RETURN TO LENNAR HOMES, INC.
5245 BIG PINE WAY, #102
FORT MYERS, FL 33907

3748746

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DECLARATION OF

SOUTHBRIDGE CONDOMINIUM NO. 3

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Lennar Homes, Inc., a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission:

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

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

1.3 Name. The name by which this condominium is to be identified is: Southbridge Condominium No. 3 (hereinafter called the "Condominium").

2. Definitions. The following terms which are used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning described 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 exists on the date hereof.

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

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner.

2.4 "Special Assessment" means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

2.5 "Condominium Association" means Southbridge Condominium No. 3 Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.6 "Property Owners Association" means the Southbridge Property Owners Association, Inc., a Florida corporation not-for-profit, the entity responsible for the ownership, management, maintenance and operation of the Common Open Space as defined in the Declaration for the Southbridge Property Owners Association.

2.7 "Association Property" means that property, real and personal, in which title or ownership is vested in the Condominium Association for the use and benefit of its members.

2.8 "Building" means the structure in which the Units are located on the Condominium Property.

2.9 "By-Laws" means the By-Laws of the Association.

2.10 "Common Elements" shall mean and include:

(a) The portions of the Condominium Property which are not included within the Units;

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and Common Elements;

(c) An easement of support in every portion of the Unit which contributes to the support of the Building;

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: SUSAN THOMSON •

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

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(e) Any other parts of the Condominium Property designated as Common Elements in the Declaration;

(f) Common Elements includes Limited Common Elements.

2.11 "Common Expenses" means all expenses incurred and Assessments (and Special Assessments levied against all of the Units of the Condominium) by the Association for the Condominium and shall include:

(a) Expenses of administration and management of the Condominium property.

(b) Expenses of taxes, insurance, maintenance, operation, repair and replacement of Common Elements, Limited Common Elements, and of the portions of the Units, if any, to be maintained by the Association.

(c) Costs and expenses of capital improvements, betterments and additions to the Common Elements.

(d) Costs and expenses of carrying out the powers and duties of the Association, including any expenses allowable for services being rendered by a management company with which the Association may contract.

(e) Expenses declared Common Expenses by the provisions of this Declaration or by any instrument annexed as an Exhibit hereto.

(f) Any valid charge against the Condominium Property as a whole.

2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including but not limited to, Assessments, Special Assessments, rents, profits and revenues on account of the Common Elements, above the amount of Common Expenses.

2.13 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units as specified in this Declaration. Reference herein to Common Elements shall include all Limited Common Elements unless the context would prohibit such inclusion or it is otherwise expressly provided.

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

2.15 "Condominium Property" means the land and personal property that are subject to condominium ownership under the Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 "County" shall mean Lee County, Florida.

2.17 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which the Condominium will be created.

2.18 "Developer" shall mean and refer to Lennar Homes, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

2.19 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) on the Condominium Property, including but not limited to, the Building.

2.20 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage banker, real estate or mortgage investment trust, pension fund, Developer, GNMA, FNMA, FHLMC, VA, FHA, or any other

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lender, or its loan correspondent or agency of the United States Government, holding, guaranteeing or insuring a first mortgage on a Unit or Units.

2.21 "Management Contract" means and refers to that certain agreement, which provides for the management of the Condominium Property.

2.22 "Management Firm" means and refers to the corporation, its successors and assigns, identified as the Management Firm in the Management Contract. The Management Firm shall be responsible for the management of the Condominium Property as provided in the Management Contract.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns at any time first mortgages encumbering Units which secure a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.25 "Unit Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel.

2.26 "Voting Certificate" means a document which designates one of the record title Owners, or the corporate partnership, or entity representative who is authorized to vote on behalf of a Unit owned by more than one Owner or by any entity.

2.27 "Voting Interest" means the voting rights distributed to the Association members pursuant to the Act and Section 5 of this Declaration.

3. Description of Condominium.

3.1 Identification of Units. The Land has constructed thereon four (4) buildings containing twenty-two (22) Units. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "3" attached hereto. Exhibit "3", together with this Declaration is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with a Unit, as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Condominium Association designated in this Declaration with the full voting rights appertaining thereto; and (e) other appurtenances as may be provided in this Declaration. Time-share estates will not be created with respect to any Unit in the Condominium.

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

(a) Upper and lower boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper boundaries. The horizontal plane of the unfinished lower surface of the ceiling.

(ii) Lower boundaries. The horizontal plane of the unfinished upper surface of the floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

3.3 Limited Common Elements. Units shall have, as Limited Common Elements appurtenant thereto:

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(a) Patios. Each Unit shall have a covered patio abutting it for the exclusive use of the Unit Owner owning such Unit. The Unit Owner shall be responsible for maintenance and care of the patio, including, without limitation, all wiring, electric outlets, lighting fixtures and screening. A Unit Owner may not enclose exterior patios without the prior written consent of the Management Firm, if applicable, and the Board of Directors of the Association.

(b) Air conditioner condensing unit. If located within the Condominium Property, each Unit Owner shall be responsible for the maintenance and care of the air conditioner condensing unit.

(c) Mailboxes. If located within the Common Elements, each Unit shall be entitled to the exclusive use of one (1) mailbox which the Developer shall assign to the Unit at closing.

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

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

(b) Utility and Other Services; Drainage Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall 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.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by 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 so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and occupant, their respective guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this Subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements. In addition, there is hereby created a non-exclusive easement in favor of all of the Owners of residential Units, residents and their guests and invitees in the Development for ingress and egress over that portion of the Common Elements, if any, designated for vehicular and pedestrian traffic.

(e) Construction. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction or warranty repair or replacement thereof, of any Improvements or Unit located or to be located thereon.

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

(g) Additional Easements. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing 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 shall deem necessary or desirable for the proper operations 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 or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in the Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforedescribed appurtenances to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

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

5.1 Fractional Ownership and Shares. The undivided fractional interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses appurtenant to each Unit, is set forth in Exhibit "2" annexed hereto.

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

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

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

(a) An approval of a proposed amendment which materially amends any of the provisions of the Declaration which establishes, provides for, governs or regulates any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination of such liens;

(3) Reserves for maintenance, repair or replacement of the Common Elements;

(4) Insurance or Fidelity Bonds;

(5) Rights to use the Common Elements;

(6) Responsibility for maintenance and repair of the Units and the Common Elements, including the Limited Common Elements;

(7) Merger of the Association with another association or the addition, annexation or withdrawal of property to or from the Condominium;

(8) Boundaries of any Unit, subject to Paragraph 10 hereof;

(9) The interests of Unit Owners in the Common Elements;

(10) Convertability of Units into Common Elements or of Common Elements into Units;

(11) Leasing of Units;

(12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey a Unit;

(13) Establishment of self-management by the Association where professional management has been required by HUD, VA, FNMA or FHLMC;

(14) Any provisions included in the Declaration, By-Laws or the Articles of the Association which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium;

except where a larger percentage is otherwise provided under the laws of the State of Florida or in this Declaration, must be approved by not less than 67% of the Voting Interests of all of the members of the Association. As to items (8), (9) and (10) above, the approval of eligible holders of Institutional First Mortgages on Units to which at least 51% of the votes of Units subject to a mortgage appertain is required. To be eligible, a holder of a first mortgage must, in writing to the Association, request to be noticed of proposed amendments to the Declaration.

(b) All other approvals of amendments to the Declaration must be approved by the affirmative vote of:

(1) Unit Owners owning in excess of 50% of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than 66-2/3% of the Board of Directors of the Association; or

(2) Unit Owners owning not less than 80% of the Voting Interests represented at any meeting at which a quorum has been attained; or

(3) 100% of the Board of Directors; or

(4) Not less than 50% of the entire membership of the Board of Directors in the case of amendments to sections of this Declaration that are reasonably required by insurers or the Primary Institutional First Mortgagee.

6.2 By the Developer. Provided said changes, alterations, additions and improvements are (1) not inconsistent with the terms and provisions of the Act and the applicable rules of the Florida Department of Business and Professional Regulation, and (2) as more particularly described in the Offering Circular or prospectus required under the Act, the Developer shall have the right without the consent or approval of the Board of Directors or Unit Owners to provide additional and/or expand and/or alter recreational or other commonly used facilities; provided that the relocation or alteration does not materially adversely affect the market value or the ordinary use of the units owned by Unit Owners other than the Developer.

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6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording date identifying the Declaration and shall be executed in the form required for the execution of a Deed. Amendments by the Developer must be evidenced in writing, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of the County.

6.4 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text". Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

6.5 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance; or shall an amendment make any change in the sections hereof entitled "Reconstruction or Repair After Casualty" or "Condemnation" unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment.

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or the Limited Common Elements or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefor or as otherwise directed by the Association. Additionally, each Unit Owner shall pay all charges for utility services metered directly to his Unit.

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

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

(a) Where a Limited Common Element consists of a patio, every Unit Owner who has the right to the exclusive use of a patio shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, and the fixed and/or sliding glass door(s) of the entrance way(s), or other

portions of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

(b) Storage space and/or utility space, if applicable.

(c) Air conditioner condensing unit, if applicable.

7.4 Miscellaneous. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by plumbers or electricians duly licensed and qualified to perform such services in Lee County, Florida.

8. Additions, Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of $5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements or any part thereof costing in the aggregate of $5,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

9. Additions, Alterations or Improvements by Unit Owners and Developer.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Elements without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance from and after that date of installation or construction thereof as may be required by the Association. Unless expressly permitted in writing by the Association, the installation of any floor covering, other than padded carpeting or well padded vinyl title, is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproof according to general architectural and engineering standards presently observed in the community.

9.2 Additions, Alterations or Improvements by Developer. The Association shall have the right, with the approval of a majority of the Voting Interests of the Association, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements). If the Association alters the floor plans of the building, the Association will cause an amendment to the Declaration to be recorded showing said changes.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of Section 9.2 above, the Developer shall have the right, with the approval of

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a majority of the Voting Interests of the Association, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) combine contiguous Developer-owned Units; provided however, that the number of Units and their apportionment percentage interest in the Common Elements and share of the Common Surplus and Common Expenses as set forth herein shall not be changed by reason thereof unless the Owner of all Units affected by said change shall consent thereto, and provided further, that the Association shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Association may relocate and alter Common Elements adjacent to such Unit provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer.

11. Operation of the Condominium by the Association; Power and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and By-Laws of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

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

(c) The power to charge a use fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Association Property.

(d) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

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

(f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or voting interests of the Unit Owners as may be specified in the By-Laws with respect to certain borrowing.

(g) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the voting interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the

Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

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

(i) The power to levy reasonable fines against a Unit for failure of the Owner or its occupant, licensee or invitee to comply with any provision of this Declaration, the By-Laws or the rules and regulations.

(j) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

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

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

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

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

12. Determination of the Common Expenses 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 the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements, Special Assessments levied against all of the Units of the Condominium, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations, or by the Association. Except as provided by law, any reserve funds may be used as the Board shall determine from time to time and need not be restricted to replacements or otherwise. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. Collection of Assessments and Special Assessments.

13.1 Liability for Assessments and Special Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Special Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments and Special Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

13.2 Default in Payment of Assessments or Special Assessments for Common Expenses.

Assessments, Special Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest rate allowable by law from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments and Special Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments and Special Assessments or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the asssociation, the amount due and the due dates. No such lien shall continue for a longer period than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, Special Assessments, interest, costs, and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments and Special Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments and Special Assessments without waiving any claim of lien.

Notwithstanding the above, a Unit Owner acquiring title to the Unit shall pay the amount owed to the association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

13.3 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 and Special Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and Special Assessments, including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit the 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 and shall not apply if an action to foreclose a mortgage on the Unit is pending before any court, if the Association's rights would be affected by such foreclosure, and if actual, constructive or substitute service of process has been made on the Unit Owner.

13.4 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.

13.5 First Mortgagee. A first mortgagee, or its successor or assignees, who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of titile, shall be limited in its liability to the lesser of: (i) for the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (ii) one (1%) percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

13.6 Developer's Liability for Assessments. (i) The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending one year from the first day following the month in which the Certificate of Occupancy is issued, (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over $110.48 per unit per month, which is the amount of assessment in the Estimated Operating Budget contained in the Offering Circular (Prospectus) delivered to such Unit Owner when such owner contracted to purchase the Unit, if applicable; and provided further that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The period that Developer is excused from the payment of the share of Common Expenses and Assessments relating to Units it is offering for sale may be unilaterally extended by the Developer for one or more successive periods of one year each until such time as the Developer does not own any units in the Condominium.

(ii) No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget contained in the Offering Circular (Prospectus) delivered to such Unit purchaser or Owner when such Unit purchaser or Owner contracted to purchase the Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.

13.7 Certificate of Unpaid Assessments. The Association shall provide a certificate stating all Assessments, Special Assessments, and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel, within 15 days after request by a Unit Owner or Institutional First Mortgagee.

13.8 Installments. Assessments or Special Assessments may be collected monthly or quarterly in advance, at the option of the Association, from time to time.

13.9 Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

14. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

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

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

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

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

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

(f) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property and for their personal liability and living expense and for any other risks.

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

(a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding electrical fixtures, appliances, air conditioning or heating equipment, water heaters, built-in cabinets, floor coverings, wall coverings and ceiling coverings, all furniture, furnishings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

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

(b) Liability. Comprehensive general public liability 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 the Association or this Declaration and its exhibits, with such coverage as shall be required by the Association, but with combined single limit liability of not less than $1,000,000 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workers' compensation and other mandatory insurance, when applicable.

(d) Flood insurance, if required by the Primary Institutional First Mortgagee or if the Association so elects.

(e) Fidelity insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any.

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(i) Such fidelity bonds shall name the Association as an obligee;

(ii) The fidelity bonds shall be in not less than the following amounts: (i) if the Association's annual gross receipts do not exceed $100,000, the bond shall be in the principal sum of not less than $10,000 for each such person; (ii) if the Association's annual gross receipts exceed $100,000, but do not exceed $300,000, the bond shall be in the principal sum of $30,000 for each such person; and (iii) if the Association's annual gross receipts exceed $300,000, the bond shall be in the principal sum of not less than $50,000 for each such person. The premiums on such bonds shall be paid by the Association as a Common Expense;

(iii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(iv) The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a Common Expense;

(v) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee;

(vi) When required, such bonds shall provide that the FNMA Servicer receive notice of any cancellation or modification of the bonds, on behalf of FNMA.

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

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owner's 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-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, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

14.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the named insured, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be paid to the insurance carrier on a monthly, quarterly, semi-annual or annual basis, as the Board of Directors deems appropriate.

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

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respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain options or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively, the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. Except as set forth in Section 15.1, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial Owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

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

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

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

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or 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.

14.8 Unit Owners Personal Coverage. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his 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 other risks not covered by insurance carried by the Association.

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

14.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the above, if 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagee and the Board of Directors of the Homeowners Association approves such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order or priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, nor not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to

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reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

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

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

15.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee (if appointed) and funds collected by the Association from Special Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total Special Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than $10,000, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee (if appointed). In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $50,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $50,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that

the estimated cost of reconstruction and repair of such damage to each affected Unit Owners bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

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

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by the Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Owners, not to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 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 eminent domain shall also be deemed to be a casualty.

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

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

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

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, an amendment to the Declaration must be recorded in the Public Records; however, no amendment may change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment, and unless the record owners of a majority of the other Units approve the amendment.

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

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

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

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

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). Such adjustments in the distribution of shares in the Common Elements, Common Expenses and Common Surplus shall be made by amendment, which amendment shall be approved by the record owner of the unit and all record owners of liens on the Unit and the record owners of amajority of the other Units in the Condominium.

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

(d) Special Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit

Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

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

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the Mortgagees of the Unit.

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

16.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is approved by the record owner of the Unit and all record owners of liens on the Unit, as well as the record owners of a majority of the Units in the Condominium.

17. 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:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be.

Occupants of an approved lease or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices, other offices or management services.

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17.2 Children. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these restrictions and all rules and regulations of the Association.

17.3 Pets. Except on the approval of the Board of Directors, each Unit shall be allowed to house only two (2) dogs or two (2) cats so long as each dog or cat weighs thirty (30) pounds or less when full grown; or one dog which weighs sixty (60) pounds or less when full grown. Each Unit may also house domestic birds or fish. No other type of pet shall be permitted in any Unit or on the Common Elements. Pets shall be kept within a Unit and not be permitted on any portion of the Condominium Property except when adequately secured and restrained by a leash, where applicable, and all such pets shall be walked in such areas designated by the Association so as to control the deposit of animal waste on the Condominium Property. No guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property. No animals shall be allowed to commit a nuisance in any public portion of the Condominium Property. The term "pet" shall be limited to a dog, cat, fish or small domestic birds. Dogs may not be kept in Limited Common Elements when the Owner is not in the Unit. Each Unit Owner or Lessee owning a pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Unit Owner's pet. Without limiting the generality of Section 18 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

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

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

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

17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover relating to any portion of the Condominium Property, shall be corrected 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. No waterbeds are to be brought into the Units for any reason whatsoever.

17.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. No lease for a Unit shall be for a term of less than one (1) month, and no unit may be leased more frequently than three (3) months per year. Unit Owners wishing to lease their Units shall be required to provide the Association with a copy of the lease prior to occupancy by the tenant, and to place in escrow with the Association a sum to be determined by the Association which may be used by the Association to

repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge determined by the Association, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. All leases shall also comply with and be subject to the provisions of Section 18 hereof.

17.9 Exterior Improvements; Landscaping. Without limiting the generality of Section 9.1 or Section 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

17.10 Floor Coverings - Noise Abatement. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to common areas and that such noise is unreasonable, then the Owner of such Unit shall, at his expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

17.11 Effect on Developer; Association. With the exception of Sections 17.3 and 17.8 hereof and unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

18. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration 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, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

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

18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the By-Laws, the Articles, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines and in accordance with the rules and regulations and to sue in a court of law for damages. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

18.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits 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 such reasonably attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits annexed hereto, or the rules and regulations adopted pursuant

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to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. Merger of Condominium. The Condominium may be merged with one or more condominiums within the Development to form a single condominium upon (i) the approval of such voting interests of each Condominium as is required by the declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the Owners of the Condominium Parcel share the Common Expenses and own the Common Surplus, (ii) the approval of all of the Institutional First Mortgagees and of all record owners of liens and (iii) upon the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and By-Laws. In this connection, the Developer covenants that, so long as the Veterans Administration or the Federal Housing Administration has an interest in the Condominium, the Condominium will not be merged with another condominium or condominiums without prior written approval of the Administrator of the Veterans Administration and/or the Administrator of the Federal Housing Administration.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least seventy-five (75%) percent of the applicable interest in the Common Elements (after twenty (20%) percent of the Units have been sold to Unit Owners other than the Developer, the Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least seventy-five (75%) percent of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit), and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest 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 share of such net proceeds all mortgages and liens of his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. This section may not be amended without the consent of all Institutional First Mortgagees and the Developer so long as it owns any Unit.

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

21.1 Examine the Association's books and records; and require copies of the annual reports and other financial data;

21.2 Receive notice of Association meetings and attend such meetings;

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

21.4 Receive notice of any substantial damage or loss to any portion of the Condominium Property.

21.5 Receive timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by Association pursuant to Paragraphs 14.2(a) and (b) hereof.

22. Execution of Documents Required by Lee County, Florida. The Developer's plan for the Development as a community may require from time to time the execution of certain documents required by the County. To the extent that said documents require the joinder of any or all property owners in the Development, each of said Owners, by virtue of his acceptance of a deed to his Unit, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

23. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the

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

24. Property Owners Association and Community Association.

Each Unit Owner shall automatically and immediately upon acquisition of title to a Unit, become a member of the Southbridge Landing Property Owners Association, and shall be subject to the terms, restrictions and provisions of the Declaration for the Property Owners Association, and to the Articles and By-Laws of the Property Owners Association. The Property Owners Association has the power to levy and collect an annual assessment, special assessments and individual assessments from each Unit Owner for the maintenance, repair and replacement of certain recreational and other commonly used facilities to be owned and maintained by the Property Owners Association for the use of the Unit Owners in the Development.

In addition to the provisions contained herein, this Declaration is subject to all of the terms, provisions and restrictions contained in the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in the Public Records of Lee County, in Official Records Book 2198 at Page 1873,("Community Declaration") as said Community Declaration may be amended from time to time, and to the Articles and By-Laws and amendments thereto of the Community Association.

Each Unit Owner, by virtue of taking title to his Unit, agrees that to secure his obligation to pay assessments to the Property Owners Association and the Community Association, it shall have a lien on his Unit as provided in the Articles and By-Laws of the Property Owners Association and the community Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by the Declaration, Articles and By-Laws of the Property Owners Association and Community Association to the same extent and effect as if he had executed said documents for the purposes therein expressed.

25. Additional Provisions.

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postage-prepaid, sealed wrapper, except notice of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

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

25.3 Mortgagees. The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

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

25.5 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 assistance 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.

25.6 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 applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

25.7 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association in its own name and/or on behalf of the Unit Owners unless same is approved by a vote of seventy-five (75%) of the Voting Interests of all of the Unit Owners. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) proceedings, or (iii) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding the provisions of Section 6 of this Declaration, this Section shall not be amended unless such amendment is approved by the percentage of votes necessary to institute proceedings as provided above.

25.8 Construction Litigation. All Units and their appurtenant Common Elements have been or will be sold without any Developer's warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in full force and effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s) or the Common Elements including, without limitation, claims alleging negligent construction, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to the Developer or other party against whom which relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same, and (ii) the Defendant shall have been given at least forty-five (45) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 25.8 and of Section 25.7 above, as shall the Association.

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

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

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

25.12 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, if the County or any other governmental agency requires the consent of Unit Owners to complete the plan of development of the Development (of which the Condominium is a part), as hereafter amended and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

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

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

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 22nd day of March, 1995.

Signed, sealed, and delivered in the presence of:

Janet S English
Name: JANET S. ENGLISH

Sandra G Conwell
Name: SANDRA G. CONWELL

Lennar Homes, Inc.

By: M. E. Saleda
M. E. Saleda, Vice President

Attest:
Morris J. Watsky,
Assistant Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Declaration of Condominium was acknowledged before me this 22nd day of March, 1995, by M. E. Saleda and Morris J. Watsky, as Vice President and Assistant Secretary respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of said corporation. They are personally known to me and did not take an oath.

Janet S English
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
JANET S ENGLISH
COMMISSION NUMBER
CC215052
MY COMMISSION EXP.
AUG. 10,1996

LEGAL DESCRIPTION OF

SOUTHBRIDGE CONDOMINIUM NO. 3

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BUILDING 26)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 22°31'07" EAST,A DISTANCE OF 364.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°13'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 29°46'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 60°13'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 29°46'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 27)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 43°15'39" EAST, A DISTANCE OF 245.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 28)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 83°54'31" EAST, A DISTANCE OF 209.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 29)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 89°21'54" EAST, A DISTANCE OF 198.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'54" EAST.)

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAIN 0.914 ACRES MORE OR LESS.

