Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (j) Deductible. The deductible applied to any loss shall be paid by the Association if the damage is to an element to be maintained or replaced by the Association. The deductible for any loss will be paid by the unit owner if the damage is to an element to be maintained or replaced by the unit owner.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

- (i) subrogation against the Association and against the Unit Owners individually and as a group,
- (ii) the clause that reserves to the insurer the right to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,
- (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

12.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the insured, including mortgagees of Units requesting same. Prior to

obtaining any policy of fire insurance or any renewal thereof, the Board of Directors may obtain an appraisal of the full replacement value of the building and the insured improvements on the common elements including the Units and the common elements therein, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this section.

12.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Units or their appurtenances or of the common elements by particular Unit Owners shall be assessed against and paid by such Owners.

12.5 Insurance Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear.

(a) Common Elements. Proceeds on account of damage to the common elements shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the common elements appurtenant to each Unit.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When the building is to be restored - for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(ii) When the building is not to be restored - an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his/her Unit.

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

12.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association or other named insured shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- (a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein.
- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial Owners. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by them.
- (c) Certificate. In making distribution to Unit Owners and their mortgagees, any named insured may rely upon a certificate of the Association made by the President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

12.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.8 Unit Owner's Personal Coverage. The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his/her Condominium Unit nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner if such Owner so desires to purchase and pay for insurance as to all such and other risks.

12.9 Benefit of Mortgagees. Certain provisions in this section 14 entitled "Insurance" are for the benefit of mortgagees of Condominium Units and may be enforced by such mortgagees.

13. Reconstruction or Repair After Fire or other Casualty.

- 13.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the building and improvements as a result of fire or other casualty the Board of Directors shall arrange for the prompt repair and restoration of the building. If 75% or more of the buildings are substantially damaged or destroyed and if Unit Owners owning thirty-six (36) of the Units duly and promptly resolve not to proceed with the repair or restoration thereof and the Institutional First Mortgagee holding the greatest number of mortgages approves such resolution, the condominium property will not be repaired and shall be subject to an action for partition instituted by any Unit Owner, mortgagee or lienor, as if the Condominium property were owned in common in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the common elements, provided, however, that no payment will be made to a Unit Owner until there has first been paid off out of his/her share of such fund all mortgages and liens on his/her Unit in the order or priority of such mortgages and liens. Whenever in this section the words "promptly repair" are used, it shall mean repairs as soon as reasonable possible and generally not more than ninety (90) days from the date the total funds are available except in a "disaster" as determined by the Board of Directors.
- 13.2 Plans and Specifications. Any reconstruction or repair must be made, by licensed and insured contractors approved by the Board of Directors, substantially in accordance with the plans and specifications for the original improvements; or if not, then in accordance with plans and specifications approved by the Board of Directors, or by the Owners of thirty-six (36) of the units, including the Owners of all Units (and their respective mortgagees) the plans for which are to be altered.
- 13.3 Special Responsibility. If the damage is only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 13.4 Assessments. If the proceeds from insurance including the deductible are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon

completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the Owner's share in the common elements, and on account of damage to Units alone, in proportion to the cost of repairing the damage suffered by each Unit Owner as determined by the Association (without regard to improvements which may have been made to certain Units by the Unit Owners thereof).

13.5 Construction Funds. The funds for payment of the costs of reconstruction and repair after casualty, which shall consist of proceeds from insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. The Association will hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance. The proceeds of insurance collected on account of a casualty and by the Association from collections of assessment against Unit Owners on account of such casualty, will constitute a construction fund to be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association \$100,000.00 or less, then the construction fund will be disbursed in payment of such costs upon the order of the Board of Directors of the Association.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$100,000.00, then the construction fund will be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Common Surplus. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance would be considered common surplus.

(iv) Surplus. It shall be presumed the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund from assessments of owners after payment of all costs of reconstruction and repair for which the fund is established the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

13.6 Benefit of Mortgagees. Certain provisions in this section 13 are for the benefit of mortgagees of Units and may be enforced by any of them.

14. Condemnation.

14.1 Deposit of Awards. The taking of portions of the condominium property by condemnation shall be deemed to be a casualty, and awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though awards may be payable to Unit Owners, Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit Owner in the amount of his/her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

14.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

14.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not

terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

14.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be 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 assessed against 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 the Unit is reduced by the taking, the percentage representing the share in the common elements and of the common expenses 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 new shares as reduced by the taking.

14.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, 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 award shall be paid first to Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not habitable; second to the Association for any due and unpaid assessments; third jointly to the Unit Owners and mortgagees of Units in an amount not to exceed the market value of the Unit immediately prior to the taking and

with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the common elements.

- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the common elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.
- (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 follows:
 - (i) Add the total percentages of all Units of continuing Owners prior to the adjustment (the "Percentage Balance");
 - (ii) Divide the preadjustment percentage of each Unit of a continuing Owner by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.
- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagee as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Owners in the common elements after the changes effected by the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit

and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Units in proportion to the shares of the Owners in the common elements as they exist prior to the changes effected by the taking.

- 14.6 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. If the balance of the funds does not exceed the cost of the work any remaining funds shall be considered common surplus.
- 14.7 Amendment of Declaration. The changes in Units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all members of the Board of Directors.
15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be restricted to and shall be in accordance with the following provisions:
- 15.1 Occupancy. Each Unit shall be used as a single family residence only. Single family shall mean one person, or not more than two unrelated persons living and cooking together as a single housekeeping unit or three or more persons living and cooking together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Unit at one time. In no event may more than six (6) persons occupy a two-bedroom Unit for more than an occasional period. In no event may more than four (4) persons reside in a two-bedroom Unit for more than an occasional (one "occupancy" during a three

month period) period. When used in this section "occupy" shall mean occupancy for no more than seven (7) nights and "reside" shall mean occupancy for more than seven (7) nights.

- 15.2 Transient Use. A Unit may not be occupied for transient purposes. Transient is meant to mean more than one occupation during any three (3) month period.
- 15.3 Pets. One dog (not to exceed 25 pounds) or one cat or one other small household pet or tropical fish or parakeet size birds, may be kept in each unit, provided they are not kept, bred nor maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. No pet owner is permitted to leave excretions of their pet on the common elements.
- 15.5 Use of Common Elements. The common elements shall be used only for furnishings of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 15.6 Nuisances. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the condominium property by its residents. No "yard sales" or the like are permitted.
- 15.7 No Improper Uses. No immoral, improper, offensive, hazardous, or unlawful uses shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the condominium property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth.
- 15.8 Exterior and Landscaping Improvements. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building (including awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass, fruit, vegetable or other plant life outside his/her Unit, without the prior written consent of the Association through the Board of Directors.

- 15.9 Use of Parking Space/Vehicle Restrictions. Any vehicle may be prohibited from parking on the property if at the sole discretion of the board of directors it is not reflective of community standards so as to prevent "junkers" from being parked on the property. No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven consecutive days shall be presumed to be unable to operate on its own power. Any member of the board, or any of the boards' agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the board, the vehicle may be towed at the owner's expense. This section shall not be construed to prohibit a unit owner from leaving his/her vehicle in an assigned carport during an extended period of absence.
- 15.10 WATER BEDS. No unit owner, or lessee of a unit owner, shall install or maintain a flotation bedding system in a unit without obtaining prior written approval of the Association. Approval of the Association shall be conditioned upon the unit owner, or the unit owner's lessee, providing the Association with flotation insurance as is standard in the industry, in an amount deemed reasonable by the association in its sole determination, so as to protect the Association and other unit owners against personal injury and property damage to other units or the common elements related to its presence in the unit. Nothing herein shall prevent the Association from adopting additional Rules and Regulations concerning installation or maintenance of same in a unit, provided the Rules and Regulations bear a reasonable relation to the protection and/or enjoyment of other unit owners or residents in the condominium, or the Association. The term "flotation bedding system", as used herein, is intended to cover waterbeds of all types, however manufactured.