ALLOCATION OF FRACTIONAL SHARES OF COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

Each Unit shall have as an appurtenance thereto the fractional share of the Common Elements, Common Expenses and Common Surplus set forth opposite such Unit below:

SOUTHBRIDGE CONDOMINIUM NO. 3

BUILDING	UNIT	FRACTIONAL SHARE
26	101	1/22
26	102	1/22
26	103	1/22
26	201	1/22
26	202	1/22
26	203	1/22
27	101	1/22
27	102	1/22
27	103	1/22
27	201	1/22
27	202	1/22
27	203	1/22
28	101	1/22
28	102	1/22
28	103	1/22
28	201	1/22
28	202	1/22
28	203	1/22
29	101	1/22
29	102	1/22
29	201	1/22
29	202	1/22

EXHIBIT "2" TO DECLARATION

EXHIBIT "3" TO DECLARATION

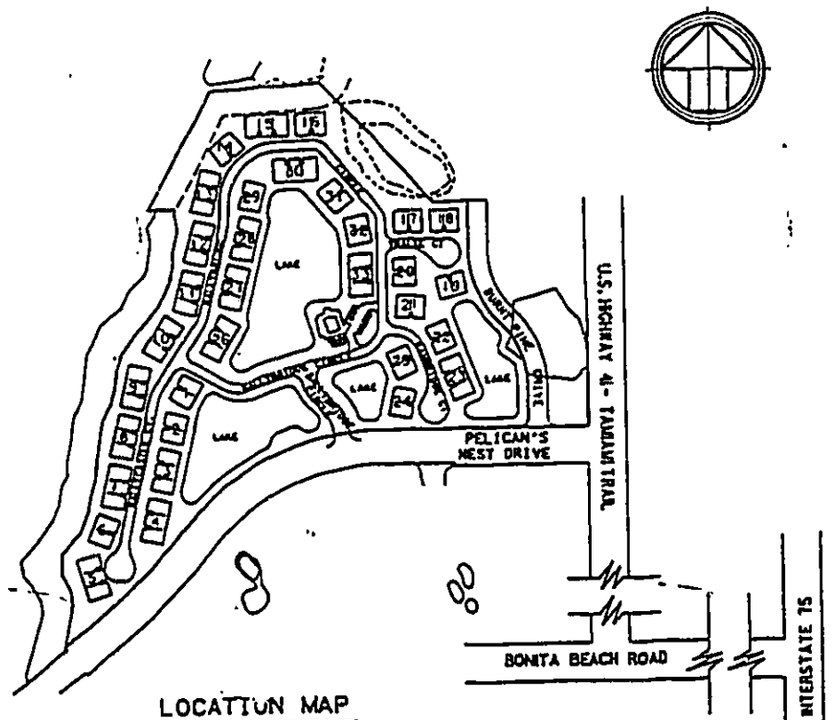
DESCRIPTION

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21, THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 88°38'34" WEST, 84.39 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR, NORTH 28°28'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED AT O.R. BOOK 2271, PAGE 1994 THROUGH 1998 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 66°31'44" EAST, 328.82 FEET; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 15.92 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 24°39'40" HAVING A RADIUS OF 37.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°11'56" EAST, 15.80 FEET; THENCE SOUTH 42°32'48" EAST, 521.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°16'54" EAST, 115.36 FEET; THENCE SOUTH 00°00'43" EAST, 159.75 FEET; THENCE SOUTHEASTERLY 262.49 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 45°34'31" HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°53'50" EAST, 255.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.76 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 45°34'24" HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'02" EAST, 209.14 FEET. THENCE SOUTH 00°06'50" EAST, 107.19 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY 47.12 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 90°00'00" HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'10" EAST, 42.43 FEET; THENCE SOUTH 89°53'10" WEST, 432.15 FEET; THENCE WESTERLY, AND SOUTHWESTERLY 725.14 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 51°36'41", HAVING A RADIUS OF 805.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'49" WEST, 700.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 428.12 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 12°36'41", HAVING A RADIUS OF 1945.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°34'49" WEST, 427.25 FEET; THENCE SOUTH 50°53'10" WEST, 102.06 FEET; THENCE SOUTH 39°06'50"EAST 10.00 FEET; THENCE SOUTH 50°53'10" WEST, 12.51 FEET; THENCE NORTH 11°25'36" EAST, 11.38 FEET; THENCE NORTH 12°25'56" EAST, 45.01 FEET; THENCE NORTH 11°35'52" EAST, 43.86 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 09°24'06" WEST, 47.40 FEET; THENCE NORTH 27°13'42" WEST, 54.24 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 41°26'55" EAST, 82.98 FEET; THENCE NORTH 25°26'22" EAST, 24.75 FEET; THENCE NORTH 20°37'54" EAST, 50.74 FEET; THENCE NORTH 09°25'33" EAST, 51.30 FEET; THENCE NORTH 16°06'18" EAST, 47.76 FEET; THENCE NORTH 07°22'23" EAST, 47.17 FEET; THENCE NORTH 06°03'21" EAST, 53.63 FEET; THENCE NORTH 07°07'49" EAST, 47.15 FEET; THENCE NORTH 11°52'45" EAST, 49.77 FEET; THENCE NORTH 26°53'23" EAST, 52.75 FEET; THENCE NORTH 12°31'33" EAST, 50.99 FEET; THENCE NORTH 06°40'41" EAST, 59.43 FEET; THENCE NORTH 17°38'40" EAST, 50.01 FEET; THENCE NORTH 34°40'35" EAST, 57.46 FEET; THENCE NORTH 37°51'17" EAST, 63.48 FEET; THENCE NORTH 42°43'27" EAST, 21.69 FEET; THENCE NORTH 37°39'55" EAST, 50.06 FEET; THENCE NORTH 29°57'56" EAST, 50.30 FEET; THENCE NORTH 21°17'49" EAST, 45.02 FEET; THENCE NORTH 12°27'57" EAST, 47.30 FEET; THENCE NORTH 00°02'55" EAST, 41.71 FEET; THENCE NORTH 11°56'02" EAST, 23.38 FEET; THENCE NORTH 12°28'30" EAST, 50.32 FEET; THENCE NORTH 11°42'47" WEST, 49.74 FEET; THENCE NORTH 01°11'36" WEST, 16.32 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 28.637 ACRES MORE OR LESS.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'54" EAST.)



LOCATION MAP

Not to Scale

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON AND SPECIFICALLY BEING SOUTHBRIDGE.

BUILDING 28 BUILDING 29 IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT AND WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS, CAN BE DETERMINED FROM THESE MATERIALS.

CERTIFIED TO: SOUTHBRIDGE, A CONDOMINIUM SUBJECT TO QUALIFICATIONS NOTED HEREON.

DATED, THIS 14 DAY OF March 1995 A.D.

[signature] CONSULTING ENGINEERS & ASSOCIATES, INC.

[illegible] MBER, PROFESSIONAL LAND SURVEYOR, CERTIFICATE NO. 5090

STATE OF FLORIDA

CAMPBELL-FOSTER AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
CERTIFICATION

FILE NO. 930501

SHEET 1 OF 24

SEAL

OR2586 PG0066

SOUTHBRIDGE PROPERTY OWNERS ASSOCIATION, INC.
AN INGRESS & EGRESS EASEMENT

A PORTION OF SECTIONS 16 AND 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER (N. 1/4) OF SAID SECTION 21; THENCE SOUTH 54°32'53" EAST, A DISTANCE OF 884.14 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY LINE OF THAT CERTAIN ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3349, PAGES 3136 THRU 3140 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 89°01'01" WEST, A DISTANCE OF 36.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 97.00 FEET AND A CENTRAL ANGLE OF 36°49'41", A DISTANCE OF 68.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°48'43" WEST, A DISTANCE OF 22.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00 FEET AND A CENTRAL ANGLE OF 34° 57'51", A DISTANCE OF 87.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°46'51" WEST, A DISTANCE OF 1.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 92°57'39", A DISTANCE OF 45.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1627.68 FEET AND A CENTRAL ANGLE OF 07°00'16", A DISTANCE OF 125.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 52° 33'07", A DISTANCE OF 104.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°13'57" WEST, A DISTANCE OF 124.64 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 86°34'29", A DISTANCE OF 42.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°11'34" WEST, A DISTANCE OF 78.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 96.00 FEET AND A CENTRAL ANGLE OF 20°58'21" FEET, A DISTANCE OF 31.48 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°13'13" WEST, A DISTANCE OF 437.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 49°39'25", A DISTANCE OF 69.34 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF 236°49'29", A DISTANCE OF 213.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 98.00 FEET AND A CENTRAL ANGLE OF 36° 10'53", A DISTANCE OF 66.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°13'13" EAST, A DISTANCE OF 442.11 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 20°56'31", A DISTANCE OF 41.73 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33°11'34" EAST, A DISTANCE OF 248.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 96.00 FEET AND A CENTRAL ANGLE OF 19°44'32", A DISTANCE OF 29.16 FEET TO THE POINT OF TANGENCY; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 229.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 14°56'00", A DISTANCE OF 130.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 106.00 FEET AND A CENTRAL ANGLE OF 60°59'27", A DISTANCE OF 337.34 FEET TO THE POINT OF TANGENCY; THENCE NORTH 60°25'16" EAST, A DISTANCE OF 106.42 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 64.00 FEET AND A CENTRAL ANGLE OF 52°31'56", A DISTANCE OF 58.68 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°02'48" EAST, A DISTANCE OF 244.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 64.00 FEET AND A CENTRAL ANGLE OF 34°46'27", A DISTANCE OF 43.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°16'21" EAST, A DISTANCE OF 29.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'07", A DISTANCE OF 44.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°33'32" EAST, A DISTANCE OF 160.98 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF

(CONTINUED)

(DESCRIPTION CONTINUED)

236°59'14", A DISTANCE OF 194.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 98.00 FEET AND A CENTRAL ANGLE OF 54°58'14", A DISTANCE OF 81.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°33'32" WEST, A DISTANCE OF 30.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 89°50'13", A DISTANCE OF 43.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°16'21" EAST, A DISTANCE OF 188.76 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 78°15'43", A DISTANCE OF 38.25 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°32'04" EAST, A DISTANCE OF 16.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 57°15'25", A DISTANCE OF 113.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 21°16'39" EAST, 103.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF 236°59'14", A DISTANCE OF 194.48 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 98.00 FEET AND A CENTRAL ANGLE OF 54°58'14", A DISTANCE OF 97.47 FEET TO THE POINT OF TANGENCY; THENCE NORTH 21°16'39" WEST, A DISTANCE OF 61.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 96.00 FEET AND A CENTRAL ANGLE OF 57°15'25", A DISTANCE OF 95.94 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78°32'04" WEST, A DISTANCE OF 17.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 72°47'48", A DISTANCE OF 35.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 41°08'18", A DISTANCE OF 83.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 78°48'28" WEST, A DISTANCE OF 133.68 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, SAID POINT ALSO BEING KNOW AS REFERENCE POINT "A"; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 86°37'11", A DISTANCE OF 43.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 12°48'51" EAST, A DISTANCE OF 4.42 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 34°01'31", A DISTANCE OF 58.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°06'42" EAST, A DISTANCE OF 32.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00 FEET AND A CENTRAL ANGLE OF 34°48'41", A DISTANCE OF 86.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°01'04" EAST, A DISTANCE OF 30.42 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS SOUTH 01°22'47" EAST, SAID POINT ALSO BEING ON THE SAID NORTHERLY LINE OF THAT CERTAIN ROADWAY EASEMENT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 808.00 FEET AND A CENTRAL ANGLE OF 03°16'26", A DISTANCE OF 46.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCING AT SAID REFERENCE POINT "A"; THENCE NORTH 10°11'08" WEST, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 78°48'28" WEST, A DISTANCE OF 74.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF (888.68 FEET AND A CENTRAL ANGLE OF 08°35'24", A DISTANCE OF 150.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 96.00 FEET AND A CENTRAL ANGLE OF 82°33'07", A DISTANCE OF 78.66 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°13'57" WEST, A DISTANCE OF 119.62 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 93°23'31", A DISTANCE OF 45.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 33°11'34" WEST, A DISTANCE OF 80.18 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 18°46'37", A DISTANCE OF 37.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 229.31 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 14°99'00", A DISTANCE OF 138.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY,

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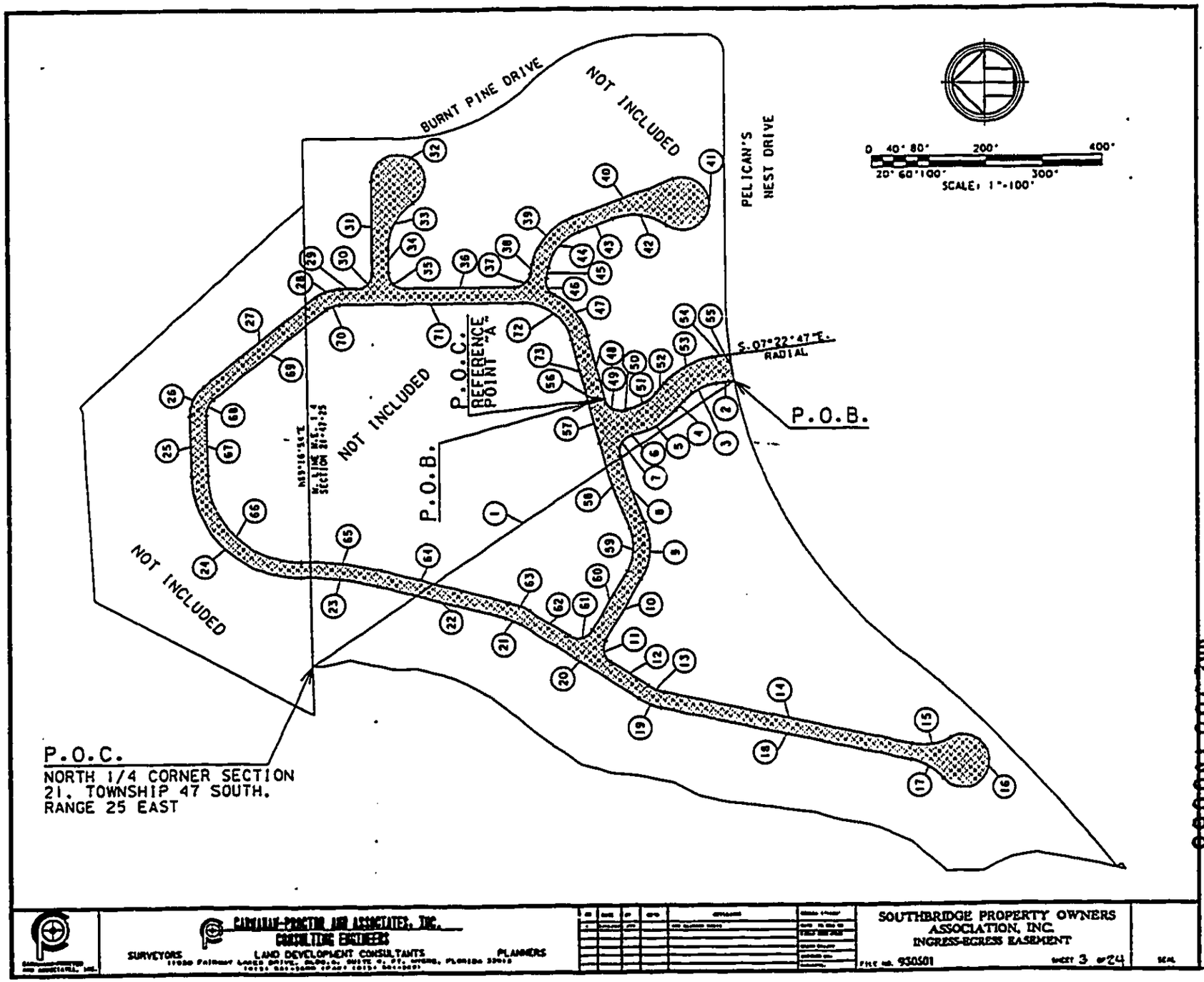
(DESCRIPTION CONTINUED)

NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 157.00 FEET AND A CENTRAL ANGLE OF 48°99'27", A DISTANCE OF 243.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 84°23'16" EAST, A DISTANCE OF 106.42 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 52°31'56", A DISTANCE OF 33.01 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°02'48" EAST, A DISTANCE OF 244.18 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 36.00 FEET AND A CENTRAL ANGLE OF 34°46'27", A DISTANCE OF 24.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°16'21" EAST, A DISTANCE OF 216.74 TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 84.00 FEET AND A CENTRAL ANGLE OF 36°04'41", A DISTANCE OF 114.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 73° 48'20" WEST, A DISTANCE OF 113.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 2.988 ACRES MORE OR LESS.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'34" EAST.)

OR2586 PG0067



CAMPBELL-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE PROPERTY OWNERS ASSOCIATION, INC.
INGRESS-EGRESS EASEMENT

FILE NO. 930501 SHEET 3 OF 24

OR2586 PG0068

LINE TABLE

1.	S64°32'33"E	884.14'
2.	N09°01'01"W	30.42'
3.	R= 97.00'	
	A= 65.62'	
	D= 38°45'41"	
4.	N47°46'42"W	22.49'
5.	R= 143.00'	
	A= 87.26'	
	D= 34°57'51"	
6.	N12°48'51"W	1.18'
7.	R= 28.00'	
	A= 45.43'	
	D= 92°57'38"	
8.	R= 1027.68'	
	A= 125.72'	
	D= 07°00'34"	
9.	R= 114.00'	
	A= 104.56'	
	D= 52°33'07"	
10.	N60°13'57"W	124.64'
11.	R= 28.00'	
	A= 42.31'	
	D= 86°34'29"	
12.	S33°11'34"W	75.44'
13.	R= 86.00'	
	A= 31.48'	
	D= 20°58'31"	
14.	S12°13'03"W	457.25'
15.	R= 98.00'	
	A= 69.34'	
	D= 40°32'26"	
16.	R= 47.00'	
	A= 212.32'	
	D= 258°49'29"	
17.	R= 98.00'	
	A= 65.28'	
	D= 38°10'03"	
18.	N12°13'03"E	442.11'
19.	R= 114.00'	
	A= 41.73'	
	D= 20°58'31"	
20.	N33°11'34"E	240.13'
21.	R= 86.00'	
	A= 28.18'	
	D= 18°46'37"	
22.	N14°24'57"E	229.31'
23.	R= 500.00'	
	A= 130.78'	
	D= 14°59'09"	
24.	R= 185.00'	
	A= 287.34'	
	D= 88°59'27"	
25.	N88°25'16"E	106.42'
26.	R= 64.00'	
	A= 58.68'	
	D= 52°31'56"	
27.	S39°02'48"E	248.10'
28.	R= 64.00'	
	A= 43.31'	
	D= 38°46'27"	
29.	S00°16'21"E	29.61'
30.	R= 28.00'	
	A= 44.06'	
	D= 90°09'47"	
31.	N89°33'52"E	160.98'
32.	R= 47.00'	
	A= 194.40'	
	D= 236°59'14"	
33.	R= 98.00'	
	A= 97.47'	
	D= 56°59'14"	
34.	S89°33'52"W	39.63'
35.	R= 28.00'	
	A= 43.90'	
	D= 89°50'13"	
36.	S00°16'21"E	189.76'
37.	R= 28.00'	
	A= 38.25'	
	D= 78°15'43"	
38.	S78°32'04"E	16.75'
39.	R= 114.00'	
	A= 113.92'	
	D= 57°15'25"	
40.	S21°16'39"E	183.07'
41.	R= 47.00'	
	A= 194.40'	
	D= 236°59'14"	
42.	R= 98.00'	
	A= 97.47'	
	D= 56°59'14"	
43.	N21°16'39"W	61.48'
44.	R= 86.00'	
	A= 85.94'	
	D= 57°15'25"	
45.	N78°32'04"W	17.41'
46.	R= 28.00'	
	A= 35.57'	
	D= 72°47'46"	
47.	R= 114.00'	
	A= 93.79'	
	D= 47°08'10"	
48.	S79°48'20"W	113.68'
49.	R= 28.00'	
	A= 43.31'	
	D= 88°37'11"	
50.	S12°48'51"E	4.02'
51.	R= 97.00'	
	A= 59.19'	
	D= 34°57'51"	
52.	S47°46'42"E	22.49'
53.	R= 143.00'	
	A= 96.74'	
	D= 38°45'41"	
54.	S09°01'01"E	30.42'
55.	R= 805.00'	
	A= 46.01'	
	D= 03°16'28"	
56.	N14°11'40"W	28.00'
57.	S75°48'20"W	74.47'
58.	R= 1055.68'	
	A= 158.27'	
	D= 08°35'24"	
59.	R= 86.00'	
	A= 78.88'	
	D= 52°33'07"	
60.	N60°13'57"W	119.62'
61.	R= 28.00'	
	A= 45.66'	
	D= 93°25'31"	
62.	N33°11'34"E	80.55'
63.	R= 114.00'	
	A= 37.36'	
	D= 18°46'37"	
64.	N14°24'57"E	229.31'
65.	R= 528.00'	
	A= 138.10'	
	D= 14°59'09"	
66.	R= 157.00'	
	A= 243.85'	
	D= 88°59'27"	
67.	N88°25'16"E	106.42'
68.	R= 36.00'	
	A= 33.01'	
	D= 52°31'56"	
69.	S39°02'48"E	248.10'
70.	R= 36.00'	
	A= 24.36'	
	D= 38°46'27"	
71.	S00°16'21"E	316.76'
72.	R= 86.00'	
	A= 114.19'	
	D= 76°04'41"	
73.	S75°48'20"W	113.68'

CARLISLE-PORTER AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE PROPERTY OWNERS ASSOCIATION, INC.
INGRESS-EGRESS EASEMENT

FILE NO. 930501 SHEET 4 OF 24

0R2586 P60069

DESCRIPTION

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 88°38'34" WEST, 64.38 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR, NORTH 28°28'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2271, PAGE 1984 THROUGH 1988, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 15.92 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 24°59'40", HAVING A RADIUS OF 37.00 FEET AND SUBTENDED BY A CHORD WHICH BEARS NORTH 74°11'36" EAST, 15.80 FEET; THENCE SOUTH 42°32'46" EAST, 521.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°16'54" EAST, 115.36 FEET; THENCE SOUTH 00°06'43" EAST, 159.79 FEET; THENCE SOUTHEASTERLY 262.49 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 45°34'31", HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°53'59" EAST, 255.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 45°34'24", HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'02" EAST, 209.14 FEET; THENCE SOUTH 00°06'50" EAST, 107.19 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY 47.14 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE NORTHWEST, THROUGH A CENTRAL 90°00'00", HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'10" WEST, 42.43 FEET; THENCE SOUTH 89°53'10" WEST, 432.15 FEET; THENCE WESTERLY AND SOUTHWESTERLY 723.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 81°36'41", HAVING A RADIUS OF 508.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'48" WEST, 700.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 424.13 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 12°36'41", HAVING A RADIUS OF 1945.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°34'49" WEST, 427.25 FEET; THENCE SOUTH 50°53'10" WEST, 102.06 FEET; THENCE SOUTH 39°06'50" EAST, 10.00 FEET; THENCE SOUTH 50°53'10" WEST, 12.81 FEET; THENCE NORTH 11°25'36" EAST, 11.38 FEET; THENCE NORTH 12°25'56" EAST, 45.01 FEET; THENCE NORTH 11°35'52" EAST, 43.66 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 09°24'05" WEST, 47.40 FEET; THENCE NORTH 27°13'42" WEST, 54.24 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 41°26'15" EAST, 52.86 FEET; THENCE NORTH 25°38'32" EAST, 24.75 FEET; THENCE NORTH 20°37'54" EAST, 50.74 FEET; THENCE NORTH 09°28'33" EAST, 51.30 FEET; THENCE NORTH 16°08'18" EAST, 47.76 FEET; THENCE NORTH 07°22'23" EAST, 47.67 FEET; THENCE NORTH 08°03'21" EAST, 53.83 FEET; THENCE NORTH 01°07'49" EAST, 47.19 FEET; THENCE NORTH 11°52'45" EAST, 49.77 FEET; THENCE NORTH 28°53'32" EAST, 52.75 FEET; THENCE NORTH 06°40'41" EAST, 59.43 FEET; THENCE NORTH 17°38'40" EAST, 50.01 FEET; THENCE NORTH 34°40'35" EAST, 57.46 FEET; THENCE NORTH 37°51'17" EAST, 63.48 FEET; THENCE NORTH 42°43'27" EAST, 21.69 FEET; THENCE NORTH 37°39'55" EAST, 50.08 FEET; THENCE NORTH 29°57'36" EAST, 50.30 FEET; THENCE NORTH 21°17'49" EAST, 45.02 FEET; THENCE NORTH 12°27'57" EAST, 47.30 FEET; THENCE NORTH 00°02'55" EAST, 41.71 FEET; THENCE NORTH 11°56'02" EAST, 23.38 FEET; THENCE NORTH 12°28'30" EAST, 50.32 FEET; THENCE NORTH 11°42'43" WEST, 49.67 FEET; THENCE NORTH 01°11'56" WEST, 16.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 1)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 02°12'48" EAST, A DISTANCE OF 518.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°13'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 29°46'03" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 60°13'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 29°46'03" EAST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 2)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 03°34'19" WEST, A DISTANCE OF 648.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

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(DESCRIPTION CONTINUED)