16. Lease, Sale Disposition, Financing.

In order to assure a community of congenial residents and thus protect the value of the units, the conveyance and leasing of the units by any owner shall be subject to the following provisions:

16.1 Leasing of Units.

- (a) Single Family Use Only. Only entire units may be rented or leased. A lease is any use of a unit by a person other than the owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of units. "Rent Sharing" or the renting of rooms is prohibited. Units may only be occupied by tenants as a single family residence. Single family means one person or not more than two unrelated persons living together as a single housekeeping unit or three or more persons living together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption.
- (b) Term, Maximum Occupancy. All leases shall be for a minimum period of sixty (60) consecutive days or two calendar months, and no more than one year. All leases shall be limited to two (2) permanent occupants per bedroom. A permanent occupant shall include any person who resides in a unit for any period exceeding fourteen (14) days during any calendar year.
- (c) Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law. No fee may be collected in connection with an application to renew a previously approved lease. The Board may require an interview of any proposed tenant and his spouse, if any and all proposed occupants of a unit as a condition for approval.

- (d) Tenant Conduct, Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the condominium Documents, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as common expense charges.
- (e) Security Deposit. The Board of Directors shall have the authority as a condition of granting approval to a lease or renewal thereof to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion

as provided in Part II of Chapter 83 of the Florida Statutes (1995) as amended from time to time.

- (f) Approval Process, Disapproval. Any owner intending to lease his unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval by sending written notification to the unit owner with such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

- (i) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (ii) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;
- (iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;

- (iv) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;
- (v) All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

16.2 Forms of Ownership.

- (a) Ownership By Individuals. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (b) Co-Ownership. Co-ownership of units may be permitted. 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 was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 16. 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, or revolving accommodations for several individuals or families. The approval of a trustee, or corporation 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 this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article. No more than one such change will be approved in any twelve (12) month period.
- (d) Designation of Primary Occupant. Within thirty (30) days of the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections (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 shall 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 16.3 below. In that event, the life tenant shall be the only member from such unit, and occupancy of the unit shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the condominium documents or law may be given by the life tenant alone, and the vote, 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.

16.3 Transfers.

- (a) Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed, installment sales contract, or other similar transactions) without prior written approval by the Board of Directors.
- (b) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. 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 by adoption.
- (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 16.4 below.
- (d) Delegation of Approval Right. To facilitate transfers proposed during time when many of the members are not in residence, the Board of Directors may delegate its approval powers by

resolution to a single Board member, committee or to a managing agent who shall be a properly licensed community association manager. The Board's designee shall be empowered to execute Certificates of Approval or Consent to Transfer forms on behalf of the Association.

16.4 Procedures.

(a) Notice of Association.

- (i) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances and the sale shall not be closed until such information has been provided to the Board and it has reviewed the information, which it must do within thirty (30) days, as specified below. The Board may require an interview of any purchaser or donee and his spouse, if any, and all proposed occupants of a unit as a condition for approval.
- (ii) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.
- (iii) Failure to Give Notice. If no notice is given, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with

the required notice and request reconsideration.

- (b) Time Limit For Action. Within thirty (30) days of receipt of the required notice and all information or appearances requested, the Board shall approve or disapprove the transfer by sending written notification to the unit owner within such time frame. If the Board neither approves nor disapproves within the thirty (30) days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval or Consent of Transfer form to the transferee.

(c) Disapproval.

- (i) Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

- (1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (3) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (4) The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.
- (5) The person seeking approval has a history of disruptive behavior or disregard for

the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;

- (6) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (7) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or
- (8) All assessments and other charges against the unit have not been paid in full.

(ii) Right of First Refusal, Duty to Provide Alternate Purchaser. Except as further provided herein, if the Board disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser within sixty (60) days after written notice of disapproval together with the Board's written notice to the owner of its intent to exercise the right to purchase is sent to the unit owner or at such later date as the parties may agree. Should a transfer be rejected on the grounds for disapproval set forth in (i) above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If the grounds for disapproval set forth above are not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

(iii) Arbitration of Price Dispute. If an application for transfer raises a question, in the Board's judgement, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Lee County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association.

Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

- 16.5 Fees for Processing Applications for Approval to Purchase or Lease. Whenever herein the Board's approval is required to allow the sale or lease, other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the approval, such fee not to exceed the maximum permitted by law.
- 16.6 Mortgages and Liens. No Association approval is required for purchase money first mortgages made by lending institutions primarily engaged in the business of making purchase first money mortgages, or purchase money first mortgages carried by the former owner of the unit (i.e. "seller financing") exclusive of a transfer of equitable title by way of agreement for deed, or installment sales contract. Application for approval of all other mortgages and liens shall be made a least thirty (30) days in advance of the proposed mortgage and may be denied by the Board, if, in the judgement of the Board, approval of the mortgage or lien is contrary to the best interests of the condominium as a whole. The Board may establish reasonable conditions on the approval of such mortgages or liens, including but not limited to the agreement of second, third, etc. mortgagees to subordinate their lien to the lien of the Association as created herein.
- 16.7 Unapproved Transactions. Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
- 16.8 Loaning of Units. Occupancy of units in absence of approved owner(s) when the approved owner(s) thereof is/are not likewise in occupancy, the following requirements shall apply. The owner(s) or agent of the owners, who must supply the Association with written proof of such agency, shall be required to provide the association with written notice of the fact that the unit will be occupied in the absence of the owner(s), and provide such information concerning the occupant(s) as the Board may reasonably require, including, but not limited to, the name(s) of the occupant(s), their permanent address, and such other information as the Board may deem to be reasonably necessary in order to make sure the intended occupancy is in compliance with all restrictions upon the use of units in the condominium. The information required hereunder must be provided to the Board or its agent not less than fourteen (14) days prior to occupancy of the unit by the

occupant(s). Occupancy by any persons in absence of the approved lessee(s) is prohibited.

17. Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his/her negligence or by that of any member of his/her family or his/her or their guests, employees, agents or lessees.

17.2 Maintenance. In the event a Unit Owner fails to maintain his/her Unit or common elements within their sphere of responsibility in the manner herein required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance; or the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner in compliance herewith, and to collect such assessment and have a lien therefor as elsewhere provided. In addition, the Association has the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions.

17.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable costs and attorneys' fees, including appellate fees.

17.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights do so thereafter.

18. Termination of Condominium. The Condominium shall continue until terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or such time as withdrawal of the condominium property from the provisions of the Act is authorized by a vote of at least 80%

of the Voting interests. In the event such withdrawal is authorized as aforesaid, the condominium property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the common elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his/her share of such net proceeds all mortgages and liens on his/her Unit in the order of their priority. The termination of the Condominium in either of the foregoing manner shall be evidenced by a certificate of the Association executed by the President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

19. Indemnification.

19.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his/her duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe his/her conduct was unlawful.

- 19.2 Expenses. To the extent a Director, officer, employee or agent of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in section 19.1 above or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.
- 19.3 Approval. Any indemnification under section 19.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in section 19.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.
- 19.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Association as authorized in this section.
- 19.5 Miscellaneous. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, both as to action in his/her official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such person.
- 19.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such,

whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this section.

20. Covenant Running With the Land. All provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressed herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Owner of all or any part thereof, or interest therein, and his/her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and Rules and Regulations, as they may be amended from time to time. Amendments to the Rules and Regulations governing the use of the Condominium Property may be made by the Board of Directors, as provided in the Bylaws. It shall not be necessary for amendments to the Rules and Regulations to be recorded upon the Lee County Public Records in order for same to be effective. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and Rules and Regulations of the Association by such Unit Owner, tenant or occupant.

21. Shared Irrigation Expense.

21.1 The existing well and pump located in Brookshire Village I Condominium is for the use of Brookshire Village I Condominium, Brookshire Village II Condominium, Brookshire Village III Condominium, Brookshire Village IV Condominium and Brookshire Bath & Tennis Club.

21.2 The maintenance and operation of the well and pump shall be by Brookshire Village I Condominia Association, Inc. and the cost of the operation and maintenance of the well and pump shall be by determined by Brookshire Village I Condominium Association, Inc., in an amount based on the square footage of the area in each entity being served by the well and pump.

21.3 The cost of operation and maintenance of the well and pump shall be billed by and paid to Brookshire Village I Condominium Association, Inc. in the following percentages: Brookshire Village I Condominium - 23.6%, Brookshire Village II Condominium - 15.7%, Brookshire

Village III Condominium - 15.7%, Brookshire Village IV Condominium - 15.7% and Brookshire Bath & Tennis Club - 29.3%. These percentages may be changed if circumstances so dictate.

22. Additional Provisions.

- 22.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by mail to the Association at the address the Association may designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail or hand delivery to the address as may be designated by him/her from time to time, in writing to the Association.
- 22.2 Exhibits. There is hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.
- 22.3 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.5 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.
- 22.6 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.


22.7 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each occupant by reason of his/her occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration, and the Articles and Bylaws of the Association, are fair and reasonable in all material respects.

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

22.9 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

Exhibit A - Articles of Incorporation
B - Bylaws

State of Florida



Department of State

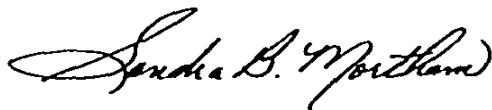
I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on November 24, 1997, for BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N17430.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fifth day of November, 1997



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

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Exhibit "A" to the Declaration of Condominium

AMENDED AND RESTATED

SUBSTANTIAL REWORDING OF ARTICLES
SEE ORIGINAL ARTICLES OF INCORPORATION FOR ORIGINAL TEXT

ARTICLES OF INCORPORATION
FOR
BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation for the Brookshire Village I Condominium Association, Inc. originally filed with the Florida Department of State the 21st day of October, 1986, under Charter Number N17430. Matters of only historical interest have been omitted. Amendments included have been added pursuant to F.S. 617.

ARTICLE 1

NAME

The name of the corporation shall be BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", The Declaration of Condominium as "Declaration", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain condominium located in Lee County, Florida, and known as Brookshire Village I Condominium (the "Condominium").

ARTICLE 3

DEFINITIONS

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLE 4

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles or of the Act.
- 4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act as it may be amended from time to time, except as limited by these Articles as they may be amended from time to time, the Bylaws as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time including but not limited to the following:
- (a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.
 - (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium property and other property acquired or leased by the Association for use by Unit Owners.
 - (d) To purchase insurance upon the Condominium property and insurance for the protection of the Association, its officers, Directors, and members as Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the Unit Owners.
 - (f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration.

- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium property.
 - (h) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.
 - (i) To employ personnel to perform the services required for proper operation of the Condominium.
- 4.3 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of income. The Association shall make no distribution of income to its members, Directors or officers.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of all of the record owners of units in the Condominium, and after termination of the Condominium shall consist of those who were members at the time of the termination and their successors and assigns.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any

person or entity owning more than one unit shall be entitled to one vote for each Unit owned.

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

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE 8

DIRECTORS

- 8.1 Number and qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be members or the spouse of a member of the Association.
- 8.2 Duties and powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 8.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 9

BYLAWS

The Bylaws of this Corporation may be altered, amended or repealed in the manner provided in the Bylaws.

ARTICLE 10

AMENDMENTS

These Articles may be amended in the following manner:

- 10.1 Method of proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by members representing not less than sixteen (16) of the voting interests of the Association.
- 10.2 Notice. The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 10.3 Adoption. An amendment so proposed may be approved by written agreement of a majority of all voting interests, or by a majority of voting interests present, in person or by proxy, and voting at a duly called meeting of the Association.
- 10.4 Errors or Omissions. If non-material errors or omissions occur in the proposed amendments they may be rectified by a majority of the Board of Directors.
- 10.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the public records of Lee County, Florida.

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ARTICLE 11

REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

IN WITNESS WHEREOF, the subscribers have affixed their signatures the day and year set forth below.

These Amended and Restated Articles of Incorporation were duly adopted by the required percentage of voting interests at a meeting on November 5, 1997.

IN WITNESS WHEREOF, we have affixed our hands this 7th day of November, 1997 at Lee County, Florida.

WITNESSES:

BROOKSHIRE VILLAGE I CONDOMINIUM
ASSOCIATION, INC.

Marilyn R. Myli
Printed Name: Marilyn R. Myli
Mark R. Benson
Printed Name: MARK R. BENSON

BY: Martin Latter
Martin Latter, PRESIDENT

Marilyn R. Myli
Printed Name: Marilyn R. Myli
Mark R. Benson
Printed Name: MARK R. BENSON

ATTEST: Patricia Latter
Patricia Latter, SECRETARY
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 7th day of November, 1997 by Martin Latter, as President and Patricia Latter, as Secretary of Brookshire Village I Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Dianne M. Racine
Notary Public

Printed Name: DIANNE M. RACINE

My commission expires:

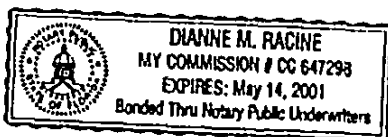


Exhibit "B" to the Declaration of Condominium

AMENDED AND RESTATED
BYLAWS OF

BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit
under the laws of the State of Florida