LESS AND EXCEPT (BUILDING 3)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 04°56'13" WEST, A DISTANCE OF 763.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 4)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 06°06'59" WEST, A DISTANCE OF 923.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 5)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 16°02'36" WEST, A DISTANCE OF 1186.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°35'35" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 16°24'25" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 73°35'35" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 16°24'25" WEST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 6)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 14°37'16" WEST, A DISTANCE OF 994.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°47'34" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 22°12'26" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 67°47'34" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 22°12'26" EAST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 7)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 14°50'55" WEST, A DISTANCE OF 832.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 8)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 19°28'58" WEST, A DISTANCE OF 671.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 9)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 16°58'04" WEST, A DISTANCE OF 808.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°46'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 12°13'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 77°46'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 12°13'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 10)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 04°29'44" WEST, A DISTANCE OF 344.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 56°48'26" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 33°11'34" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 56°48'26" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 33°11'34" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 11)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 07°04'17" EAST, A DISTANCE OF 194.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

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LESS AND EXCEPT (BUILDING 12)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 60°14'17" EAST, A DISTANCE OF 72.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 13)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 77°23'41" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 14)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 30°07'38" EAST, A DISTANCE OF 213.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°31'18" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 39°28'42" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 50°31'18" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 39°28'42" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 15)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 46°37'07" EAST, A DISTANCE OF 319.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°34'44" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 88°25'16" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 01°34'44" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 88°25'16" WEST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 16)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 60°31'00" EAST, A DISTANCE OF 449.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°34'44" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 88°25'16" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 01°34'44" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 88°25'16" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 17)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 88°45'46" EAST, A DISTANCE OF 684.28 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°33'52" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 00°26'08" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 89°33'52" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 00°26'08" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 18)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 89°00'35" EAST, A DISTANCE OF 802.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°33'52" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 00°26'08" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 89°33'52" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 00°26'08" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 19)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 74°29'01" EAST, A DISTANCE OF 843.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77°03'54" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 12°56'06" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 77°03'54" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 12°56'06" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 20)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 77°10'01" EAST, A DISTANCE OF 698.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°43'39" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 00°16'21" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 89°43'39" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 00°16'21" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

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(DESCRIPTION CONTINUED)

LESS AND EXCEPT (BUILDING 21)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 68°48'08" EAST, A DISTANCE OF 736.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°25'21" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 15°34'39" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 74°25'21" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 15°34'39" EAST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 22)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 63°21'28" EAST, A DISTANCE OF 874.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68°43'21" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 21°16'39" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 68°43'21" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 21°16'39" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 23)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 58°38'24" EAST, A DISTANCE OF 965.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 68°43'21" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 21°16'39" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 68°43'21" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 21°16'39" WEST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 24)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 49°52'37" EAST, A DISTANCE OF 893.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 78°07'12" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 11°52'48" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 78°07'12" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 11°52'48" EAST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 25)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 54°51'34" EAST,A DISTANCE OF 806.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°34'26" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 22°25'34" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 67°34'26" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 22°25'34" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 26)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 22°31'07" EAST,A DISTANCE OF 364.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°13'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 29°46'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 60°13'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 29°46'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 27)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 43°16'39" EAST, A DISTANCE OF 245.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 28)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 83°54'31" EAST, A DISTANCE OF 209.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

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LESS AND EXCEPT (BUILDING 29)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 89°21'54" EAST, A DISTANCE OF 198.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 78.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 30)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 75°17'55" EAST, A DISTANCE OF 329.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°34'44" WEST, A DISTANCE OF 78.67 FEET; THENCE NORTH 88°25'16" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 01°34'44" EAST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 88°25'16" WEST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 31)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 83°18'31" EAST, A DISTANCE OF 449.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°57'12" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 39°02'48" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 50°57'12" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 39°02'48" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (BUILDING 32)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 86°24'31" EAST, A DISTANCE OF 826.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76°13'46" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 13°46'14" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 76°13'46" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 13°46'14" WEST, A DISTANCE OF 97.33 FEET TO THE POINT OF BEGINNING.

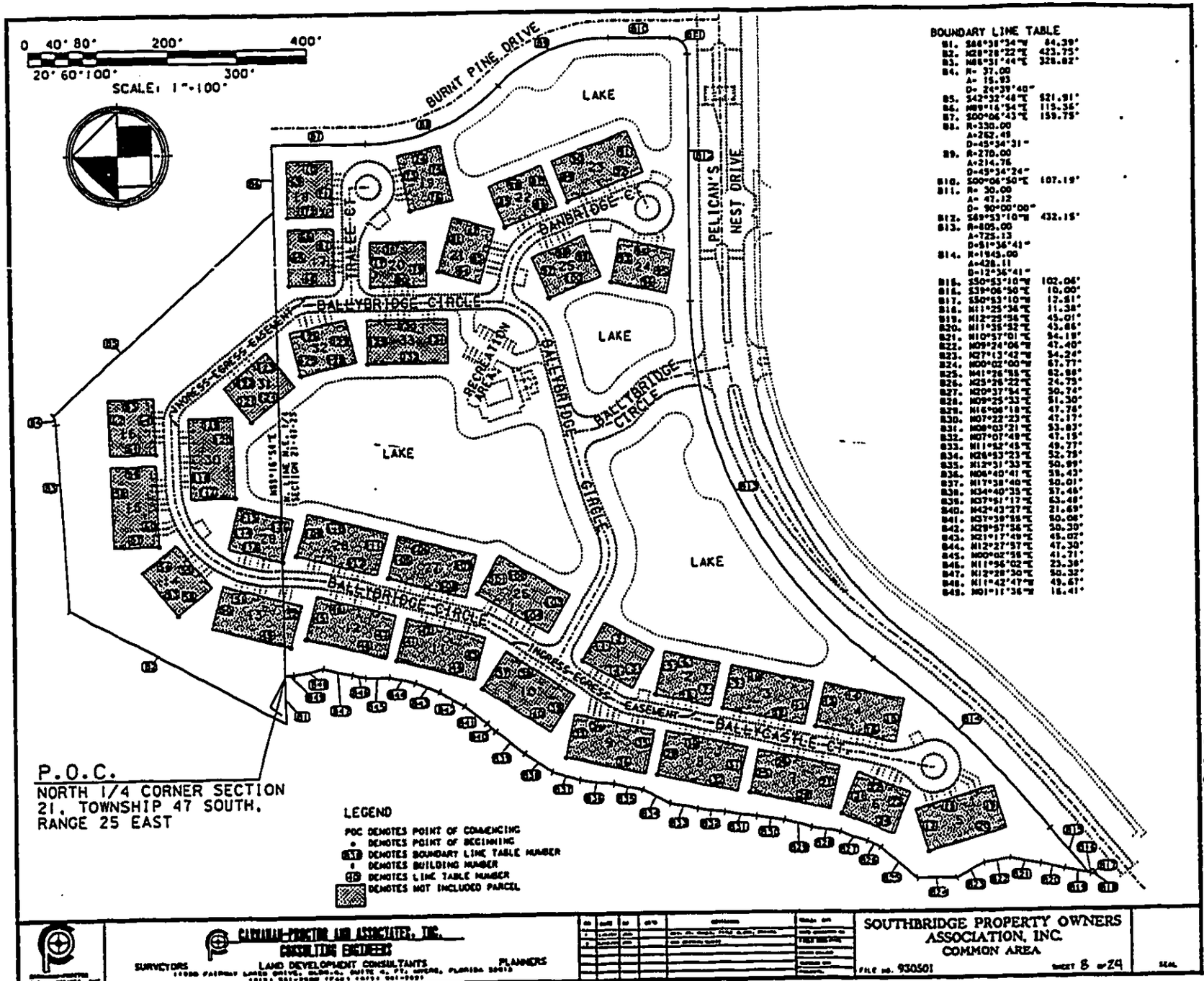
LESS AND EXCEPT (BUILDING 33)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 74°31'41" EAST, A DISTANCE OF 865.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°43'39" EAST, A DISTANCE OF 78.67 FEET; THENCE SOUTH 00°16'21" EAST, A DISTANCE OF 140.67 FEET; THENCE SOUTH 89°43'39" WEST, A DISTANCE OF 78.67 FEET; THENCE NORTH 00°16'21" WEST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'54" EAST.)

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 21.667 ACRES MORE OR LESS.

OR2586 PG0072



BOUNDARY LINE TABLE

B1.	S66°38'34"W	84.39'
B2.	N28°28'22"E	423.75'
B3.	N86°31'44"E	328.82'
B4.	R= 37.00	
	A= 15.93	
	D= 24°39'40"	
B5.	S42°32'48"E	521.91'
B6.	N89°16'54"E	115.36'
B7.	S00°06'43"E	159.75'
B8.	R=330.00	
	A=262.49	
	D=45°34'31"	
B9.	R=270.00	
	A=214.76	
	D=45°34'24"	
B10.	S00°06'50"E	107.19'
B11.	R= 30.00	
	A= 47.12	
	D= 90°00'00"	
B12.	S69°53'10"W	432.15'
B13.	R=805.00	
	A=725.13	
	D=51°36'41"	
B14.	R=1945.00	
	A=428.11	
	D=12°36'41"	
B15.	S50°53'10"W	102.06'
B16.	S39°06'50"E	10.00'
B17.	S50°53'10"W	12.51'
B18.	N11°25'36"E	11.38'
B19.	N12°25'56"E	45.01'
B20.	N11°35'52"E	43.86'
B21.	N10°57'01"E	54.19'
B22.	N09°24'06"W	47.40'
B23.	N27°13'42"W	54.24'
B24.	N00°02'00"W	67.77'
B25.	N41°26'55"E	62.88'
B26.	N25°26'22"E	24.75'
B27.	N20°37'54"E	50.74'
B28.	N09°25'33"E	51.30'
B29.	N16°08'18"E	47.76'
B30.	N07°22'23"E	47.17'
B31.	N08°03'21"E	53.83'
B32.	N07°07'49"E	47.15'
B33.	N11°52'45"E	49.77'
B34.	N26°53'23"E	52.75'
B35.	N12°31'33"E	50.99'
B36.	N06°40'41"E	58.43'
B37.	N17°38'40"E	50.01'
B38.	N34°40'35"E	57.46'
B39.	N37°51'17"E	63.48'
B40.	N42°43'27"E	21.69'
B41.	N37°39'55"E	50.08'
B42.	N29°57'56"E	50.30'
B43.	N21°17'49"E	45.07'
B44.	N12°27'57"E	47.30'
B45.	N00°02'55"E	41.71'
B46.	N11°56'02"E	23.36'
B47.	N12°28'30"E	50.32'
B48.	N11°42'47"W	49.67'
B49.	N01°11'36"W	16.41'

CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE PROPERTY OWNERS ASSOCIATION, INC.
COMMON AREA

FILE NO. 930501 SHEET 8 OF 24

SEAL

OR2586 PG0073

LINE TABLE

BUILDING 1
S02°12'48"E 518.99' (POC TO POB BLDG. 1)
1. S60°13'57"E 76.67'
2. S29°46'03"W 97.33'
3. N60°13'57"W 76.67'
4. N29°46'03"E 97.33'

BUILDING 2
S03°36'19"W 646.07' (POC TO POB BLDG. 2)
5. S77°46'57"E 76.67'
6. S12°13'03"W 97.33'
7. N77°46'57"W 76.67'
8. N12°13'03"E 97.33'

BUILDING 3
S04°46'13"W 763.44' (POC TO POB BLDG. 3)
9. S77°46'57"E 76.67'
10. S12°13'03"W 140.67'
11. N77°46'57"W 76.67'
12. N12°13'03"E 140.67'

BUILDING 4
S08°06'37"W 923.99' (POC TO POB BLDG. 4)
13. S77°46'57"E 76.67'
14. S12°13'03"W 140.67'
15. N77°46'57"W 76.67'
16. N12°13'03"E 140.67'

BUILDING 5
S15°02'36"W 1156.38' (POC TO POB BLDG. 5)
17. N73°35'33"E 76.67'
18. S16°24'27"E 140.67'
19. S73°35'33"W 76.67'
20. N16°24'27"W 140.67'

BUILDING 6
S14°37'16"W 994.81' (POC TO POB BLDG. 6)
21. S67°47'34"E 76.67'
22. S22°12'26"W 97.33'
23. N67°47'34"W 76.67'
24. N22°12'26"E 97.33'

BUILDING 7
S14°30'55"W 832.63' (POC TO POB BLDG. 7)
25. S77°46'57"E 76.67'
26. S12°13'03"W 140.67'
27. N77°46'57"W 76.67'
28. N12°13'03"E 140.67'

BUILDING 8
S15°22'50"W 571.81' (POC TO POB BLDG. 8)
29. S77°46'57"E 76.67'
30. S12°13'03"W 140.67'
31. N77°46'57"W 76.67'
32. N12°13'03"E 140.67'

BUILDING 9
S16°56'04"W 509.84' (POC TO POB BLDG. 9)
33. S77°46'57"E 76.67'
34. S12°13'03"W 140.67'
35. N77°46'57"W 76.67'
36. N12°13'03"E 140.67'

BUILDING 10
S04°23'44"W 344.32' (POC TO POB BLDG. 10)
37. S56°48'26"E 76.67'
38. S33°11'34"W 140.67'
39. N56°48'26"W 76.67'
40. N33°11'34"E 140.67'

BUILDING 11
S07°04'17"E 194.63' (POC TO POB BLDG. 11)
41. S73°35'03"E 76.67'
42. S16°24'57"W 140.67'
43. N73°35'03"W 76.67'
44. N16°24'57"E 140.67'

BUILDING 12
S60°14'17"E 72.82' (POC TO POB BLDG. 12)
45. S73°35'03"E 76.67'
46. S16°24'57"W 140.67'
47. N73°35'03"W 76.67'
48. N16°24'57"E 140.67'

BUILDING 13
S77°48'33"E 49.33' (POC TO POB BLDG. 13)
49. N16°24'57"E 140.67'
50. S73°35'03"E 76.67'
51. S16°24'57"W 140.67'
52. N73°35'03"W 76.67'

BUILDING 14
N00°07'29"E 213.86' (POC TO POB BLDG. 14)
53. N50°31'18"E 97.33'
54. S39°28'42"E 76.67'
55. S50°31'18"W 97.33'
56. N39°28'42"W 76.67'

BUILDING 15
N46°37'07"E 376.31' (POC TO POB BLDG. 15)
57. N01°34'44"W 76.67'
58. N88°25'16"E 140.67'
59. S01°34'44"E 76.67'
60. S88°25'16"W 140.67'

BUILDING 16
N60°31'00"E 449.10' (POC TO POB BLDG. 16)
61. N01°34'44"W 76.67'
62. N88°25'16"E 97.33'
63. S01°34'44"E 76.67'
64. S88°25'16"W 97.33'

BUILDING 17
S89°43'46"E 684.28' (POC TO POB BLDG. 17)
65. N00°25'52"E 97.33'
66. S89°26'08"E 76.67'
67. S00°25'52"W 97.33'
68. N89°26'08"W 76.67'

BUILDING 18
S89°00'28"E 802.74' (POC TO POB BLDG. 18)
69. N89°33'52"E 97.33'
70. S00°26'08"E 76.67'
71. S89°33'52"W 97.33'
72. N00°26'08"W 76.67'

BUILDING 19
S74°29'01"E 843.74' (POC TO POB BLDG. 19)
73. N37°03'24"E 97.33'
74. S52°56'06"E 76.67'
75. S37°03'24"W 97.33'
76. N52°56'06"W 76.67'

BUILDING 20
S77°10'01"E 698.31' (POC TO POB BLDG. 20)
77. N89°43'39"E 76.67'
78. S00°16'21"E 97.33'
79. S89°43'39"W 76.67'
80. N00°16'21"W 97.33'

BUILDING 21
S68°49'08"E 736.39' (POC TO POB BLDG. 21)
81. S74°25'21"E 97.33'
82. S15°34'39"W 76.67'
83. N74°25'21"W 97.33'
84. N15°34'39"E 76.67'

BUILDING 22
S67°21'28"E 874.20' (POC TO POB BLDG. 22)
85. N89°43'21"E 76.67'
86. S01°16'39"E 97.33'
87. S89°43'21"W 76.67'
88. N01°16'39"W 97.33'

BUILDING 23
S36°38'24"E 965.43' (POC TO POB BLDG. 23)
89. N89°43'21"E 76.67'
90. S01°16'39"E 140.67'
91. S89°43'21"W 76.67'
92. N01°16'39"W 140.67'

BUILDING 24
S49°52'37"E 895.73' (POC TO POB BLDG. 24)
93. S78°07'12"E 76.67'
94. S11°52'48"W 97.33'
95. N78°07'12"W 76.67'
96. N11°52'48"E 97.33'

BUILDING 25
S34°31'34"E 806.89' (POC TO POB BLDG. 25)
97. N67°34'26"E 76.67'
98. S22°25'34"E 97.33'
99. S67°34'26"W 76.67'
100. N22°25'34"W 97.33'

BUILDING 26
S22°31'07"E 364.31' (POC TO POB BLDG. 26)
101. S60°13'57"E 76.67'
102. S29°46'03"W 140.67'
103. N60°13'57"W 76.67'
104. N29°46'03"E 140.67'

BUILDING 27
S43°19'39"E 345.81' (POC TO POB BLDG. 27)
105. S73°35'03"E 76.67'
106. S16°24'57"W 140.67'
107. N73°35'03"W 76.67'
108. N16°24'57"E 140.67'

BUILDING 28
S43°44'31"E 209.94' (POC TO POB BLDG. 28)
109. S73°35'03"E 76.67'
110. S16°24'57"W 140.67'
111. N73°35'03"W 76.67'
112. N16°24'57"E 140.67'

BUILDING 29
N89°21'34"E 198.54' (POC TO POB BLDG. 29)
113. N16°24'57"E 97.33'
114. S73°35'03"E 76.67'
115. S16°24'57"W 97.33'
116. N73°35'03"W 76.67'

BUILDING 30
N73°17'35"E 325.13' (POC TO POB BLDG. 30)
117. N01°34'44"W 76.67'
118. N88°25'16"E 140.67'
119. S01°34'44"E 76.67'
120. S88°25'16"W 140.67'

BUILDING 31
N83°19'31"E 449.47' (POC TO POB BLDG. 31)
121. N10°57'12"E 76.67'
122. S39°02'48"E 97.33'
123. S50°57'12"W 76.67'
124. N39°02'48"W 97.33'

BUILDING 32
S86°24'31"E 526.99' (POC TO POB BLDG. 32)
125. N76°13'46"E 76.67'
126. S13°46'14"E 97.33'
127. S76°13'46"W 76.67'
128. N13°46'14"W 97.33'

BUILDING 33
S74°51'41"E 565.39' (POC TO POB BLDG. 33)
129. N89°43'39"E 76.67'
130. S00°16'21"E 140.67'
131. S89°43'39"W 76.67'
132. N00°16'21"W 140.67'

CLAUSING-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE PROPERTY OWNERS ASSOCIATION, INC.
COMMON AREA

FILE no. 930501 SHEET 9 of 24

OR2586 PG0074

DESCRIPTION OF
SOUTHBRIDGE, CONDOMINIUM III

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BUILDING 26)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 22°31'07" EAST, A DISTANCE OF 364.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60°13'57" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 29°46'03" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 60°13'57" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 29°46'03" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 27)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 43°15'38" EAST, A DISTANCE OF 245.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 28)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 83°34'31" EAST, A DISTANCE OF 209.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 140.67 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 140.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH (BUILDING 29)

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 89°21'54" EAST, A DISTANCE OF 198.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°24'57" EAST, A DISTANCE OF 97.33 FEET; THENCE SOUTH 75°35'03" EAST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 14°24'57" WEST, A DISTANCE OF 97.33 FEET; THENCE NORTH 75°35'03" WEST, A DISTANCE OF 76.67 FEET TO THE POINT OF BEGINNING.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'54" EAST.)

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAIN 0.914 ACRES MORE OR LESS.

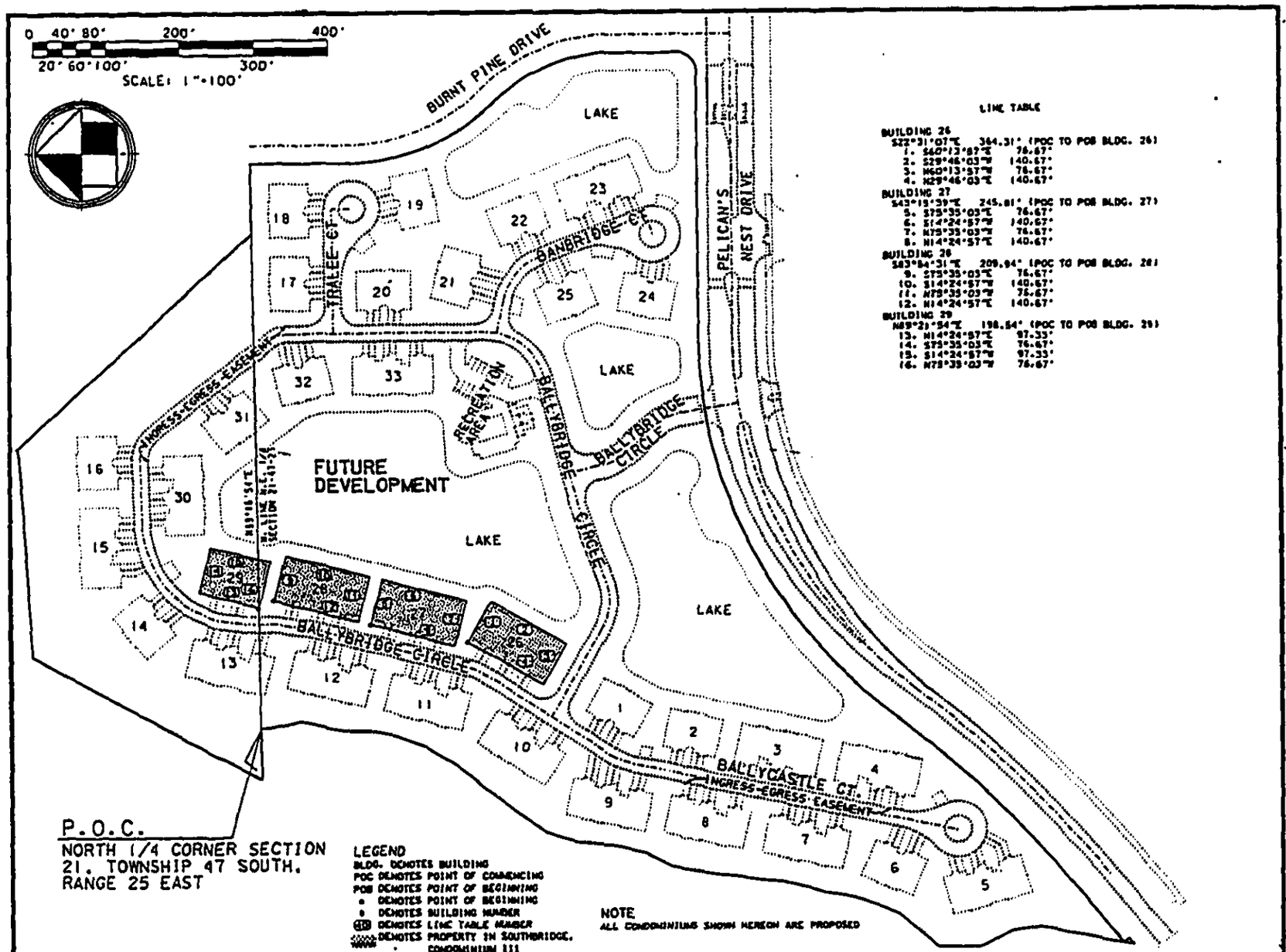
CAMIANI-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
SITE PLAN
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-SS