SUBSTANTIAL REWORDING OF BYLAWS
SEE ORIGINAL BYLAWS AS AMENDED TO DATE FOR ORIGINAL TEXT

1. Identity. These are the Bylaws of BROOKSHIRE VILLAGE I CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit under the laws of the State of Florida, as now exist and as may be amended, organized for the purpose of administering that certain condominium located in Lee County, Florida known as BROOKSHIRE VILLAGE I CONDOMINIUM (the "Condominium").
 - 1.1 Principal Office. The principal office of the Association shall be at BROOKSHIRE VILLAGE I Condominium, or at such other place as may be designated by the Board of Directors.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" the Articles of Incorporation of the Association as the "Articles" and the Declaration of Condominium as the "Declaration." The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 Annual Meeting. The annual members meeting shall be held on the date, at the place, and at the time, as determined by the Board of Directors. The purpose of the meeting shall be to elect Directors, transact any other business authorized to be transacted by the members or stated in the notice of meeting sent to Unit Owners in advance thereof.

- 3.2 Special Meetings. Special members' meetings shall be held at such place and time as called by the President or a majority of the Board of Directors, and must be called by the President or Secretary upon receipt of a written request from a majority of the voting interests of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 3.3 Notice of Meeting. Written notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the President, Secretary or their designee. A copy of the notice shall be posted at a conspicuous place on the Condominium property and a copy shall be sent by mail or hand delivered to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the meeting. The mailing or delivery shall be to the address of the Unit Owner as it appears on the records of the Association. The mailing or delivery shall be not less than fourteen (14) days before the date of the meeting. Proof of notice shall be given by affidavit.
- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of a majority of the voting interests of the Association.
- 3.5 Voting.
- (a) Number of Votes. In any meeting of members, the owners of units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.
 - (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration the terms "majority of the Unit Owners", "majority of voting interests" and "majority of the members" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.
- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and

shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

- 3.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 3.8 Order of Business. The order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be established by the Chairman.
- 3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4. Directors.

- 4.1 Membership. The affairs of the Association shall be governed by a Board of three (3) members. Directors must be Unit Owners or the spouse of a Unit Owner.
- 4.2 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.
 - 4.2.1 Not less than 60 days before a scheduled 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 person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with

the costs of mailing and copying to be borne by the Association.

- 4.2.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.
- 4.2.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.
- 4.2.4 It is the intention of this Article 2.4 to "opt out" of the statutory election procedures found at Section 718.112(2)(d), Florida Statutes (1995). To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these By-Laws relative to election procedures is sufficient.
- 4.3 Term. Directors shall be elected for a one (1) year term. Directors shall serve for their elected or appointed term or until their successors have been elected or appointed and qualified.
- 4.4 Organizational Meeting. The organizational meeting of a newly-elected or appointed Board of Directors shall be held immediately following the annual meeting.
- 4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director at least forty-eight (48) hours prior to the meeting. Meetings of the Board of Directors shall be open to all Unit Owners, except as otherwise provided by law and notice of such meetings shall be posted conspicuously at the Condominium property forty-eight (48) consecutive hours in advance for the attention of the members, except in the event of an emergency.
- 4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two (2) of the Directors. Notice of the meeting shall state the time, place and purpose of the meeting.

- 4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his/her attendance is for the express sole purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.
- 4.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the Directors concurrence in the actions taken at the Board meeting.
- 4.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the President or in his absence, the Vice President. In the absence of, or by request of either presiding officer, the Directors present may designate anyone to preside.
- 4.12 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.13 Vacancies. Vacancies on the Board of Directors shall be filled by the remaining Directors even though the remaining Directors may be less than a quorum.
5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts in executing

such powers except such acts which by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but not be limited to, without limitation (except as limited elsewhere herein) the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the expenses required for the operation of the Condominium and the Association.
- (c) Collection of the assessments for common expenses from Unit Owners required to pay same.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (e) Adoption and amendment of the Rules and Regulations concerning the details of the operation and use of the condominium property.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing otherwise acquiring Units in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Units by the Association.
- (k) Obtaining and reviewing insurance for the condominium property.
- (l) Making repairs, additions and improvements to, or alterations of, the condominium property, and repairs to and restoration of the condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