SHEET 10 OF 24

OR2586 PG0075



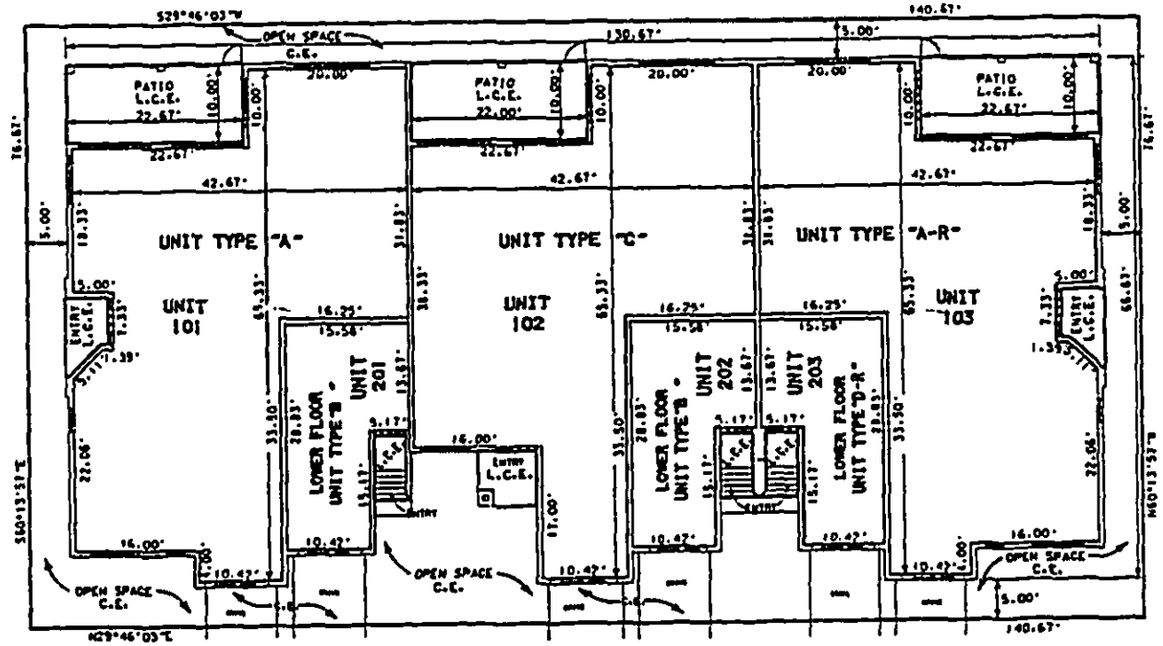
CAMARATA-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
SITE PLAN
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3

OR2586 PG0076

BUILDING 26



LOWER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

_____ DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

"IIIIIII" DENOTES ACCESSWAYS

NOTES

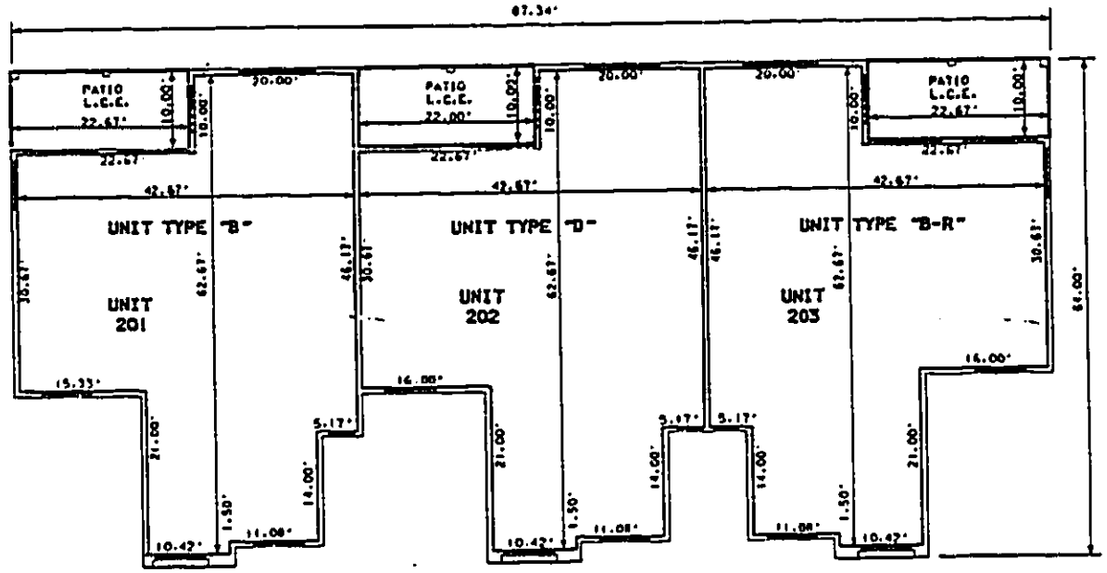
1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. i.e.15.67'
4. THESE PLANS AND DIMENSIONS SHOWN HEREON ARE BASED ON PLANS AND DATA COMPILED BY IMRE EREG ARCHITECT, INC. AND DO NOT REPRESENT AS-BUILT DIMENSIONS.

CAPALDI-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 26
SOUTHBRIDGE, CONDOMINIUM III
FILE NO. 930581-S3

OR2586 PG0077

BUILDING 26



UPPER FLOOR PLAN

0 10' 20' 30'
SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

UIIIIIT DENOTES ACCESSWAYS

NOTES

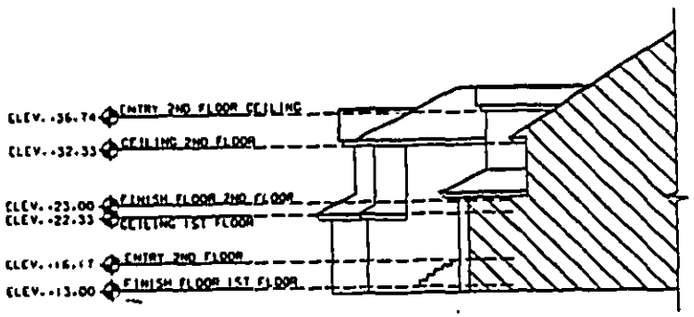
1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. I.e.15.67'
4. THESE PLANS AND DIMENSIONS SHOWN HEREON ARE BASED ON PLANS AND DATA COMPILED BY IMRE EREG ARCHITECT, INC. AND DO NOT REPRESENT AS-BUILT DIMENSIONS.

CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

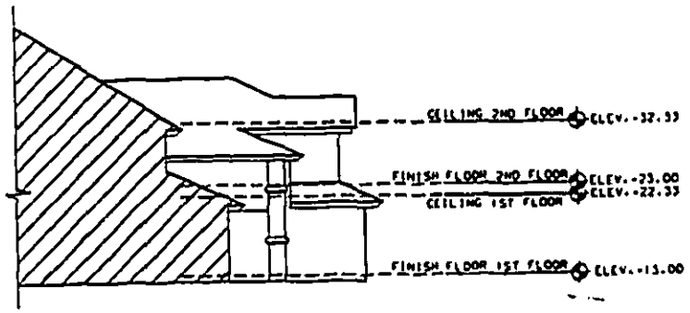
SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 26
SOUTHBRIDGE, CONDOMINIUM III
FILE NO. 930501-S3
SHEET 13 OF 24
SEAL

OR2586 PG0078

BUILDING 26



PARTIAL ELEVATION



PARTIAL ELEVATION

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.

CARMANAH-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

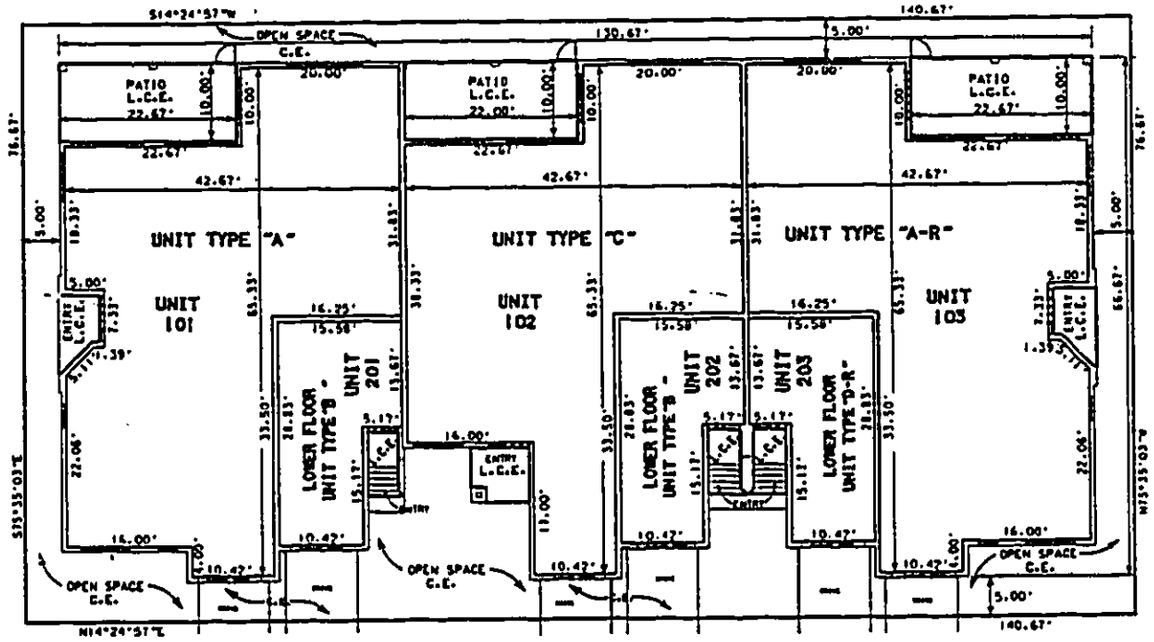
SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 26
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3 SHEET 14 OF 24

SEAL

OR2586 PG0079

BUILDING 27



LOWER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

_____ DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

"IIIIIII" DENOTES ACCESSWAYS

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. i.e.15.67'
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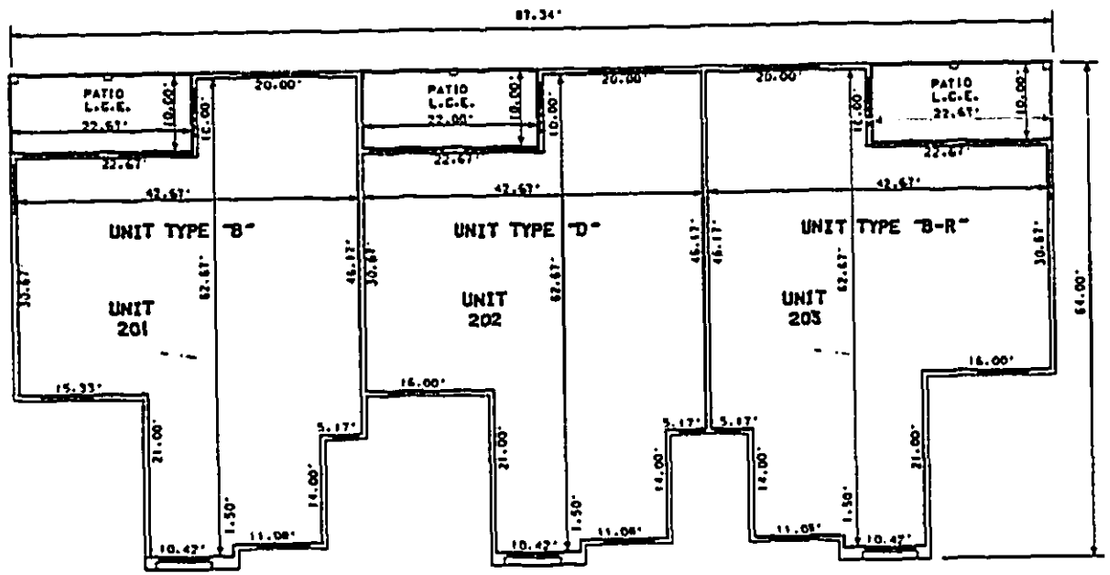
CAMPBELL-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 27
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3

0R2586 PG0080

BUILDING 27



UPPER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

_____ DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

"IIIIIII" DENOTES ACCESSWAYS

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CAMARAS-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

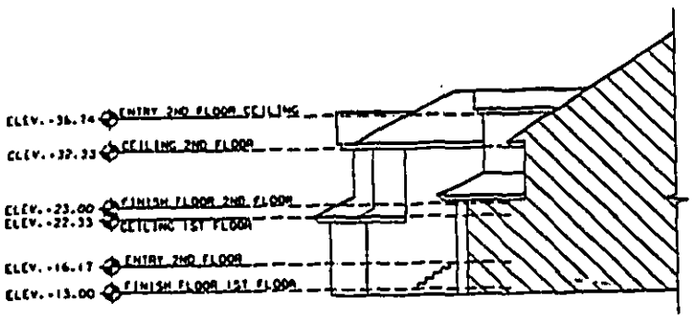
SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 27
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3 SHEET 16 OF 20

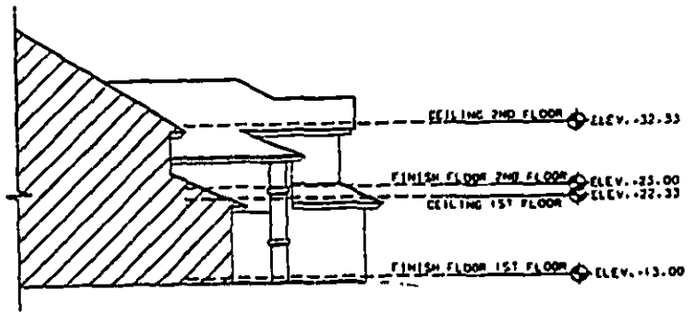
SEAL

OR2586 PG0081

BUILDING 27



PARTIAL ELEVATION



PARTIAL ELEVATION

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CAVANAUGH-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

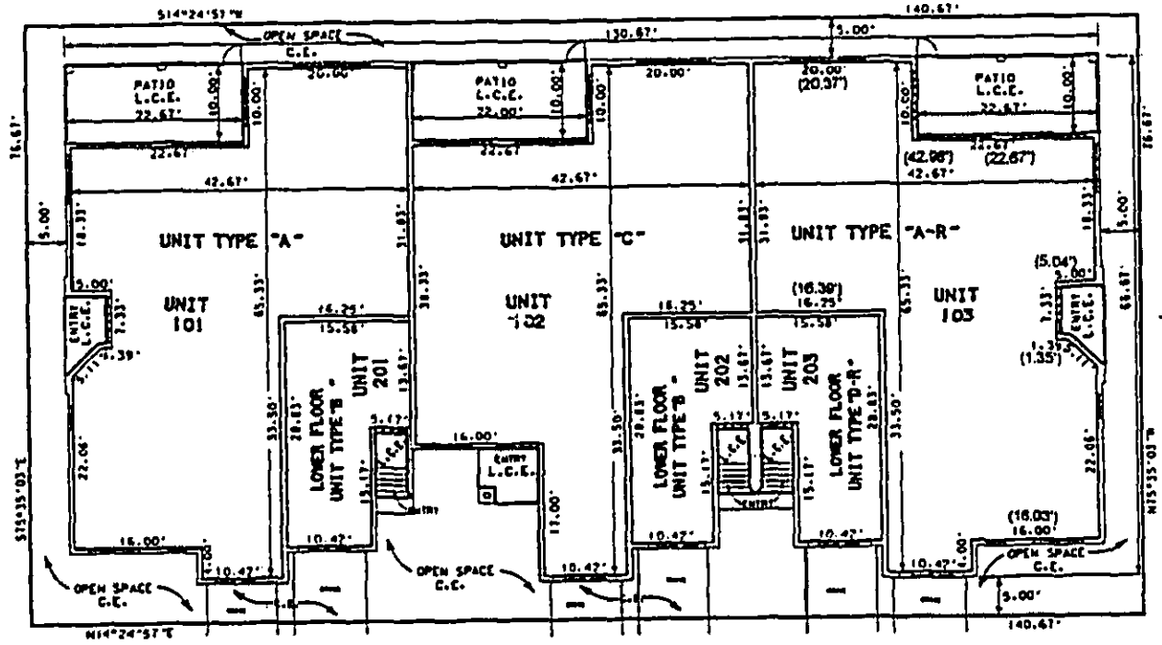
SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 27
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3

SEAL

OR2586 PG0082

BUILDING 28



LOWER FLOOR PLAN

0 10' 20' 30'
SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

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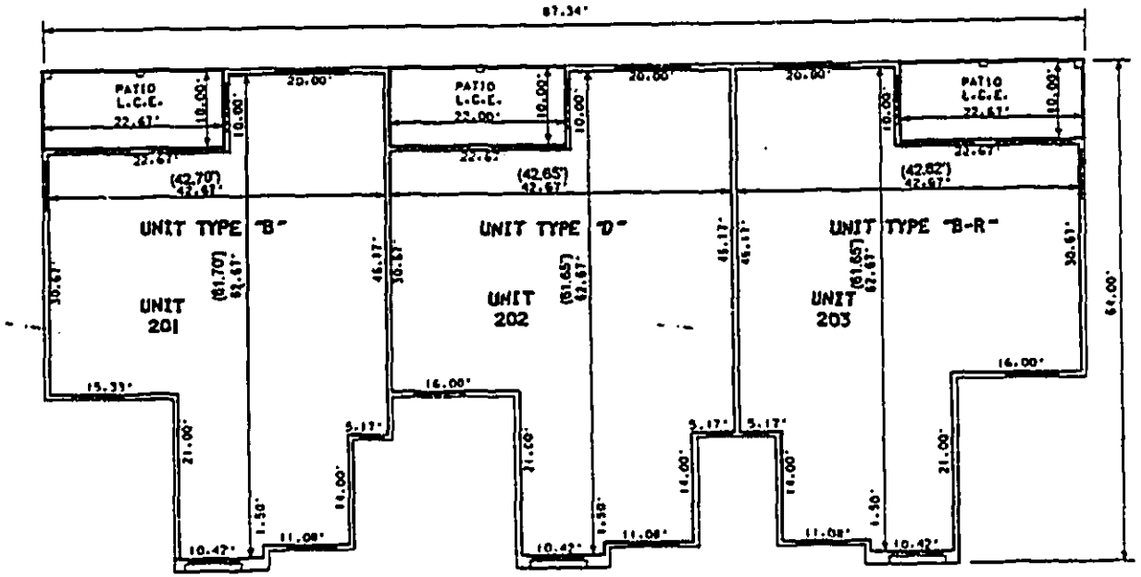
5. ALL BUILDING ASBUILT DIMENSIONS ARE WITHIN 0.20' UNLESS OTHERWISE SHOWN IN PARENTHESIS (3.61')

CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 28
SOUTHBRIDGE, CONDOMINIUM III
FILE NO. 930501-S3

OR2586 PG0083

BUILDING 28



UPPER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

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CAMARAS-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

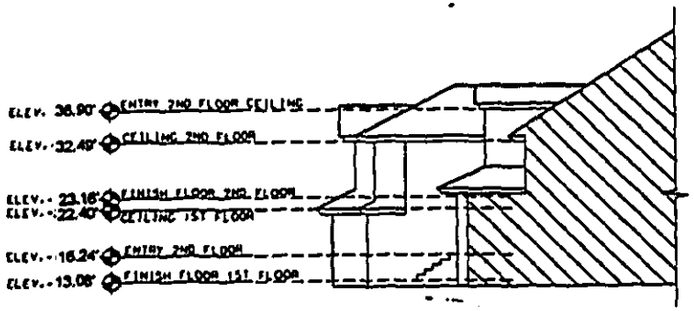
SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 28
SOUTHBRIDGE, CONDOMINIUM III

FILE no. 930501-53

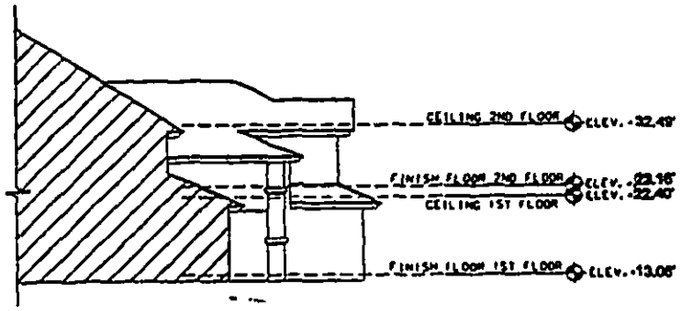
SEAL

OR2586 PG0084

BUILDING 28



PARTIAL ELEVATION



PARTIAL ELEVATION

NOTES

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CARRARO-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

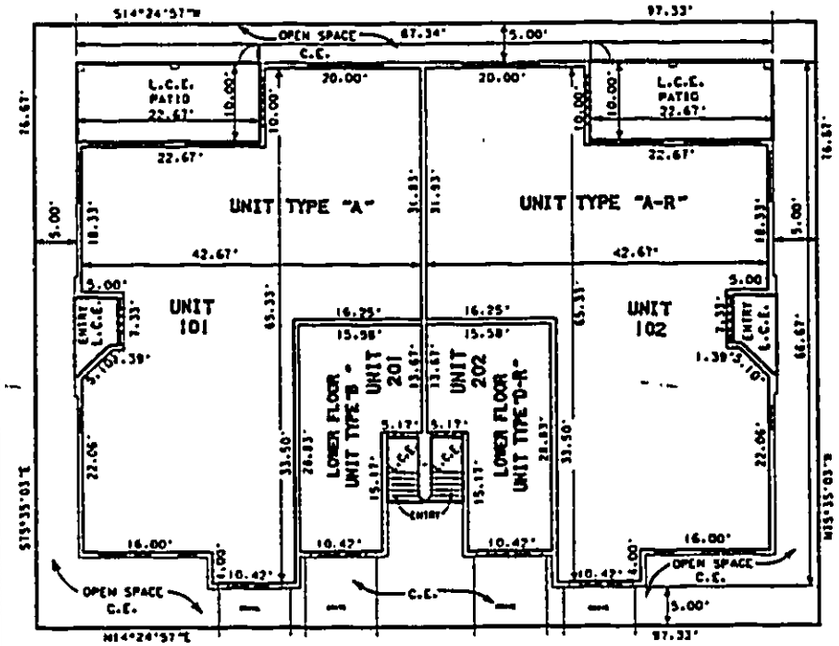
SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 28
SOUTHBRIDGE CONDOMINIUM III

FILE NO. 930501-SS

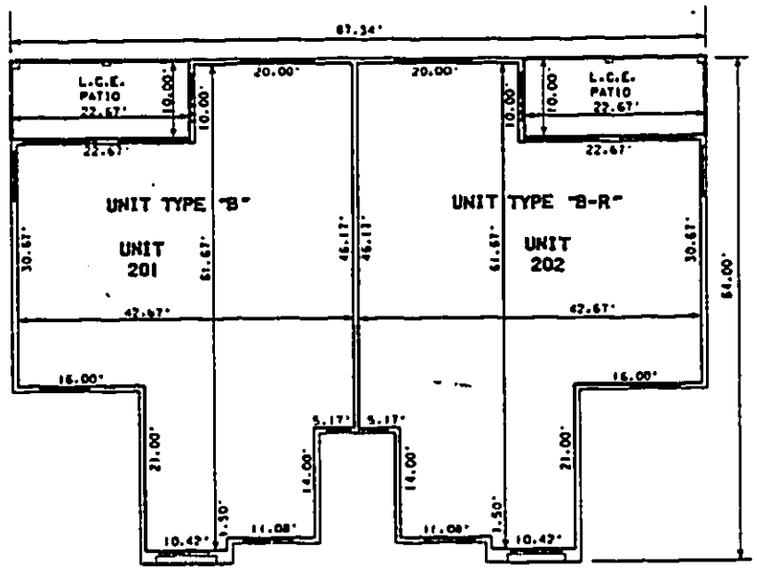
SEAL

OR2586 PG0085

BUILDING 29



LOWER FLOOR PLAN



UPPER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

_____ DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

"IIIIIII" DENOTES ACCESSWAYS

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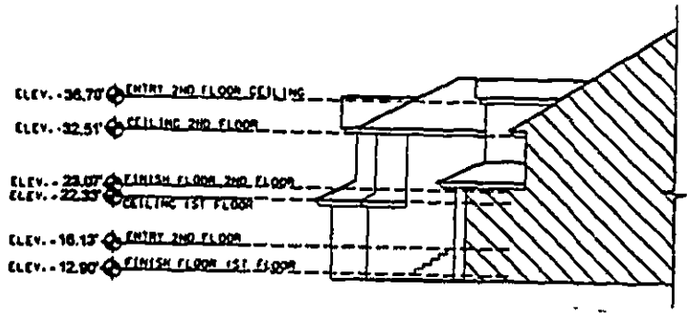
CAMARATA-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 29
SOUTHBRIDGE, CONDOMINIUM III

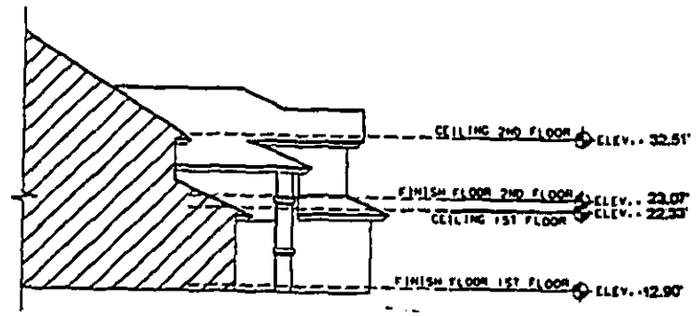
FILE NO. 930501 S3 SHEET 21 OF 24 SEAL

OR2586 PG0086

BUILDING 29



PARTIAL ELEVATION



PARTIAL ELEVATION

NOTES

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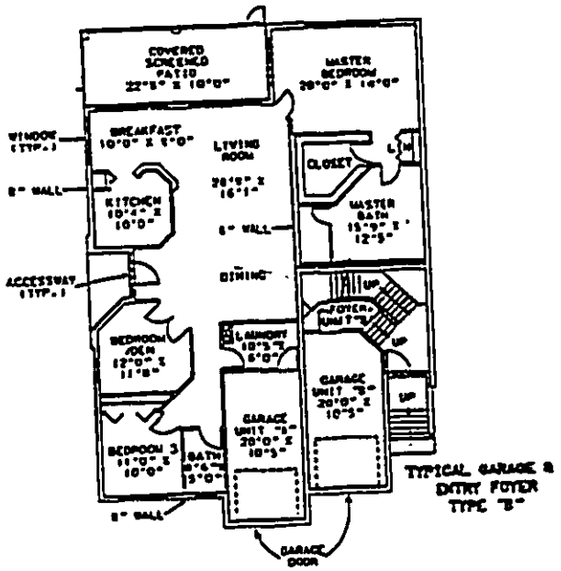
CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 29
SOUTHBRIDGE CONDOMINIUM III

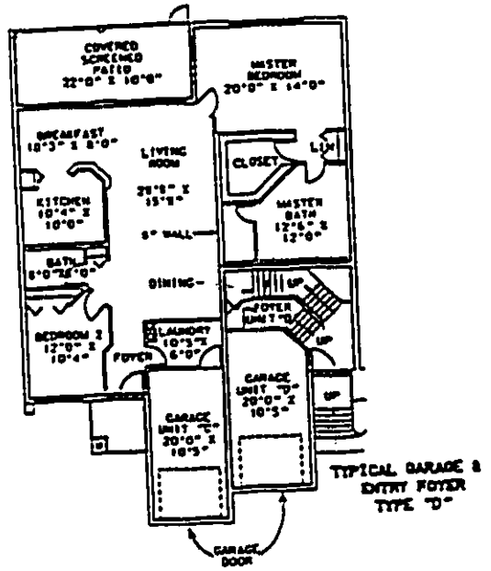
FILE NO. 930501-S3

OR2586 PG0087



TYPICAL GARAGE & ENTRY FOYER TYPE "B"

TYPICAL UNIT TYPE "A"



TYPICAL GARAGE & ENTRY FOYER TYPE "D"

TYPICAL UNIT TYPE "C"

NOTES

1. DIMENSIONS SHOWN IN FEET AND INCHES ARE APPROXIMATE ROOM SIZES
2. ALL EXTERIOR UNIT WALLS ARE 8" WIDE UNLESS OTHERWISE SHOWN.
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0 10' 20' 30'
SCALE: 1"=10'

LEGEND

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND DEVELOPMENT CONSULTANTS
PLANNERS

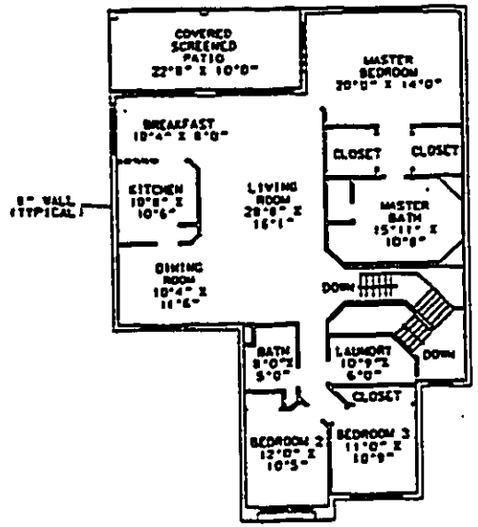
SOUTHBRIDGE, A CONDOMINIUM
UNIT PLAN - UNITS "A" & "C"
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 950501

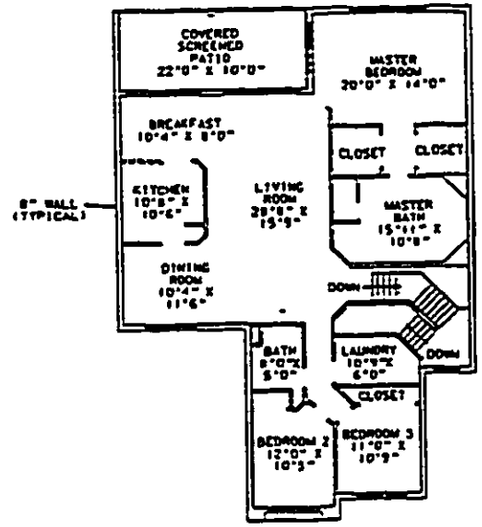
SHEET 23 OF 24

SEAL

OR2586 PG0088



TYPICAL UNIT
TYPE "B"



TYPICAL UNIT
TYPE "D"

LEGEND

DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

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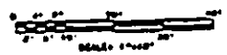

CAMPBELL-PRESTON AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
UNIT PLAN - UNITS "B" & "D"
SOUTHBRIDGE CONDOMINIUM III

FILE NO. 930501 SHEET 24 OF 24

OR2586 P0089

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SOUTHBRIDGE CONDOMINIUM NO. 3 ASSOCIATION, INC., a Florida corporation, filed on June 24, 1994, as shown by the records of this office.

The document number of this corporation is N94000003153.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of June, 1994

Jim Smith
Secretary of State

CR2EO22 (2-91)

EXHIBIT "4" TO DECLARATION

ARTICLES OF INCORPORATION

FOR

SOUTHBRIDGE CONDOMINIUM NO. 3 ASSOCIATION, INC.

FILED
2004 JAN 24 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OR2586 PG0091

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following articles of incorporation.

ARTICLE I

NAME

The name of the corporation shall be Southbridge Condominium No. 3 Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is: 5245 Big Pine Way, Fort Myers, Florida 33907.

ARTICLE III

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, to be known as Southbridge Condominium No. 3, (hereinafter, the "Condominium").

ARTICLE IV

DEFINITIONS

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

ARTICLE V

POWERS

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

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

5.2 Enumeration: The Association shall have all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments, Special Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominiums.

(d) To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and members as Unit Owners of the Condominiums.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominiums.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of any Condominium Property.

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

(h) To employ personnel to perform the services required for the proper operation of the Condominiums.

5.3 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 Declarations, these Articles and the By-Laws.

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

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

ARTICLE VI

MEMBERS

6.1 Membership: The members of the Association shall consist of all of the record owners of Units in the Condominiums from time to time, and after termination of the Condominiums shall consist of those who were members at the time of such termination, and their successors and assigns.

6.2 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.

6.3 Voting: On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations and By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

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

OR2586 PG0092

ARTICLE VII

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator to these Articles is:

NAME	ADDRESS
MORRIS J. WATSKY	700 N.W. 107th Avenue Miami, Florida 33172

ARTICLE IX

OFFICERS

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

PRESIDENT:	Armando J. Goenaga 5245 Big Pine Way, Suite 102 Fort Myers, Florida 33907
VICE PRESIDENT:	Julie Kline 5245 Big Pine Way, Suite 102 Fort Myers, Florida 33907
SECRETARY/TREASURER:	Jodi Sasloe 5245 Big Pine Way, Suite 102 Fort Myers, Florida 33907

ARTICLE X

DIRECTORS

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

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

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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

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

NAME	ADDRESS
Armando J. Goenaga	5245 Big Pine Way Fort Myers, Florida 33907
Julie Kline	5245 Big Pine Way Fort Myers, Florida 33907
Jodi Sasloe	5245 Big Pine Way Fort Myers, Florida 33907

ARTICLE XI

INDEMNIFICATION

11.1 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, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that 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 judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Approval. Any indemnification under Section 10.1 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 under the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 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 voting interests of the members.

11.4 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 any specific case upon receipt of an undertaking by or on behalf of the affected

director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section 10.

11.5 Miscellaneous: The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, 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 and personal representatives of such person.

11.6 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 another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XII

BY-LAWS

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

ARTICLE XIII

AMENDMENTS

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

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

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

(a) by not less than a majority of the voting interests of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) by not less than 80% of the voting interests of all of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

13.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications of membership nor in the voting rights or property rights of members, nor any changes in Sections 5.3 and 5.5 of Article V, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declarations or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Lee County, Florida.

ARTICLE XIV

INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the corporation shall be at 700 N.W. 107th Avenue, Miami, Florida 33172, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be MORRIS J. WATSKY.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 23rd day of June, 1994.

Morris J. Watsky

ACKNOWLEDGMENT

STATE OF FLORIDA :
COUNTY OF DADE :

The foregoing Articles of Incorporation was acknowledged before me this 23rd day of June, 1994, by Morris J. Watsky. He is personally known to me and did not take an oath.

Janet S English
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
JANET S ENGLISH
COMMISSION NUMBER
CC215052
MY COMMISSION EXP.
AUG. 10,1996

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CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

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Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, Southbridge Condominium No. 3 Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 5245 Big Pine Way, Fort Myers, Florida 33907, has named MORRIS J. WATSKY, whose office is located at 700 N.W. 107th Avenue, Miami, Florida, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

MORRIS J. WATSKY

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BY-LAWS OF

SOUTHBRIDGE CONDOMINIUM NO. 3 ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of Southbridge Condominium No. 3 Association, Inc., (the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Lee County, Florida, and known as Southbridge Condominium No. 3 (the "Condominium").

   1.1 Principal Office. The principal office of the Association shall be 5245 Big Pine Way, Suite 102, Fort Myers, Florida 33907, or at such other place as may be subsequently 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, the Florida Condominium Act shall be referred to as the "Act", these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

   3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

   3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of all the voting interests of the membership of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Additionally, special members' meetings may be called by ten (10%) percent of the voting interests of the Association to recall a member or members of the Board of Directors or as provided for in Section 9.1(a)(ii) hereof; which meetings shall be called and held in accordance with the terms and provisions of the Act and Section 4.3 hereof.

   3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members stating the time and place, and identifying and incorporating the agenda items for which the meeting is called must be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property or Association Property. The Board must adopt a rule designating the specific location on the Condominium Property or Association Property upon which all Unit Owner meetings will be posted. However, this requirement does not apply if there is no Condominium Property or Association Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) nor more than sixty (60) days prior to the date of the meeting and shall be for fourteen (14) continuous days. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming

that notice of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association.

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

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to thirty-three and one-third percent (33-1/3%) of the votes of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) a new meeting or meetings will be called upon proper notice as described in Section 3.3 of these By-Laws. At such new meeting or meetings, if necessary, at which a quorum exists any business may be transacted which might have been transacted at the meeting originally called. For the purposes of establishing a quorum at any Association meeting only the Voting Interests present or by proxy shall be counted. The written joinder of any Unit Owner may not be utilized to establish a quorum when such joinder occurs subsequent to the meeting. Notwithstanding the above, there shall be no quorum requirements; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of Directors.

3.5 Voting.

(a) Number of Votes. Except when the vote is to be determined by a percentage of shares of ownership in the Condominium as contemplated in specific portions of the Declaration, in any meeting of members, the Owners of Units shall be entitled to cast one (1) 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 voting interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the voting interests of Unit Owners and not a majority of members themselves and shall further mean more than fifty (50%) percent of the then total authorized voting interests present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration, or Articles, it shall mean such greater percentage of the voting interests of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one (1) person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, or one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked if by a record owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the

Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.6 Proxies. Votes may be cast in person or by use of a limited proxy. A limited proxy may be made by any person entitled to vote, but shall only be valid for the limited purpose set forth therein and for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A limited proxy cannot be used to vote in the election of Directors unless otherwise provided for in Chapter 718, Florida Statutes. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), specify the date, time and place of the meeting for which it is given and be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners. The form of limited proxy shall substantially conform with a form to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division").

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum as provided in Section 3.4 hereof is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things, that a quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33-1/3% of the voting interests of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

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

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of inspectors of election;

(h) Determination of number of Directors;

(i) Election of Directors;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

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

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

3.10 Participation at Meetings. Unit Owners shall have a right to speak at all Owner meetings as to all agenda items. The Board shall adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Unit Owners shall have the right to tape, record or videotape an Owner's meeting.

3.11 Action Without a Meeting. With the exception of a special meeting called for the purpose of adopting a budget for the Association which requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members shall be taken at a duly noticed meeting of members; except that any action may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles and thereafter, except as provided herein, from time to time, upon the vote of a majority of the voting interests of the membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit in the Condominium. All other Directors must be Unit Owners and residents of Units in the Condominium.

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

(a) Election of Directors shall be held at the annual members' meeting, or if not at the annual members meeting, then the same day as the annual members meeting, except as provided herein to the contrary.

(b) If there is only one candidate for election to fill a vacancy, no election is required.

(c) The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or by voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

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(d) Notwithstanding anything to the contrary set forth in this Section 4.2, the procedure for the election of Directors shall be in accordance with Rule 61B-23.0021, Florida Administrative Code, except that if the Association consists of 25 or fewer units, it may, by a two-thirds vote of the Unit Owners, provide for a different voting and election procedures which vote may be by a proxy specifically delineating the different voting and election procedures.

4.3 Notice of Meeting to Elect Directors shall be given in two steps as follows:

(a) First Notice. Not less than 60 days before the scheduled election, the Association must send notice to each Unit Owner of the date of the election. Not less than 40 days prior to the election, eligible candidates must give notice to the Association of his or her desire to run for the Board in order to be placed on the ballot. A candidate may furnish the Association with an information sheet. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if permission has been given by the other eligible person, in writing, to nominate the other person.

(b) Second Notice. Not less than 30 days before the scheduled election, the Association must send a notice to all owners reminding them of the election, together with a ballot listing all eligible candidates and, upon the request of a candidate, the Association shall include an information sheet no larger than 8-1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election.

(c) Notwithstanding anything to the contrary set forth in this Section 4.3, the procedure for giving notice for the election of Directors shall be in accordance with Rule 61B-23.0021, Florida Administrative Code.

4.4 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the unit owners, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.17 hereof shall be filled by the Developer without the necessity of any meeting.

(b) Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests, and for establishing a quorum, only units owned by Unit Owners other than Developer shall be counted.

(c) Directors elected or appointed by Developer shall be subject to recall only by Developer. Voting interests owned or controlled by Unit Owners other than Developer shall not vote in such recall, whether in person or by proxy. For the purposes of establishing percentages of voting interests and for establishing a quorum, only units owned by Developer shall be counted.

(d) Developer only may vote, in person or by proxy, to fill a vacancy on the Board of Directors previously occupied by a Board member elected or appointed by Developer. A quorum for the purposes of that vote shall consist of a majority of units owned by Developer. Only Unit Owners other than Developer may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than Developer. A quorum for the purposes of that vote shall consist of a majority of Unit Owners other than Developer.

(e) Subject to the provisions of the Act and Section 4.17 of these By-Laws, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of

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all the voting interests of the members. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(i) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph (iii) hereto.

(ii) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days, any and all records and property of the Association in his or their possession, or proceed as described in subparagraph (iii) hereto.

(iii) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days, file with the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"), a petition for arbitration pursuant to the procedures in Section 718.1255 of the Act. For purposes of this Section 4.3(e), the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take appropriate action pursuant to Section 718.501 of the Act. Any member or members so recalled shall deliver to the Board any and all records of the Association in his or their possession within five (5) full business days of the effective date of the recall.

(iv) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(v) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, which rules need not be consistent with this subsection. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election.

(f) Notwithstanding anything to the contrary set forth in this Section 4.4, the procedure for filling vacancies or removing Directors shall be in accordance with Rule 61B-23.0021 of the Florida Administrative Code. except where a vacancy occurs on the Board of Directors as a result of a

recall and less than a majority of the Directors are removed, in which instance the vacancy may be filled by the affirmative vote of a majority of the Directors.

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

4.6 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency. Upon notice to Owners given by mail or personally to each Owner, the Board of Directors shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board of Directors meetings, both regular and special, shall be posted.

Notwithstanding the above, at any meeting at which there will be proposed, discussed or approved (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit, which shall be placed in the official records of the Association. All notices for a regular meeting must specifically incorporate an identification of agenda items. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

4.8 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and specifically identify the agenda items of the meeting and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property or Association Property for at least forty-eight (48) continuous hours in advance for the attention of the members of the Association except in the event of an emergency. If there is no Condominium Property or Association Property upon which notices can be posted, notice of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit.

Notwithstanding the above, at any meeting at which there will be considered (i) non-emergency special assessments, or (ii) amendments to rules regarding unit use, additional notice must be mailed or hand delivered to each Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the meeting. The person providing the notice shall sign an affidavit attesting to the mailing and posting of this additional notice; no other person is qualified to sign this affidavit which shall be placed in the official records of the Association. All notices for a special meeting must specifically incorporate an identification of agenda items.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to be due receipt by

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said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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

4.11 Adjourned Meetings. If at any proposed meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

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

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

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

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

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

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

4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments or Special Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in Paragraph (g) and (p) of Section 5 below.

The Board, or a member of the Board may also create a committee and appoint Board Members and/or Unit Owners to such committee and invest in such committee such powers and responsibilities as the Board shall deem advisable

to make recommendations to the Board regarding the Association Budget or to take action on behalf of the Board.

Committee meetings at which a quorum is present shall be open to Unit Owners and notice of such meeting shall be given just as is given for a meeting of the Board.

4.17 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers, (c) when all of the Units that will operated ultimately by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after the recordation of the Declaration of Condominium, or if the association ultimately operates more than one condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or if the association operates a phase condominium created pursuant to Section 718.403, Florida Statutes, seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

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

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give proper notice as set forth in Section 4.3 hereof of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

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

(a) The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;

(b) A certified copy of the Articles of Incorporation for the Association;

(c) A copy of the By-Laws of the Association;

(d) The minute books, including all minutes, and other books and records of the Association;

(e) Any rules and regulations which have been adopted;

(f) Resignations of resigning officers and Board members who were appointed by the Developer;

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date Developer relinquishes control of the Association. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be an audit in accordance with generally accepted accounting standards as defined by rule by the Board of Accounting. The accountant performing the audit shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments and Special Assessments, if any. The audit shall be for the period in which Developer controlled the Association, but may start from the ending date of an earlier audit. The audit shall be delivered on or before ninety (90) days after turnover of control of the Association.

(h) Association funds or the control thereof;

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components servicing the Improvements and the Condominium Property;

(k) Insurance policies;

(l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;

(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;

(n) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;

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

(p) Leases of the Common Elements and other leases to which the Association is a party, if applicable;

(q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts

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in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and

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

4.18 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.19 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board of Directors meeting except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Board Member's vote or abstention.

4.20 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

4.21 Owners Right. Owners present at a meeting shall have the right to speak with reference to all designated agenda items subject to any reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Owner statements.

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

(a) Operating and maintaining the Common Elements.

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

(c) Collecting the Assessments and Special Assessments from Unit Owners.

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

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing, holding or otherwise acquiring Units or other property in the name of the Association or its designee for the use and benefit of its members.

(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.

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(j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(k) Obtaining and maintaining adequate insurance to protect the Association, the Association Property, if any, and 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 or otherwise.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper to the sound management of the Condominium.

(n) Levying fines where appropriate against Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.

(o) Purchasing or leasing Units for use by resident superintendents.

(p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the voting interests of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of $20,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file or which will affect such Unit Owner's Unit.

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

(r) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use provided such use is the subject of a lease between the Association and the Unit Owner.

(s) At its discretion, initiating or authorizing voluntary binding arbitration of internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns in accordance with the rules of procedure promulgated by the Department of Business and Professional Regulation.

(t) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.

(u) To grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

(v) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act; (ii) all powers specifically set forth in the Agreement for Deed and exhibits thereto and the Articles and By-Laws of the Master Association with respect to the collection of the Assessments for

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and on behalf of the Master Association and (iii) all powers incidental to (a) and (b) above and all other powers a Florida corporation not for profit under Florida Statutes, Chapter 607 and 617, (as they exist on the date hereof and as hereafter renumbered) as applicable, if not inconsistent with the Act.

(w) Levying Assessments for Common Expenses against Unit Owners for their share of the items in the budget, and/or Special Assessments for Common Expenses for emergencies for the Association and for the Master Association.

(x) Electing a Delegate, who must be Director to the Master Association who may be pre-emptorily removed at any meeting by concurrence of a majority of all the Directors.

(y) Maintaining, since the inception of the Association, a copy of each of the following, where applicable, which shall constitute the official records of the Association:

(1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 4.16 of these By-Laws;

(2) A photocopy of the recorded declaration of each condominium operated by the Association and all amendments thereto;

(3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(5) A copy of the current rules of the Association;

(6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;

(7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

(8) All current insurance policies of the Association and condominiums operated by the Association;

(9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owner's have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the Association;

(11) Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, Special Assessment, if any, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

(12) Ballots, sign-in sheets and all other papers relating to voting by Unit Owners, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document related.

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(13) All rental records where the Association is acting as agent for the rental of Units.

(14) Minutes of any meeting of the Association or of the Board of Directors shall be available for inspection by Unit Owners, or their authorized representatives, within thirty days after the date of the meeting.

(z) The Association shall prepare a Question and Answer Sheet as described in F. S. 718.504, and shall update it annually.

The official records of the Association shall be maintained within the State of Florida, and shall be open to inspection and made available on the Condominium Property or Association Property to any Association member or the authorized representative of such member at all reasonable times and within five (5) working days after receipt of a written request by the Board or its designee. The failure of the Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttal presumption that the Association willfully failed to comply with the Statute. A Unit Owner who is denied access to official records is entitled to minimum damages of $50.00 per calendar day up to ten (10) days, the calculation to begin on the 11th day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments of each of the foregoing, as well as the Question and Answer Sheet provided for in F. S. 718.504, on the Condominium Property or Association Property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting them. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. Notwithstanding the provision of this paragraph, the following records shall not be accessible to Unit Owners:

1. A record which was prepared by an Association attorney or prepared at the attorney's express direction, which reflects a ;mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative procedures, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings.

2. Information obtained by the Association in connection with the approval of the lease, sale or transfer or a Unit.

3. Medical records of Unit Owners.

If the Association owns, leases or has reasonable access to a photocopy machine the Association shall, at the request of any Association member or the authorized representative of such member, make photocopies of Association official records as requested by such Association member or the authorized representative of such member. The Association shall not charge any fee to the Unit Owner or his authorized representative in connection with his inspection of the official records except the Association may charge a reasonable fee for the cost of making any copies provided such fee does not exceed 25 cents per page.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer/Secretary, who shall be a Director and an Assistant Secretary who need not be a Director, all of whom shall be elected by the Board of Directors and who may be pre-emptorily 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 or Assistant 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 designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the

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Association. Officers need not be Unit Owners except if the officer is also a Director.

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

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

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

6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer. 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 this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, 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 unless withdrawn. 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.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners and allocate and assess expenses among the Unit Owners in accordance with the provisions hereof and of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, at a duly called meeting

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of members, by a vote of a majority of the voting interests of the members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of the Unit Owners has been called to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget, shall go into effect. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

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

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen (115%) percent of such Assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the voting interests to the Board of Directors, a special meeting of Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of not less than a majority of all the voting interests of the Unit Owners (including the voting interests of the Developer).

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property and expenses which are unique to specific Unit Owners.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an Assessment for a year greater than one hundred fifteen (115%) percent of the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the voting interests (including the voting interests of the Developer).