- (n) Levying fines against the Unit for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners.
- (o) Contract for the management of the Condominium and delegate to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to be approved by the Board of Directors or other Unit Owners; to contract for the management or operation of portions of the condominium property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Unit Owners. In exercising this power the Association may contract with affiliates of itself.
- (p) At its discretion, to authorize Unit Owners or other persons to use common elements such as social rooms, meeting rooms, pool terraces, etc., for private parties and gatherings and to impose reasonable charges for such private uses.
- (q) To exercise all powers specifically set forth in the Declaration, the Articles, these Bylaws, and in the Florida Condominium Act, and all powers incidental thereto.
- (r) To impose a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the amount allowed by law.
- (s) To appoint committees, as determined desirable by the Board of Directors. Meetings of committees shall not be subject to posting and unit owner observation requirements unless so ordered by the Board of Directors, or required by law.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and hire such agents and designate their

powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers must be Directors. Assistant officers need not be directors.

- 6.2 President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he/she in his/her discretion may determine appropriate.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/she also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He/she shall attend to the serving of all notices to the members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He/she shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such but shall be entitled to reimbursement for expenses reasonable incurred.

8. Resignations. Any Director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - 9.1 Budget. The Board of Directors shall from time to time, and at least annually, adopt a budget for the Condominium (which shall be detailed and shall show the amounts budgeted by accounts and expense classifications), determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration.
 - 9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each month or as determined by vote of the membership, but in no event less frequently than quarterly, of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. If quarterly payments are approved, such payments shall be due the first day of each quarter, January 1, April 1, July 1, and October 1.
 - 9.3 Assessments for Charges. Charges by the Association against members for other than common expenses shall be payable in advance. These charges may be collected by assessment in the same manner as common expenses, and

when circumstances permit, those charges shall be added to the assessments for common expenses. Charges for other than common expenses may be made only after notice to the member or when expressly provided for in the Declaration or the exhibits annexed thereto as the same may be amended from time to time, which charges may include without limitation charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

- 9.4 Special Assessments. Assessments for common expenses, that cannot be paid from the annual assessments for common expenses, shall be due and shall be paid in such manner as the Board of Directors may require in the notice of assessment.
- 9.5 Depository. The depository of the Association shall be such bank or banks, savings banks, other insured depositories, money market funds, or government securities as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from assessments or contributions to working capital may be commingled in a single fund or divided into more than one fund, as determined by a the Board of Directors as permitted by law.
- 9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him/her by registered or certified mail, whichever shall first occur.
- 9.7 Fidelity Bonds. The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this section, the term "persons who control or disburse funds of the association" includes, but is not

limited to, those individuals authorized to sign checks, and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.

- 9.8 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.
- 9.9 Accounting Records and Reports. The Association shall maintain accounting records in the County, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually.
- 9.10 Application of Payment. All assessment payments made by a Unit Owner shall be applied as provided by law.
10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his/her ownership, mailing address and phone number.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
12. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:
 - 12.1 Method of proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than sixteen (16) of the voting interests of the Association.
 - 12.2 Notice. The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
 - 12.3 Adoption. An amendment so proposed may be approved by written agreement of a majority of all voting interests, or by a majority of voting interests present, in person or by proxy, and voting at a duly called meeting of the Association.

- 12.4 Errors and Omissions. If non-material errors or omissions occur in the proposed amendments they may be rectified by a majority of the Board of Directors.
- 12.5 Execution and Recording. An amendment, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Bylaws is effective when properly recorded in the public records of Lee County.
13. Rules and Regulations. The Board of Directors, may from time to time modify, amend or add to such Rules and Regulations concerning use, transfer, maintenance, appearance or occupancy of the condominium property. Copies of the Rules and Regulations shall be furnished to each Unit Owner.
14. Fining. The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations by owners, family members, guests, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall exceed such maximum amount as is permissible by law.
- (a) Notice. 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 said notice shall include:
- (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, or Rules and Regulations which have allegedly been violated;
 - (3) A short and plain statement of the matters asserted by the Association.
- (b) Hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The hearing shall be held before a

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Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorney's fee incurred before trial, at trial and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensee, invitees and tenants.

- (c) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

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