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Section 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for special meetings in Section 9.1(a), or propose a budget in writing to the members. If such budget is approved by a majority of the voting interests at the meeting or in writing, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

(c) Failure of Quorum or to Adopt Substitute Budget. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the

election of the Board) of the year for which the Assessments are made. If 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 (or quarterly) 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 (or quarters) of the calendar year left as of the date of such amended Assessment, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Charges by the Association. Charges by the Association against members for other than Common Expenses shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or the exhibits 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 areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of an Owner and surcharges, fines and damages and other sums due from such Owner.

9.4 Special Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Special Assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in the County 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 these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts, except that for the purpose of investment reserves and operating funds, may be co-mingled, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent. employee, officer, or director of a condominium association shall co-mingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

9.6 Acceleration of Assessment (or Special Assessment) Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Directors may, upon the filing of a claim of lien, accelerate the remaining installments of the Assessments for the remainder of the budget year in which the claim of lien was filed. Accelerated Assessments shall be due and payable on the date the claim of lien was filed.

9.7 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for directors, officers and other persons who control and disburse funds of the Association in the following amounts: If the Association's annual gross receipts do not exceed $100,000, the bond shall be in the principal sum of not less than $10,000 for each such person. If the Association's annual gross receipts exceed $100,000, but do not exceed $300,000, the bond shall be in the principal sum of $30,000 for each such person. If the Association's annual gross receipts exceed $300,000, the bond shall be in the principal sum of not less than $50,000 for each such person. The premiums on such bonds shall be paid by the Association as a Common Expense.

(a) Such fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compen-

sation from the definition of "employees", or similar terms or expressions;

(c) The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense;

(d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee;

(e) When required, such bonds shall provide that the FNMA Servicer receive notice of any cancellation or modification of the bonds, on behalf of FNMA.

9.8 Accounting Records and Reports. Written summaries of the records described in Section 5(y)(11)(a) of these By-Laws, in the form and manner specified below, shall be supplied to each Unit Owner annually.

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

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Costs for recreation facilities;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Costs for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves and depreciation reserves.

9.9 Application of Payment. All Assessment and Special Assessment payments made by a Unit Owner shall be applied as provided herein and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Special Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Special Assessments will be considered and the nature of any such Special Assessments. If "non-emergency" special assessments are to be proposed, discussed or approved, the Association notice shall be both written and posted at least fourteen (14) days prior to said Meeting. The Association Secretary shall sign an affidavit attesting to the mailing and posting of said notice.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

OR2586 PG0115

11. Parliamentary Rules. Robert's' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

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

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

(a) by not less than a majority of the voting interests of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) by not less than 80% of the voting interests of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) by not less than 100% of the entire Board of Directors.

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

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County; provided, however, no amendment to these By-Laws shall be valid unless the first page of the amendment to be recorded shows the book and page of the public records where the Declaration is recorded.

12.5 Procedure. The By-Laws shall not be revised or amended by reference to its title or number only. Proposals to amend the By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, underlining and hyphens as indicative of words added or deleted shall not be used, but instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by law. See by law....for present text." Non-material errors or omissions in the by law process shall not invalidate an otherwise properly promulgated amendment.

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the voting interests of the members represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions.

OR2586 PG0116

Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

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

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

The foregoing was adopted as the By-Laws of the Association, on the _____ day of March, 1995.

APPROVED:

Armando J. Goenaga, President

OR2586 PG0117

SCHEDULE "A" TO BY-LAWS

RULES AND REGULATIONS FOR

SOUTHBRIDGE CONDOMINIUM NO. 3

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

2. The personal property of Unit Owners must be stored in their respective Units.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property.

4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or upon the Common Elements.

5. All refuse must be deposited with all other refuse in areas designated for such purpose by the Developer.

6. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

7. No Unit Owner shall make or permit any disturbing noises in his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

9. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements.

10. The Association may retain a pass key to all Units. If the Unit Owner alters any lock or installs a new lock, the Association may require that the Unit Owner provide it with an additional key.

11. Barbecuing shall be permitted only in designated areas.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except for use in barbecuing.

13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

14. Food and beverages may not be consumed outside of a Unit except in designated areas.

15. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building.

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, on, upon or in the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium Property.

17. The requirements from time to time of any governmental agency for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. No air-conditioning units may be installed by Unit Owners. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

19. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon provided that Developer shall have the right to install and maintain community antennae and radio and television lines and other temporary communications systems.

20. No chain link fences shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer.

21. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these rules and regulations. All children under fourteen (14) years of age must be accompanied by a responsible adult when entering and/or utilizing the commonly used facilities.

22. No animals or pets of any kind, except as may otherwise be provided in the Declaration shall be kept in any Unit.

23. No Unit Owner shall install a screen enclosure to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior consent of the Board of Directors.

24. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a Unit. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Unit Owners other than the Developer and the Association.

25. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and By-Laws as amended from time to time. Failure of an Owner or occupant, licensee or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the use of the Recreation Area, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, licensees, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant and if applicable, his licensee or invitee of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the Owner or occupant shall be entitled to be represented by counsel (at his expense) and cross-examine any present witnesses and other testimony or evidence.

(b) Hearing: The non-compliance shall be presented to a Committee of other Unit Owners ("Committee") appointed by the Board of Directors, after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Committee meeting.

OR2586 PG0119

(c) Penalties: The Board of Directors may impose a fine not in excess of One Hundred Dollars ($100.00) for each non-compliance or each violation.

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or levy of the penalties. a Unit. However, the Board may take such other affirmative and appropriate action as may be necessary to effect collection of fines.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) 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.

26. These Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, or to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board.

OR2586 PG0120

CHARLIE GREEN LEE CTY. FL

95 MAR 24 PM 2:38

PREPARED BY & RETURN TO LENNAR HOMES, INC.
5245 Big Pine Way, #102, Fort Myers, FL 33907

3827672

OR2629 PG1894

AMENDMENT TO DECLARATION OF SOUTHBRIDGE CONDOMINIUM NO. 3

24.00 R
6.00 cd copy
30.00

THIS AMENDMENT TO DECLARATION OF SOUTHBRIDGE CONDOMINIUM NO. 3, is made this 22nd day of August, 1995, by LENNAR HOMES, INC., a Florida corporation (the "Developer").

WITNESSETH:

A. Developer filed a Declaration of Condominium for Southbridge Condominium No. 3 (the "Condominium"), recorded March 24, 1995 in Official Records Book 2586 at Page 38, of the public records of Lee County, Florida (the "Declaration").

B. The Surveyor's Certification attached as a portion of Exhibit "3" to the Declaration contains a certification by the Surveyor that only the construction of Buildings 28 and 29 in the Condominium are complete.

C. Developer has now substantially completed Building 27 of the Condominium and wishes to amend Exhibit "3" to the Declaration to reflect said substantial completion in compliance with Florida Statute 718.104(4)(e).

NOW, THEREFORE, the Developer hereby declares as follows:

1. The Declaration is hereby amended by adding to Exhibit "3" to the Declaration, the Surveyor's Certification attached hereto as Exhibit "A", which certifies that Building 27 of Southbridge Condominium No. 3 is now substantially completed as such term is defined in Florida Statute 718.104(4)(e).

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Janet S English
Name: JANET S. ENGLISH

Sandra G Conwell
Name: SANDRA G. CONWELL

LENNAR HOMES, INC.

By: M. E. Saleda
M. E. Saleda, Vice President

Attest: M. J. Watsky
Morris J. Watsky, Asst. Secretary

STATE OF FLORIDA
COUNTY OF DADE

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

DATED this 22nd day of August, 1995.

Janet S English
Notary Public, State of Florida

NOTARY SEAL
JANET S ENGLISH
COMMISSION NUMBER
CC215052
MY COMMISSION EXP.
AUG 10,1996

THIS INSTRUMENT PREPARED BY:
Morris J. Watsky, Esq.
Seven Hundred N.W. 107 Ave.
Miami, Florida 331[illegible]

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

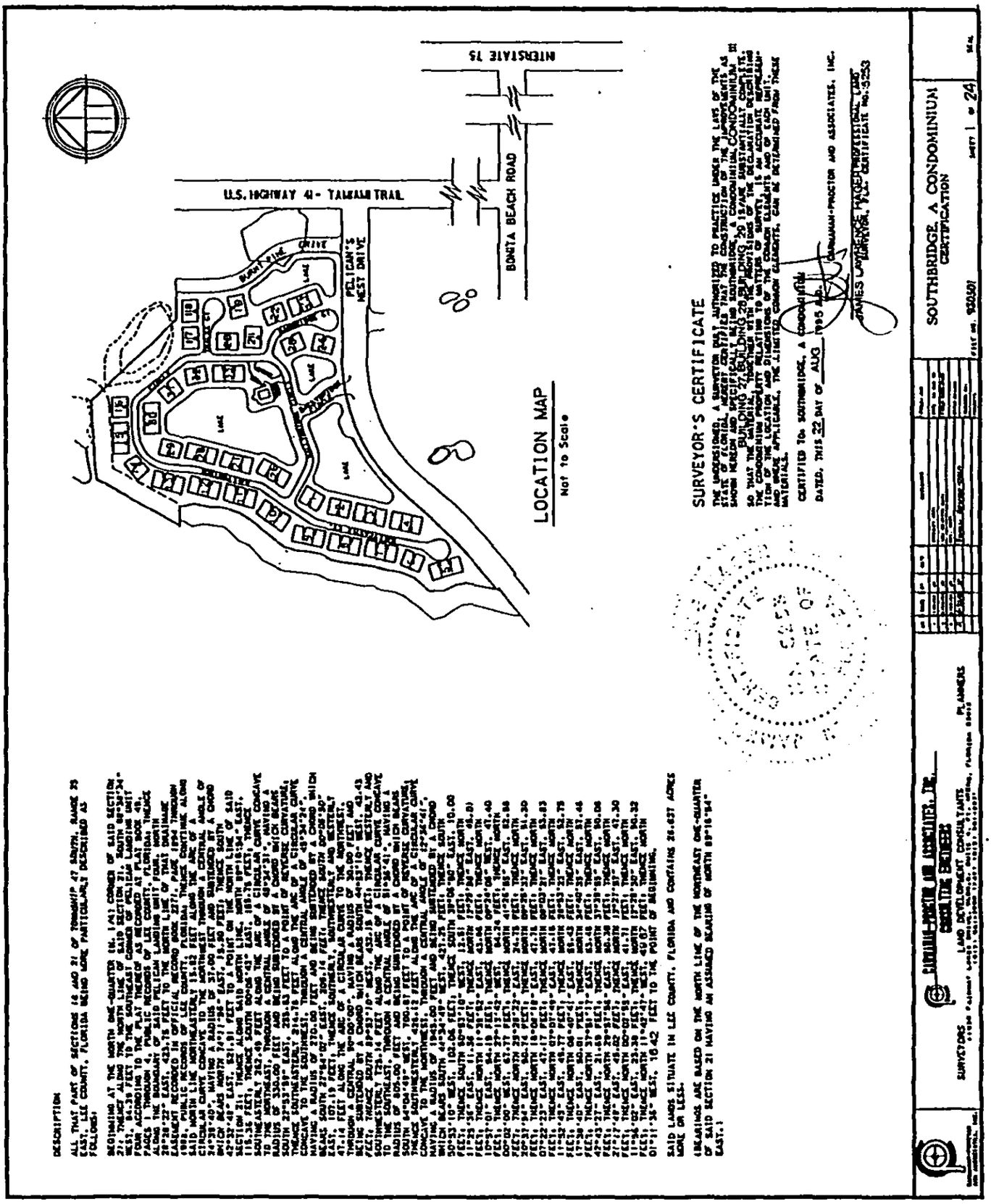
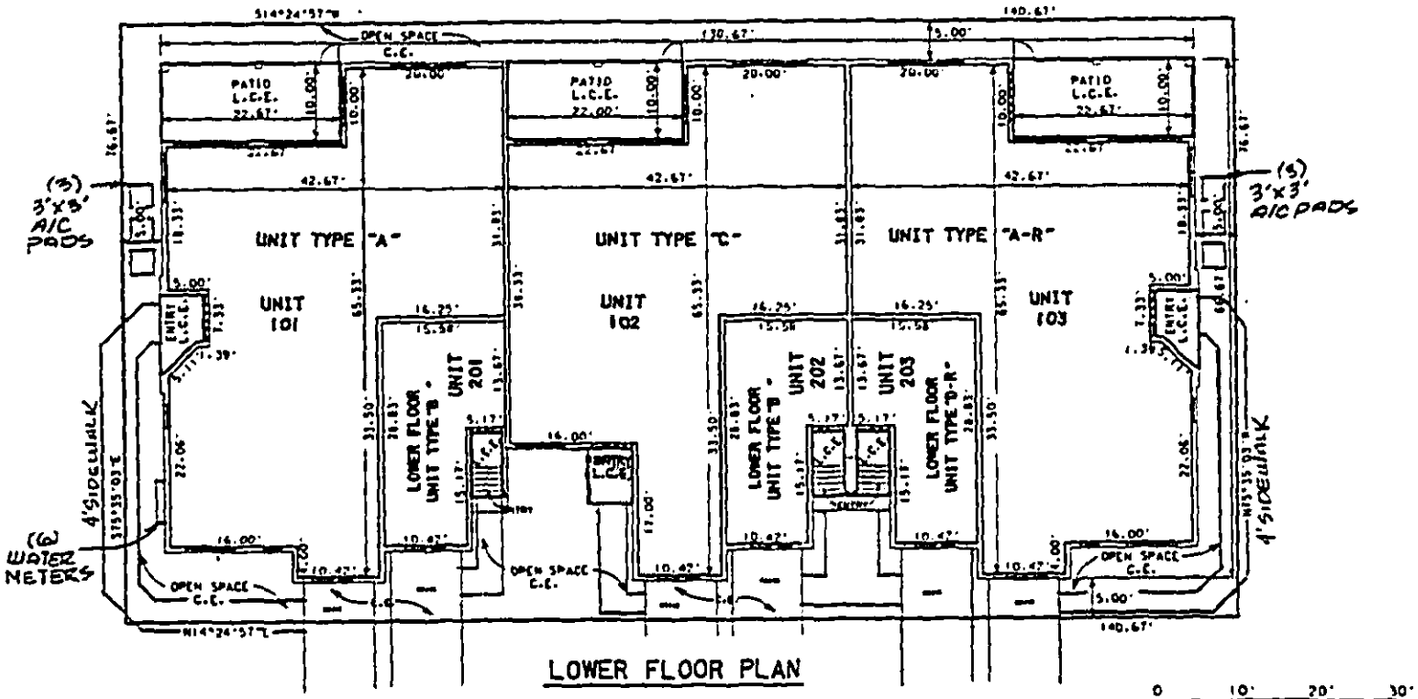

INTERSTATE 75
U.S. HIGHWAY 41 - TAMIAMI TRAIL
BONITA BEACH ROAD
PELICAN'S NEST DRIVE
LOCATION MAP
Not to Scale
SURVEYOR'S CERTIFICATE
CERTIFIED TO: SOUTHBRIDGE, A CONDOMINIUM
DATED, THIS 22 DAY OF AUG 1985 A.D.
JAMES LAWRENCE TREDENNICK, LAND SURVEYOR, FLA. CERTIFICATE No. 3253
SOUTHBRIDGE, A CONDOMINIUM
CERTIFICATION
SHEET 1 of 24
DESCRIPTION
ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 89°38'34" WEST, 84.39 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, OF PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR THE FOLLOWING 29 COURSES: SOUTH 29°38'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2211, PAGE 1994 THROUGH 1998, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 115.62 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 19°50'49", HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27°53'19" EAST, 115.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.16 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THROUGH A CENTRAL ANGLE OF 49°04'24", HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'07" EAST, 207.74 FEET; THENCE SOUTH 00°38'05" EAST, 107.19 FEET; THENCE SOUTHEASTERLY AND WESTERLY 47.14 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE NORTHWEST; THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'19" WEST, 42.43 FEET; THENCE SOUTH 89°53'19" WEST, 433.15 FEET; THENCE WESTERLY AND SOUTHWESTERLY 174.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THROUGH A CENTRAL ANGLE OF 11°38'41", HAVING A RADIUS OF 855.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'49" WEST, 780.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 426.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THROUGH A CENTRAL ANGLE OF 12°34'41", HAVING A RADIUS OF 1943.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 47°34'49" WEST, 425.25 FEET; THENCE SOUTH 53°53'10" WEST, 104.06 FEET; THENCE SOUTH 36°06'50" EAST, 15.00 FEET; THENCE SOUTH 53°53'10" WEST, 34.56 FEET; THENCE NORTH 36°06'50" WEST, 41.81 FEET; THENCE NORTH 11°35'52" EAST, 43.44 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 29°37'04" EAST, 40.72 FEET; THENCE NORTH 10°04'18" EAST, 47.17 FEET; THENCE NORTH 01°22'32" EAST, 47.17 FEET; THENCE NORTH 11°43'43" EAST, 48.57 FEET; THENCE NORTH 04°49'41" EAST, 50.01 FEET; THENCE NORTH 17°30'40" EAST, 51.44 FEET; THENCE NORTH 43°43'27" EAST, 21.69 FEET; THENCE NORTH 27°27'48" EAST, 49.02 FEET; THENCE NORTH 00°07'55" EAST, 41.71 FEET; THENCE NORTH 01°11'36" EAST, 23.38 FEET; THENCE NORTH 01°11'36" WEST, 16.42 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 20.437 ACRES MORE OR LESS.
(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°15'54" EAST.)

Exhibit "A"

BUILDING 27



LOWER FLOOR PLAN

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. i.e. 15.67'
4. THESE PLANS AND DIMENSIONS SHOWN HEREON ARE BASED ON PLANS AND DATA COMPILED BY IMRE EREG ARCHITECT, INC. AND DO NOT REPRESENT AS-BUILT DIMENSIONS.
5. ALL BUILDING ASBUILT DIMENSIONS ARE WITHIN 0.20' UNLESS OTHERWISE SHOWN IN PARENTHESIS (3.61').

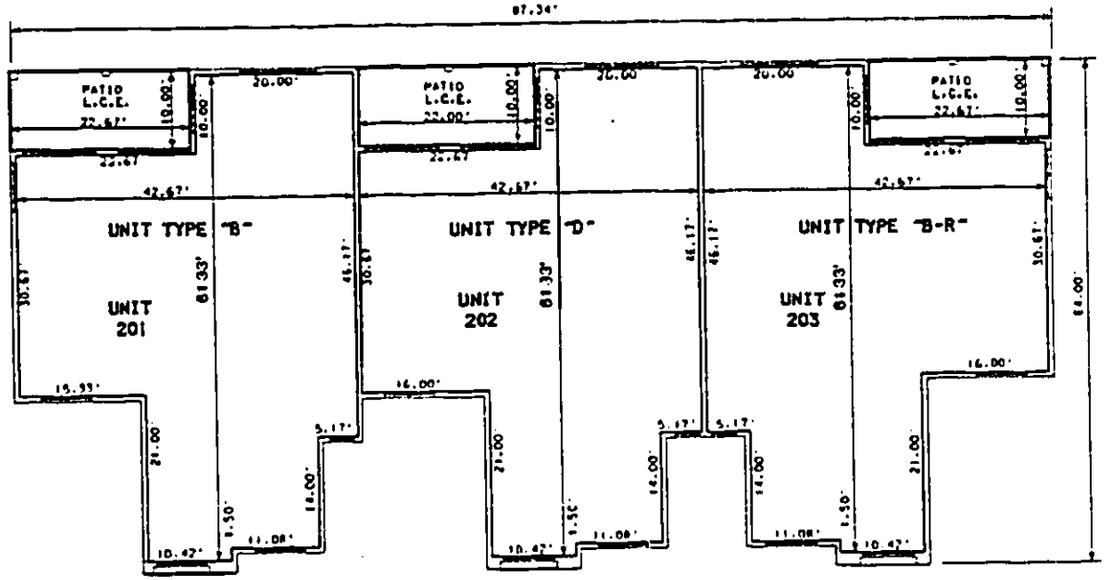
CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

FINAL CONDO-DOCS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 27
SOUTHBRIDGE, CONDOMINIUM III
FILE NO 930501-S3
SHEET 15 OF 24

OR2629 PG1896

BUILDING 27



UPPER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

DENOTES ACCESSWAYS

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. i.e.15.67'
4. THESE PLANS AND DIMENSIONS SHOWN HEREON ARE BASED ON PLANS AND DATA COMPILED BY IMRE EREG ARCHITECT, INC. AND DO NOT REPRESENT AS-BUILT DIMENSIONS.
5. ALL BUILDING ASBUILT DIMENSIONS ARE WITHIN 0.20' UNLESS OTHERWISE SHOWN IN PARENTHESIS (3.61').

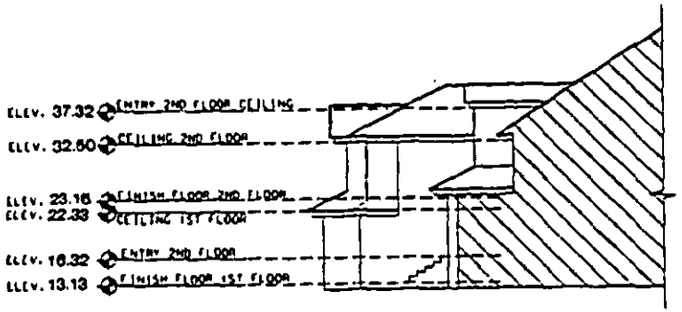
CAULFIELD-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 27
SOUTHBRIDGE, CONDOMINIUM III

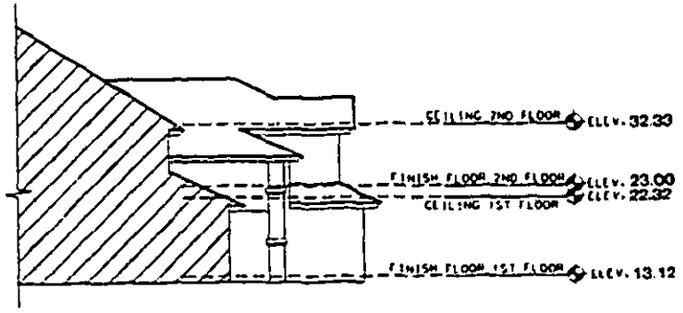
FILE NO 930501-SS

OR2629 PG1897

BUILDING 27



PARTIAL ELEVATION



PARTIAL ELEVATION

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.

CAMARANO-PRENTICE AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 27
SOUTHBRIDGE CONDOMINIUM III

FILE NO. 930501-S3

OR2629 PG1898

95 AUG 24 PM 4:28

CHARLIE GREEN LEE CTY, FL

PLEASE RETURN TO LENNAR HOMES, INC.
5245 Big Pine Way, #102
Fort Myers, FL 33907

24.00 R + cert copy

OR2638 PG1980

AMENDMENT TO DECLARATION OF SOUTHBRIDGE CONDOMINIUM NO. 3

3843383

THIS AMENDMENT TO DECLARATION OF SOUTHBRIDGE CONDOMINIUM NO. 3, is made this 23rd day of September, 1995, by LENNAR HOMES, INC., a Florida corporation (the "Developer").

WITNESSETH:

A. Developer filed a Declaration of Condominium for Southbridge Condominium No. 3 (the "Condominium"), recorded March 24, 1995 in Official Records Book 2586 at Page 38, of the public records of Lee County, Florida, together with all amendments thereto (the "Declaration").

B. The Surveyor's Certification attached as a portion of Exhibit "3" to the Declaration, together with amendments thereto, contains a certification by the Surveyor that only the construction of Buildings 27, 28 and 29 in the Condominium are complete.

C. Developer has now substantially completed Building 26 of the Condominium and wishes to amend Exhibit "3" to the Declaration to reflect said substantial completion in compliance with Florida Statute 718.104(4)(e).

NOW, THEREFORE, the Developer hereby declares as follows:

1. The Declaration is hereby amended by adding to Exhibit "3" to the Declaration, the Surveyor's Certification attached hereto as Exhibit "A", which certifies that Building 26 of Southbridge Condominium No. 3 is now substantially completed as such term is defined in Florida Statute 718.104(4)(e).

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

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Janet S English
Name: JANET S. ENGLISH

Beatrice S. Preblon
Name: BEATRICE S. PREBLON

LENNAR HOMES, INC.

By: M. E. Saleda
M. E. Saleda, Vice President

Attest: Kathleen E. Sierra
Kathleen E. Sierra, Asst. Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 23rd day of September, 1995, by M. E. Saleda and Kathleen E. Sierra, Vice President and Assistant Secretary, respectively, of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Janet S English
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
JANET S ENGLISH
COMMISSION NUMBER
CC215052
MY COMMISSION EXP.
AUG. 10,1996

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

EXHIBIT "A"

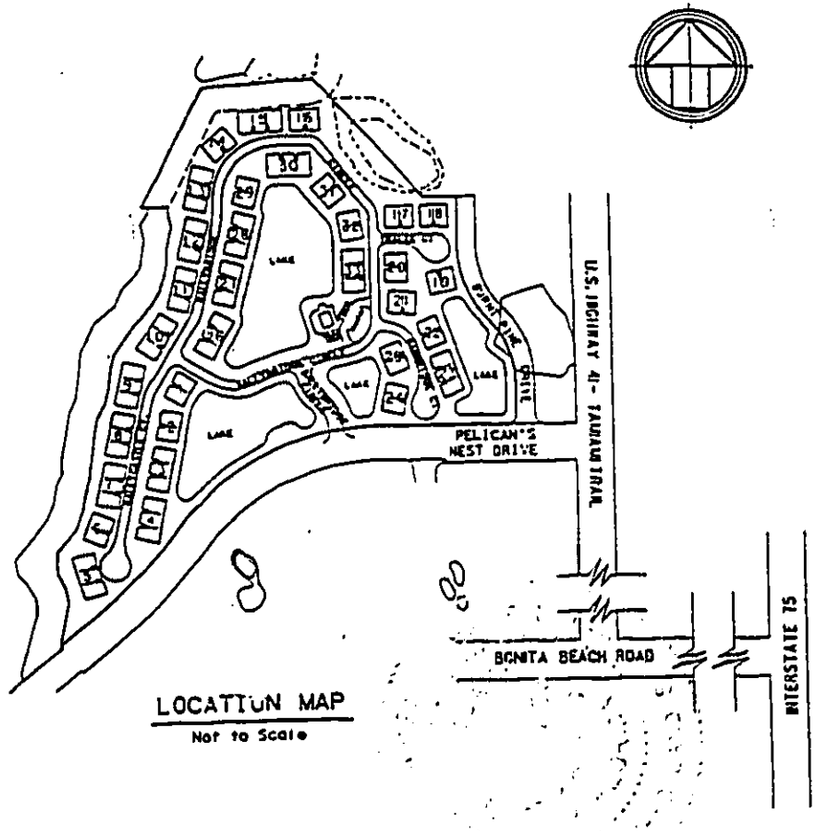
DESCRIPTION

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21, THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 88°38'34" WEST 84.39 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR, NORTH 28°28'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED AT O.R. BOOK 2271, PAGE 1994 THROUGH 1998 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE NORTH 86°31'44" EAST, 328.82 FEET; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 15.92 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 24°39'40" HAVING A RADIUS OF 37.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 74°11'56" EAST, 15.80 FEET; THENCE SOUTH 42°32'48" EAST, 521.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°16'54" EAST, 115.38 FEET; THENCE SOUTH 00°08'43" EAST, 159.75 FEET; THENCE SOUTHEASTERLY 262.49 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 45°34'31" HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°53'59" EAST, 255.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.76 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 45°34'24" HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'02" EAST, 209.14 FEET; THENCE SOUTH 00°08'50" EAST, 107.19 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY 47.12 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 90°00'00" HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'10" EAST, 42.43 FEET; THENCE SOUTH 89°53'10" WEST, 432.15 FEET; THENCE WESTERLY, AND SOUTHWESTERLY 725.14 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 51°36'41", HAVING A RADIUS OF 805.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'49" WEST, 700.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 428.12 FEET ALONG AN ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 12°36'41", HAVING A RADIUS OF 1945.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°34'49" WEST, 427.25 FEET; THENCE SOUTH 50°53'10" WEST, 102.06 FEET; THENCE SOUTH 39°06'50" EAST 10.00 FEET; THENCE SOUTH 50°53'10" WEST, 12.51 FEET; THENCE NORTH 11°25'36" EAST, 11.38 FEET; THENCE NORTH 12°25'56" EAST, 45.01 FEET; THENCE NORTH 11°35'52" EAST, 43.66 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 09°24'06" WEST, 47.40 FEET; THENCE NORTH 27°13'42" WEST, 54.24 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 41°26'55" EAST, 82.98 FEET; THENCE NORTH 25°26'22" EAST, 24.75 FEET; THENCE NORTH 20°37'54" EAST, 50.74 FEET; THENCE NORTH 09°25'33" EAST, 51.30 FEET; THENCE NORTH 16°08'18" EAST, 47.76 FEET; THENCE NORTH 07°22'23" EAST, 47.17 FEET; THENCE NORTH 06°03'21" EAST, 53.83 FEET; THENCE NORTH 07°07'49" EAST, 47.15 FEET; THENCE NORTH 11°52'45" EAST, 49.77 FEET; THENCE NORTH 26°53'23" EAST, 52.75 FEET; THENCE NORTH 12°31'33" EAST, 50.99 FEET; THENCE NORTH 06°40'41" EAST, 59.43 FEET; THENCE NORTH 17°38'40" EAST, 50.01 FEET; THENCE NORTH 34°40'35" EAST, 57.46 FEET; THENCE NORTH 37°51'17" EAST, 63.48 FEET; THENCE NORTH 42°43'27" EAST, 21.69 FEET; THENCE NORTH 37°39'55" EAST, 50.06 FEET; THENCE NORTH 29°57'56" EAST, 50.30 FEET; THENCE NORTH 21°17'49" EAST, 45.02 FEET; THENCE NORTH 12°27'57" EAST, 47.30 FEET; THENCE NORTH 00°02'55" EAST, 41.71 FEET; THENCE NORTH 11°56'02" EAST, 23.38 FEET; THENCE NORTH 12°28'30" EAST, 50.32 FEET; THENCE NORTH 11°42'47" WEST, 49.67 FEET; THENCE NORTH 01°11'36" WEST, 16.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 28.837 ACRES MORE OR LESS.

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 21 HAVING AN ASSUMED BEARING OF NORTH 89°16'54" EAST)



LOCATION MAP

Not to Scale

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN HEREON AND SPECIFICALLY BEING SOUTHBRIDGE, CONDOMINIUM III

BUILDING 26 BUILDING 27 BUILDING 28 BUILDING 29 IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY RELATING TO MATTERS OF SURVEY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT, AND WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS, CAN BE DETERMINED FROM THESE MATERIALS.

CERTIFIED TO: SOUTHBRIDGE, A CONDOMINIUM SUBJECT TO QUALIFICATIONS NOTED HEREON.

DATED, THIS 21 DAY OF SEPT. 1995 A.D.

CARNAHAN-PROCTOR AND ASSOCIATES, INC.

JAMES LAWRENCE HAGAN PROFESSIONAL LAND SURVEYOR, FLA. CERTIFICATE NO. 5253

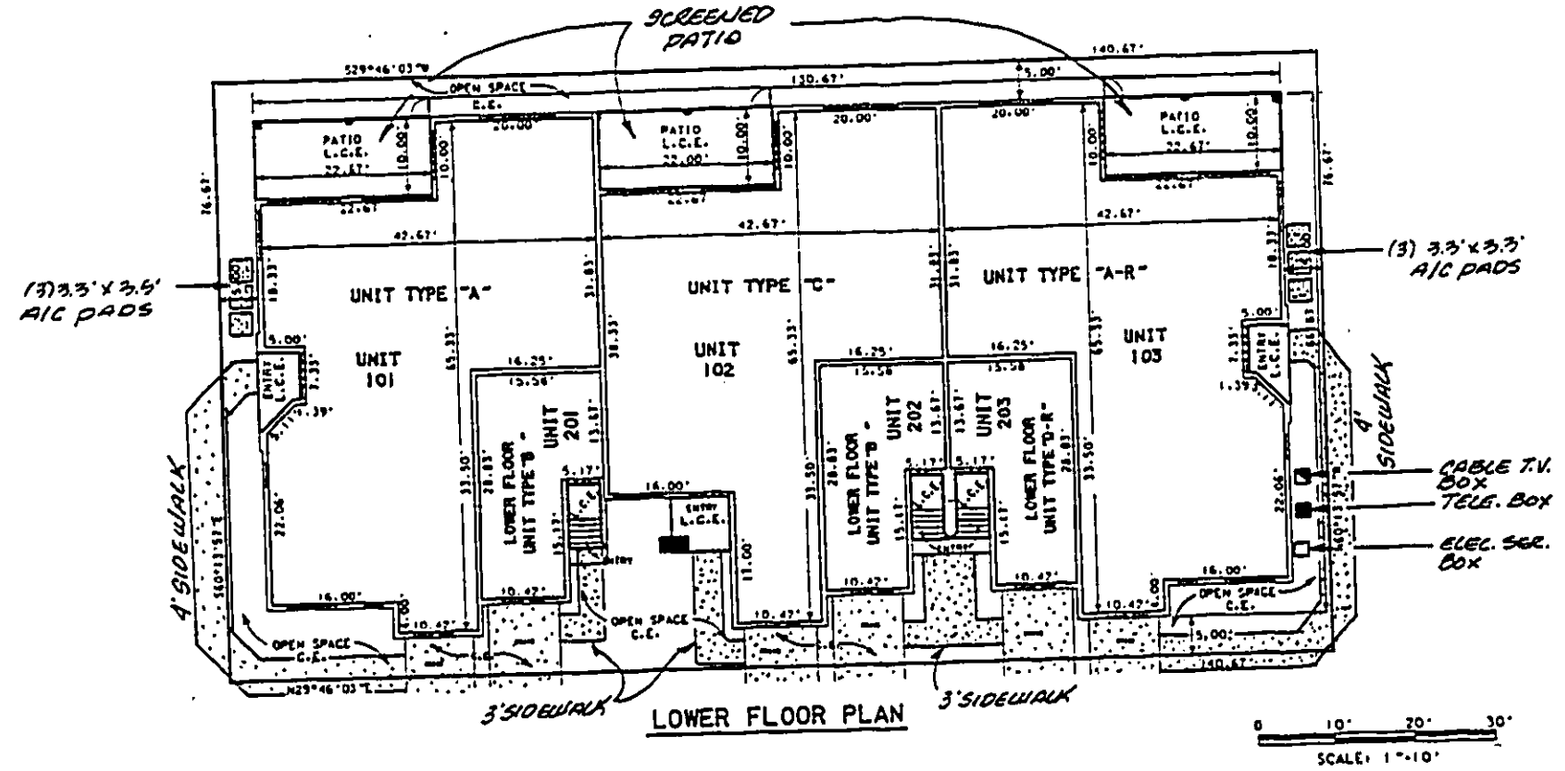
CARNAHAN-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
CERTIFICATION

FILE NO. 930501 SHEET 1 OF 2

OR2638 PG1981

BUILDING 26



LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

"IIIIIII" DENOTES ACCESSWAYS

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.
2. FOR DESCRIPTION OF COMMON AND LIMITED COMMON ELEMENTS, HORIZONTAL AND PERIMETERICAL BOUNDARIES, SEE THE CONDOMINIUM DECLARATION.
3. PROPOSED UNIT DIMENSIONS ARE SHOWN TO THE NEAREST HUNDREDTH OF A FOOT. i.e.15.67'
4. THESE PLANS AND DIMENSIONS SHOWN HEREON ARE BASED ON PLANS AND DATA COMPILED BY IMRE EREG ARCHITECT, INC. AND DO NOT REPRESENT AS-BUILT DIMENSIONS.
5. ALL BUILDING ASBUILT DIMENSIONS ARE WITHIN 0.20' UNLESS OTHERWISE SHOWN IN PARENTHESIS (3.61')

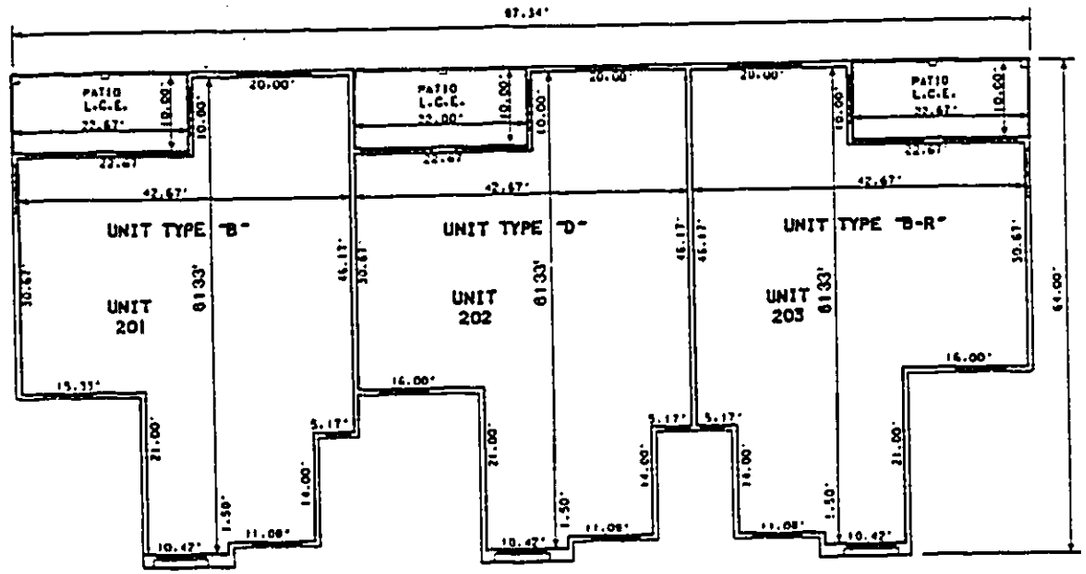
CAMARATA-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 26
SOUTHBRIDGE CONDOMINIUM III

FILE NO. 930501-S3 SHEET 12 OF 24

OR2638 PG1982

BUILDING 26



UPPER FLOOR PLAN

0 10' 20' 30'

SCALE: 1"=10'

LEGEND

L.C.E. DENOTES LIMITED COMMON ELEMENT
C.E. DENOTES COMMON ELEMENT
R DENOTES REVERSE

——— DENOTES BOUNDARY OF LIMITED COMMON ELEMENT

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CAVANAUGH-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

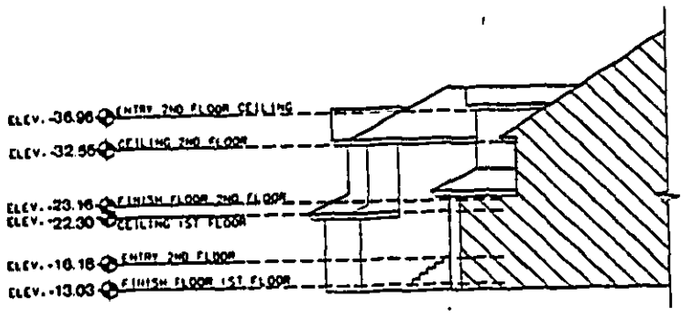
SOUTHBRIDGE, A CONDOMINIUM
FLOOR PLAN - BUILDING 26
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3

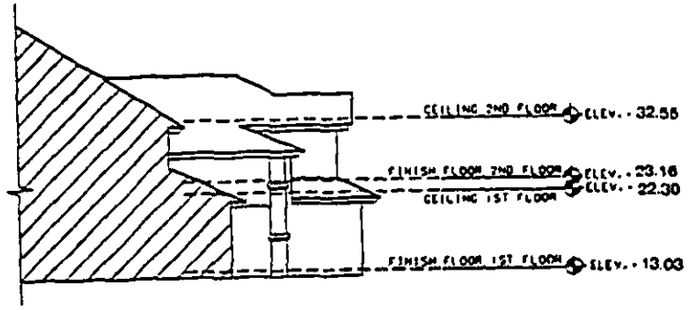
SEAL

OR2638 PG1983

BUILDING 26



PARTIAL ELEVATION



PARTIAL ELEVATION

NOTES

1. ELEVATIONS SHOWN HEREON ARE IN FEET AND ARE RELATIVE TO MEAN SEA LEVEL AS ESTABLISHED BY OTHERS.

CAVANAUGH-PROCTOR AND ASSOCIATES, INC.
CONSULTING ENGINEERS
SURVEYORS LAND DEVELOPMENT CONSULTANTS PLANNERS

SOUTHBRIDGE, A CONDOMINIUM
ELEVATION PLAN - BUILDING 26
SOUTHBRIDGE, CONDOMINIUM III

FILE NO. 930501-S3

OR2638 PG1984

CHARLIE GREEN LEE CTY, FL.
95 SEP 27 PM 4:27

INSTR # 2011000094856, Doc Type RES, Pages 41, Recorded 04/21/2011 at 10:56 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $350.00 Deputy Clerk CDOUGLAS

Prepared by:
Susan M. McLaughlin, Esq.
CONDO & HOA LAW GROUP, PLLC
2030 McGregor Boulevard
Fort Myers, FL 33901
239-333-2992

CERTIFICATE OF AMENDMENT FOR
SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED, being the President and Secretary of SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended and Restated Declaration, originally recorded in the Public Records of Lee County, Florida, in Official Records Book 2509, at Page 3708, *et seq.*, and the attached Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of Southbridge Landing Property Owners Association, Inc., were duly approved, adopted, and enacted by the affirmative vote of the proper percentage of the voting interests in the Association at a Special Members Meeting called for that purpose held on April 4, 2011, at which a quorum was present and for which due notice was given.

Dated this 13th day of April, 2011.

Witnesses:

Sign: Nancy Sherren
Print: Nancy Sherren

Sign: Nancy Page
Print: Nancy Page

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Sign: Marilyn O'Keefe
Print: Marilyn O'Keefe
Title: **President**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of April, 2011, by Marilyn O'Keefe, as **President** of **Southbridge Landing Property Owners Association, Inc.**, who (check one):
✓ is personally known to me.
_____ produced _____ as identification.

(NOTARY SEAL/STAMP)

CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DD689698
EXPIRES: June 27, 2011
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY PUBLIC:
Sign: Cynthia Reuter-Zingraff
Print: Cynthia Reuter-Zingraff

Certificate of Amendment (continued)

Witnesses:

Sign: Nancy Sherren
Print: Nancy Sherren

Sign: Nancy Page
Print: Nancy Page

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Sign: Aline Lariviere
Print: ALINE LARIVIERE
Title: **Secretary**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of April, 2011, by Aline LaRiviere, as **Secretary** of **Southbridge Landing Property Owners Association, Inc.**, who (check one):

✓ is personally known to me.
_____ produced _____ as identification.

(NOTARY SEAL/STAMP)

CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DD689698
EXPIRES: June 27, 2011
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY PUBLIC:
Sign: Cynthia Reuter-Zingraff
Print: Cynthia Reuter-Zingraff

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION.

AMENDED AND RESTATED DECLARATION

OF

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

The original Declaration, was recorded in Official Records Book 2509, at Page 3708, of the Public Records of Lee County, Florida.

1. This Amended and Restated Declaration is made by Southbridge Landing Property Owners Association, Inc., a Florida Corporation, not-for-profit, (hereinafter the "Association" or "POA"). The land subject to this Declaration and the improvements located thereon have already been submitted to the jurisdiction of the Association and the Declaration. No additional property is being submitted to by this Amended and Restated Declaration or deleted by it. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of the condominium parcels. The acquisition of title to a unit or any other interest in the condominium properties, or the lease, occupancy, or use of any portion of a unit or the condominium properties, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms. All members of the Southbridge Landing Property Owners Association, Inc., are owners of condominium units and there is no real property or other persons who may be added or become members that are not owners of condominium units and therefore the Association is considered a multi-condominium association pursuant to Chapter 718, Florida Statutes and will operate as such.

2. NAME AND ADDRESS: The name of this Association is Southbridge Landing Property Owners Association, Inc., and its principal address is the office of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

3. DESCRIPTION OF PROPERTY: The land and improvements thereon submitted to the original Declaration as amended, (hereinafter "the land") and as described in Exhibit "A" attached hereto and incorporated herein by reference.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (the "Condominium Act") in effect as of the date this Declaration is recorded in the Public Records, unless the context or the law otherwise requires.

4.1 "Assessments" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

4.2 "Association and POA" means Southbridge Landing Property Owners Association, Inc., a Florida Corporation, not-for-profit, the entity responsible for the operation of the condominiums and POA common elements.

4.3 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

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

4.5 "Charge" or "Fee" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a unit owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents or the condominium documents.

4.6 "Condominiums" means the eight (8) condominiums subject to this Declaration more particularly described as:

Southbridge Condominium No. 1, O.R. Book 3049, Pg. 2374, Public Records Lee Co. FL.
Southbridge Condominium No. 2 O.R. Book 2857, Pg. 1428, Public Records Lee Co. FL.
Southbridge Condominium No. 3 O.R. Book 2586, Pg. 38, Public Records Lee Co. FL.
Southbridge Condominium No. 4 O.R. Book 2828, Pg. 2547, Public Records Lee Co. FL.
Southbridge Condominium No. 5 O.R. Book 2554, Pg. 603, Public Records Lee Co. FL.
Southbridge Condominium No. 6 O.R. Book 2509, Pg. 3632, Public Records Lee Co. FL.
Southbridge Condominium No. 7 O.R. Book 2868, Pg. 2166, Public Records Lee Co. FL.
Southbridge Condominium No. 8. O.R. Book 2521, Pg. 3582, Public Records Lee Co. FL.

4.7 "Governing Documents" means and includes this Declaration, Articles, Bylaws, Rules and Regulations and all recorded exhibits hereto, as amended from time to time. The POA governing documents are superior to and in case of conflict control over the individual declarations of condominium for the eight condominiums.

4.8 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others.

(C) Two or more natural persons who commonly reside together as a single housekeeping unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

4.9 "Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.10 "Lease" means the grant by a unit owner of a temporary right to the exclusive use of the owner's unit with or without consideration.

4.11 "Master Association" and "Master Declaration" shall mean and refer to the Pelican Landing Community Association, Inc., and the Master Declaration shall mean and refer to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, recorded in O.R. Book 2198, Page 1873, Public Records of Lee County, Florida, as amended. The Voting Member in for the Master Association shall be the President of the Association or his or her designee.

4.12 "Occupy" when used in connection with a unit, means the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

4.13 "POA Common Elements" means all real property subject to this Declaration less and except the common elements of the condominiums and the units.

4.14 "Primary Occupant" means a natural person approved for occupancy of a unit when title to the unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

4.15 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors and governing the use, occupancy, alteration, maintenance, transfer, and appearance of units, common elements, and limited common elements, subject to any limits set forth in the governing documents.

4.16 "Utility" means electric, gas, and water only, and does not include cable television, internet, alarm, wireless, recreational facilities, or any other services or amenities.

4.17 "Voting Interest" means and refers to the arrangement established in the governing documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are one hundred sixty-six (166) units, so the total number of voting interests is one hundred sixty-six (166) votes.

5. DESCRIPTION OF IMPROVEMENTS – SURVEY AND PLANS:

5.1 Survey and Plot Plans. Exhibit "B" to the Declarations of Condominium recorded in the Public Records of Lee County, Florida, and incorporated herein by reference only, are a survey of the land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations, and approximate dimensions, and the common elements and limited common elements.

6. CONDOMINIUM PARCELS – APPURTENANCES AND USE:

6.1 Shares of Ownership. The owner of each unit shall also own an undivided share in the POA common elements and the common surplus.

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

(A) An undivided ownership share in the land and other POA common elements and the common surplus.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association.

(C) Other appurtenances as may be provided in this Declaration

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the POA common elements in accordance with the purposes for which they are intended, but no use of the unit or the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property.

7. POA COMMON ELEMENTS – EASEMENTS:

7.1 Definition. The term "POA common elements" means all of the property submitted to this Declaration that is not part of the common elements of one of the Condominiums or part of a Unit. The POA common elements include, without limitation, the following:

(A) The land.

(B) All improvements on the land.

(C) Easements through any Condominiums for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to the POA common elements.

(D) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees, and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the POA common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.2 Restraint Upon Separation and Partition. The undivided share of ownership in the POAS common elements and common surplus appurtenant to a unit cannot be conveyed or separately described. As long as the POA exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged, or transferred except as an appurtenance to the units.

8. Working Capital Contribution. The purchaser of each Unit, at the time of closing the conveyance from seller to purchaser, shall pay to the Association a working capital contribution. The amount of the working capital contribution shall be as determined by the Board of Directors of the Association but shall in no event be greater than the amount of the regular annual quarterly assessment for the current calendar quarter in which the closing occurs. The funds derived from the working capital contribution shall be used at the sole discretion of the Board of Directors as needed to meet necessary and proper Association expenses. The working capital contribution, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the Unit and shall also be a charge against the Unit secured by a continuing lien upon the Unit. Said lien may be foreclosed in the same manner as provided herein for an assessment lien. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and

beneficial ownership by means of an agreement for deed. The foregoing notwithstanding the term "conveyance" does not refer to a transfer of title to the holder of a first mortgage resulting from a foreclosure sale or deed in lieu of foreclosure, a transfer to a devisee as the result of a death of the transferee, nor to a transfer of title to the transferor's spouse, or living trust without changing occupancy, solely for estate planning or tax reasons.

9. ASSOCIATION: The operation of the condominiums and POA common elements is by Southbridge Landing Property Owners Association, Inc., a Florida corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. A copy of the Amended Restated Bylaws is attached as Exhibit "D".

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

9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act, the POA governing documents or the condominium declarations, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The Officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act, the POA governing documents and the condominium declarations. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and Association property. The Association may impose fees for the use of the POA common elements or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships, and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the condominiums, for the use and enjoyment of the unit owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the units.

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

9.8 Purchase of Units. The Association has the power to purchase one or more units in the condominiums, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the unit owners.

9.9 Acquisition of Other Property. The Association has the power to acquire property, both real and personal. The power to acquire property shall be exercised by the Board of Directors.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal, or mixed, may be mortgaged, leased, or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners. Any real property owned by the Association may be conveyed by the Board of Directors but, except as provided in Section 9.8 above, only after approval by at least a majority of the total voting interests in the Association. The Board of Directors shall have the authority to convey personal property without the need for authorization by the unit owners.

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

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, non-recurring, or un-budgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 POA Common Expenses. POA Common expenses include the expenses of operation, maintenance, repair, replacement, or insurance of the POA common elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association on behalf of all of the condominiums, including amounts budgeted for the purpose of funding reserve accounts for POA reserve items. The cost of water and sewer service to the units shall be a common expense. If the Association contracts for pest control within units or telecommunications (TV, telephone and/or internet) services in bulk for the all of the condominiums, the cost of such services shall be a common expense, unless otherwise provided by the Condominium Act. POA common expenses are separate and distinct from the common expense attributable to the individual condominiums as provided for in the individual declarations of condominium for the eight (8) condominiums.

10.2 Share of POA Common Expenses. The owner of each unit shall be liable for a share of the POA common expenses equal to his share of ownership of the POA common elements and the common surplus.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign, or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was

acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any POA common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the POA common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the POA common expenses unless all unit owners are likewise proportionately excused from payment.

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

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit becomes past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date as determined by the Board of Directors. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance and attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postage paid. The notice may be given as part of the notice of intent to lien or intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during, or after a lien foreclosure lawsuit. The lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records unless the lien is recorded before the first mortgage and in such cases the lien shall be superior. The Claim of Lien must state the description of the condominium parcel, the name of the record owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and

inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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

10.11 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall unit owner installed alterations or perform unit owner maintenance responsibilities, or address emergency situations on behalf of a unit owner, such as water extraction from a unit. The lien for charges shall be of equal priority to a common expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

10.12 Certificate as to Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium have been paid.

11. MAINTENANCE – LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair, and replacement of the condominium property, and restrictions on its alteration and improvement, shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair, and replacement of all POA common elements and Association property. The cost is a common expense. The Association is also responsible for the maintenance, repair and replacement of the Condominium properties as provided in the Declarations therefore and the law.

11.2 Alterations and Additions to POA Common Elements and Association Property by the Association. The Association may make material alteration or substantial additions to the POA common elements or the real property owned by the Association, including color selections and other changes, as long as the cost is not more than 5% of the total POA annual budget including reserves in any one fiscal year without prior approval of the unit owners. Material alterations or substantial additions costing more than that amount shall be approved by at least a majority of the voting interests present and voting in person or by proxy at a meeting called for that purpose. Work that is reasonably necessary to protect, maintain, repair, replace, or insure the POA common elements or Association property or to comply with any local, state, or federal law or regulation shall not be considered a material alteration or substantial addition to the common elements, and no prior unit owner approval is required.

11.3 Negligence – Damage to POA Common Elements or Association Property. The owner of each unit shall be liable for the expenses of any maintenance, repair, or replacement of POA common elements or Association personal property made necessary by his act or negligence, or by that of any member of his family, or his guests, employees, agents, or tenants.

11.4 Maintenance and Repair of Units. In addition to all maintenance, repair and replacement obligations contained in the individual Declarations the following shall apply. All maintenance, repairs and replacements of, in or to any unit and limited common elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitations, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the unit or the limited common elements or belonging to the unit owner, shall be performed by the owner of such unit at the unit owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefore or as otherwise directed by the Association. Additionally, each unit owner shall pay all charges for utility services metered directly to his unit. Unit Owner shall also be responsible for the maintenance, repair and replacement of the locks on the doors to the Unit, changing light bulbs, entry screen enclosures, screen doors, garage door maintenance. Each unit has a lanai abutting it for the exclusive use of the unit owner owning such unit. The unit owner shall be responsible for maintenance and care of the lanai, including, without limitation, all wiring, electric outlets, lighting fixtures and screening.

11.5 Alterations of the Units and Limited Common Elements. The owners shall not make any alterations or additions to units or any appurtenance to the unit, including but not limited to enclosing the lanai without the prior written consent of the Management Firm, the Association and Master Association Design & Review Committee.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units; Maximum Occupancy. Each unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. The maximum occupancy of a two (2) bedroom unit is six (6) persons, and the maximum occupancy of a three (3) bedroom unit is eight (8) persons. The term "bedroom" as used herein shall be any room originally designated as such the original plot and plan. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business, or professional records in his unit, or from handling his personal, business, or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incidental to residential use.

12.2 Pets. The keeping of pets is a privilege not a right. The keeping of pets must conform to the rules and regulations of the Master Association. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the unit. Rottweiler and Pit Bulls are specifically prohibited. Each unit shall be allowed a maximum of 2 pets, not to exceed 60 lbs. in combined total weight when full grown. Pets shall be kept within a unit and not be permitted on any portion of the property except when adequately secured and restrained by a leash. All persons bringing a pet onto the property shall be responsible for immediately removing any solid waste of such pet. The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public walks, recreation areas or private property or any other place where such excreta deposits may create a nuisance injurious to public health as defined in Florida State Chapter 386. No guests or invitees of an owner are permitted to bring animals of any kind on the property. No animals shall be allowed to commit a nuisance in any portion of the condominium property.

In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance, a danger to health, safety and welfare or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet and the pet shall be removed from the property. Any unit owner or other resident who keeps or maintains a pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each unit owner free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the unit.

12.3 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.4 Signs. Signs are only permitted in conformance with the Master Association governing documents.

12.5 Use of POA Common Elements. POA common elements shall not be obstructed, littered, defaced, or misused in any manner.

12.6 Parking; Prohibited Vehicles. Parking on the properties of Southbridge Landing Property Owners Association shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages or in the driveways serving the units or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board of Directors. NO on-street parking is permitted between 12 midnight and 6:00 am. NO parking on lawns or landscaped areas shall be permitted. Parking is only permitted in conformance with the Master Association governing documents. Vehicles are only permitted in conformance with the Master Association governing documents.

12.7 Towing and Booting. Any vehicle that is parked in violation of the Association's restrictions may be towed or booted whether it is on property owned by the Association, the common elements, or limited common elements appurtenant to a unit. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Unit owners and lessees are responsible to see that all of the occupants of their units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Unit owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any occupant of the unit as well as any guests, visitors, and invitees to a unit, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

12.8 Barbecuing. No barbecuing is permitted on individual unit lanais. Barbecuing (with any type grill other than electric) shall be permitted ONLY in the individual unit driveways, and at a minimum of 10 feet from the building. No grilling is permitted on the common elements unless authorized by the Board. All grills must be stored away out of sight after use. When not in use all gas grill tanks must be shut off and disconnected from the grill. Storage of LP gas cylinders, whether

separate or attached to the grill is only permitted on a ground floor lanai or in a garage. Each cylinder can have a maximum capacity not to exceed 2.7 lbs (1.2 kg) and the total capacity of all cylinders stored in the garage or on the first floor lanai CANNOT exceed 5.4 lbs (2.4 kg). As such use of 20 lb gas cylinders is prohibited. Other than as provided for herein no other flammable, combustible or explosive fluids, liquids, chemicals or substances shall be kept in a unit or on the common elements.

12.9 POA and Condominium Common Element Landscaping. No sod, topsoil, trees, shrubbery or other plants shall be removed, added or altered by a unit owner without prior written Board approval

13. OCCUPANCY IN THE ABSENCE OF THE OWNER AND LEASING OF THE UNITS:

13.1 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are not occupying the unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the owner may permit his home to be occupied without compliance with the provision pertaining to leasing under the following circumstances and limitations:

(A) Any person who is the grandparent, parent, or child of the owner or the owner's spouse, if any, may occupy the unit in the absence of the owner without limitation as to the number of occasions or length of stays.

(B) All overnight guests who are not accompanied by owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all house guests and the lengths of their stays in writing to the management office in advance.

(C) Upon prior written application by the owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.

13.2 Leasing of the Units. The following restrictions shall apply to the leasing of the units in the community:

(A) All leases must be in writing, even if no rent or other consideration is involved. All leases and occupants under the lease must be approved in writing by the Association.

(B) No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) continuous days. No new lease may begin until at least thirty (30) days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board of Directors may, in its discretion, approve the same lease from year to year.

(C) An owner may lease only his entire unit and no room rental or sub-leasing or assignment of lease rights by the lessee or unit owner is allowed.

(D) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.

(E) The Association may file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the governing documents or the rules or regulations of the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.

(F) Any owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes.

(G) Owners shall provide the Association with a copy of the proposed lease and fully completed application for approval of the lease not less than twenty (20) days prior to the proposed occupancy.

(H) The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the owners, and may conduct interviews and background checks on all proposed occupants.

(I) Lessees must include identification of all of the lessee's family members who will be occupying the unit during the term of the lease.

(J) The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

(K) A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

(1) The owner is delinquent in the payment of assessments at the time the application is considered.

(2) The owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his unit.

(3) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

(4) The application on its face indicates that the prospective lessee or any proposed occupants intends to act in a manner inconsistent with the restrictions

applicable to the property.

(5) The prospective lessee or any proposed occupants have been convicted of a crime involving violence to persons or property, or are registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude.

(6) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

(7) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.

(8) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

(9) The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(10) The owner fails to give proper notice to the Association of the intention to lease the unit.

13.3. Unapproved Leases. Any lease of a unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

13.4 Additional Restrictions Use and Occupancy During Lease Term.

(A) If the lessee(s) and all of the family members who are approved to reside in the leased unit are all absent then, no other person may occupy a leased unit.

(B) Lessees may not have pets in the leased unit.

(C) The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to owners, including, but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

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

14.1 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the POA common elements and obtain and keep in force any or all additional insurance coverage as it deems necessary. The Association shall use its best efforts to obtain and maintain the following insurance coverage:

(A) Liability. Premises and operations liability for bodily injury and property damage,

in such limits of protection and with such coverage as are determined by the Board of Directors.

(B) Motor Vehicle. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(C) Worker's Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis even if it has no actual employees.

(D) Directors, Officers, and Committee Members' Liability (Errors and Omissions).

(E) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must 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 paragraph, 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.

(F) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), flood, vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

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

14.4 Named Insured and Insurance Proceeds. The name of the insured shall be the Association and the unit owners, without naming them, and their mortgagees, as their interests shall appear and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgages in the following shares:

(A) Common Elements. Proceeds on account of damage to POA common elements shall be held in as many individual shares as there are units, the shares of each unit owner being the same as his share in the common elements.

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

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. All costs of construction and repair in excess of the insurance proceeds received by the Association shall be paid by the Association as a common expense. Any insurance proceeds remaining after paying the construction and repair costs shall become common surplus of the Association.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, but the condominium is not to be terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. If the condominium is terminated, the proceeds shall be distributed according to Section 718.117(17), Florida Statutes.

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

14.7 Deductibles. The Board of Directors shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features as it deems desirable and in its business judgment in the best interest of the Association. The deductibles shall be paid by the Association as a common expense.

15. TERMINATION: The condominium may be terminated at any time as provided in and in accordance with Section 718.117, Florida Statutes. If the Plan of Termination will result in less than the full satisfaction of the mortgage liens affecting the condominium parcels, then all mortgagees must approve the Plan of Termination.

16. ENFORCEMENT:

16.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents, and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against: the Association; a unit owner; anyone who occupies or is a tenant or guest in a unit; or any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

16.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant, or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant, or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

16.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner, or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the Court.

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

17. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

17.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

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

17.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend the condominium documents to correct scrivener's errors or omissions, and amend and restate the condominium documents in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board shall occur at a duly noticed Board meeting, with adoption of the amendments set forth on the agenda.

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

17.5 Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain.

18. MISCELLANEOUS:

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

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

18.3 Conflicts. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

18.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly

unreasonable.

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

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

19. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

19.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

19.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

19.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

19.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

19.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS,

EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

Exhibit "A" – Description of Real Property
Exhibit "B" – Amended and Restated Articles of Incorporation
Exhibit "C" – Amended and Restated Bylaws
Exhibit "D"-- Rules

LEGAL DESCRIPTION

DESCRIPTION

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 88°38'34" WEST, 84.39 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR, NORTH 28°28'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2271, PAGE 1994 THROUGH 1988, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 15.92 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 24°39'40", HAVING A RADIUS OF 37.00 FEET AND SUBTENDED BY A CHORD WHICH BEARS NORTH 74°11'56" EAST, 15.80 FEET; THENCE SOUTH 42°32'48" EAST, 521.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°16'54" EAST, 115.36 FEET; THENCE SOUTH 00°08'49" EAST, 159.75 FEET; THENCE SOUTHEASTERLY 262.49 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 45°34'31", HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°53'59" EAST, 255.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 45°34'24", HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'02" EAST, 209.14 FEET; THENCE SOUTH 00°08'50" EAST, 107.19 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY 47.14 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE NORTHWEST, THROUGH A CENTRAL 90°00'00", HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'10" WEST, 42.43 FEET; THENCE SOUTH 89°53'10" WEST, 432.16 FEET; THENCE WESTERLY AND SOUTHWESTERLY 725.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 51°36'41", HAVING A RADIUS OF 805.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'49" WEST, 700.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 428.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 12°36'41", HAVING A RADIUS OF 1945.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°34'49" WEST, 427.25 FEET; THENCE SOUTH 50°53'10" WEST, 102.04 FEET; THENCE SOUTH 39°04'50" EAST, 10.00 FEET; THENCE SOUTH 50°53'10" WEST, 12.81 FEET; THENCE NORTH 11°25'36" EAST, 11.38 FEET; THENCE NORTH 12°25'56" EAST, 45.01 FEET; THENCE NORTH 11°35'52" EAST, 49.86 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 09°24'06" WEST, 47.40 FEET; THENCE NORTH 21°13'42" WEST, 84.24 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 41°26'55" EAST, 82.98 FEET; THENCE NORTH 25°25'22" EAST, 24.16 FEET; THENCE NORTH 20°37'54" EAST, 50.74 FEET; THENCE NORTH 09°25'33" EAST, 51.30 FEET; THENCE NORTH 16°08'18" EAST, 47.76 FEET; THENCE NORTH 07°22'23" EAST, 47.17 FEET; THENCE NORTH 04°03'21" EAST, 53.83 FEET; THENCE NORTH 07°07'49" EAST, 47.15 FEET; THENCE NORTH 11°52'45" EAST, 49.77 FEET; THENCE NORTH 26°53'23" EAST, 52.75 FEET; THENCE NORTH 05°40'41" EAST, 59.43 FEET; THENCE NORTH 17°38'40" EAST, 50.01 FEET; THENCE NORTH 34°40'38" EAST, 57.46 FEET; THENCE NORTH 37°51'17" EAST, 69.48 FEET; THENCE NORTH 42°43'27" EAST, 21.69 FEET; THENCE NORTH 37°39'55" EAST, 50.08 FEET; THENCE NORTH 29°57'56" EAST, 50.30 FEET; THENCE NORTH 21°17'49" EAST, 45.02 FEET; THENCE NORTH 12°27'57" EAST, 47.30 FEET; THENCE NORTH 00°02'55" EAST, 41.71 FEET; THENCE NORTH 11°56'02" EAST, 23.38 FEET; THENCE NORTH 12°28'30" EAST, 50.32 FEET; THENCE NORTH 11°42'47" WEST, 49.67 FEET; THENCE NORTH 01°11'36" WEST, 16.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 28.837 ACRES MORE OR LESS.

EXHIBIT "A" TO DECLARATION

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Southbridge Landing Property Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 19, 1994, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Southbridge Landing Property Owners Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Southbridge Landing Property Owners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at the offices of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community association which, subject to the Declaration originally recorded in the Public Records of Lee County, Florida, at O.R. Book 2509 at Page 3708 et seq., and as amended, has the powers described herein. The Association shall operate as a multi-condominium association pursuant to Chapter 718, Florida Statutes and have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration

and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

(B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association and the Condominiums;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(J) to grant, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 718 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a two-thirds (2/3rds)

of the voting interests in the Association present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors. Directors must be members of the Association.

(B) Directors of the Association shall be elected by 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.

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

ARTICLE IX

INDEMNIFICATION.

(A) Indemnity. The Association shall indemnify any officer, Director, or committee member 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, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he

reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX 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, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

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

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS.
FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED BYLAWS

OF

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

1. GENERAL. These are the Amended and Restated Bylaws of Southbridge Landing Property Owners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating condominiums as a multi-condominium association pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at offices of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

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

1.3 Definitions. The definitions set forth in the Declaration of Condominium shall apply to terms used in these Bylaws. Note: Unless otherwise noted the use of the singular term Condominium is deemed to be plural and include all of the Condominiums.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units in Southbridge Condominium No. 1, Southbridge Condominium No. 2, Southbridge Condominium No. 3, Southbridge Condominium No. 4, Southbridge Condominium No. 5, Southbridge Condominium No. 6, Southbridge Condominium No. 7, and Southbridge Condominium No. 8. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

(B) Approval by the Board of Directors as provided for in the Declaration of Condominium.

(C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be.

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

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

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

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting. Where specified agenda items concern only one of the multi-

condominiums, then the members holding ten percent (10%) of the voting interest of the impacted condominium shall be entitled to call a meeting and the quorum shall be one-third of the impacted condominium members.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed or electronically transmitted to each member at the address that appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing, transmittal or delivery shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast 1/3 of the votes of the Association unless the Board determines in its sole discretion that a vote of only the owners in one particular Condominium is required. In such cases the quorum requirement for the meeting shall be 1/3 of only the voting interests in the particular Condominium to which the vote pertains.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents. If the Board determines in its sole discretion that a vote of only the owners in one particular Condominium is required then the acts approved by a majority of the votes cast by the owners in that particular Condominium at a duly called meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes in the particular Condominium to which the vote pertains.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it

names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

(A) Call of the roll or determination of quorum.
(B) Reading or disposal of minutes of last members meeting
(C) Reports of Officers
(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

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

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

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

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). At the annual meeting held in January of 2011 five (5) Directors were elected with the top three having a term of two years and the 4th and 5th Directors having terms of one year each thereby establishing staggered terms. At the annual meeting in 2012 the there will be an election for the two seats that initially had one year terms. All Directors elected at the 2012 annual meeting and thereafter shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) day in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

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

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meeting (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.8 of these Bylaws.

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

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

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

vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

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

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

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

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, and a Treasurer and a Secretary who may or may not also be Directors, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed

and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

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

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

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

6.1 Depository. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a separate reserve and operating budget for each fiscal year for each Condominium and a separate reserve and operating budget for the Association. A copy of the proposed budgets and a notice stating the time, date and place of the meeting of the Board at which the budgets will be adopted shall be mailed or electronically transmitted to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budgets shall be detailed and shall show the amounts budgeted by income and expense classifications as required for multi-condominiums. Further, the right of the unit owners to call a special meeting to enact their own budget because the adopted budget exceeds 115% of the prior years assessments, shall apply to each separate budget for each separate

Condominium and only the Unit Owners of the Condominium whose budget is being considered at the special meeting shall be allowed to vote on the separate budget for their particular Condominium.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members of the particular Condominium to which the reserves pertain subsequently determine by majority vote of those present in person or by proxy and voting at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. Votes to waive or reduce reserves for items that are not exclusive to a particular Condominium shall be by a majority vote of all members present in person or by proxy and voting at a meeting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been submitted to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds for each Condominium and the Association may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budgets shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any

Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", 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. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits contained in the Declaration of Condominium. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.8 hereof. The Rules are attached hereto as Exhibit "D".

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines and Suspensions. The Board of Directors may levy reasonable fines against units and suspend use rights, including voting rights, of owners who commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees or fail to pay monetary amounts owed to the Association.

The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines and suspending use rights shall be as follows:

(A) The party against whom the fine or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association; and,

(B) The party against whom the fine or suspension may be levied or imposed shall have a reasonable 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 unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

(C) The foregoing notwithstanding, unless required by law, no hearing is required to suspend use rights for failure to pay monetary amounts owed to the Association.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

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

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

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

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests in the Association, present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

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

10. MISCELLANEOUS.

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

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

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

Exhibit "D" to Declaration

Rules and Regulations for

Southbridge Landing Property Owners Association, Inc.

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property, nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects to be stored therein.
2. The personal property of Unit Owners must be stored in their respective units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the lanai or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles shall be shaken or hung from any of the windows, doors, lanais or other portions of the Condominium Property. No drying of laundry on a clothes rack or clothes line on the lanai or common elements.
4. No unit owner shall permit anything to fall from a window or door of the condominium property, nor sweep or throw from the condominium property any dirt or other substance into any of the lanais or upon the Common Elements.
5. Garbage and Recyclables should not be put out prior to 6 pm the day before collection. If a unit owner will be away for the above mentioned recyclable/garbage collection days they should make other arrangements for disposal of your garbage. NO garbage cans, supplies, or other articles are to be left outside of unit or on common property.
6. Employees of the Association and employees of a contracted vendor are not be sent out by unit owners for personal errands. The President, or his/her designee, shall be solely responsible for directing and supervising employees of the Association.
7. No unit owner shall make or permit any disturbing noises in his unit by himself or his family, servants, employees, agents, visitors or renters nor permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other unit owners. No unit owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents. No owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any unit which interferes with the television or radio reception of another.
9. (a) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium property, except signs used or approved by the Association. Additionally, no awning, canopy or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements. No hurricane or storm shutters shall be permanently installed on the exterior of any structure of the unit unless first approved by the Southbridge Landing Property Owners Association and the Pelican Landing Design Review Committee.

   (b) No sign, advertisement, notice, lettering or descriptive designs shall be posted, displayed, inscribed or affixed to the exterior of a unit. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a unit by a unit owner.

10. The Property Management Co assigned to manage the Association or Board designated appointee shall retain a pass key to all units. If the unit owner alters any lock or installs a new lock, The Association may require the unit owner to provide it with an additional key and security code if applicable.
11. Barbecuing (with any type grill other than electric) shall be permitted ONLY in individual unit driveways, and a minimum of 10 feet from the building. No grilling is permitted on the common elements or individual unit lanais. All grills must be stored away out of sight after use. When not in use all gas grill tanks must be shut off and disconnected from the grill.
12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the common elements. No 20 lb gas cylinders are allowed. Two (2) 2.7 lb gas cylinder or total capacity of 5.4 lb can be stored for barbecuing.
13. A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnish the Property Management Co. with the name(s) of such firm or individual. Installation of any hurricane shutters prior to leaving must conform to the rules of Southbridge and Pelican Landing. Please refer to the hurricane shutter policy.
14. Food and beverages may not be consumed outside of a unit except in designated area.
15. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the building except as permitted by Pelican Landing policy.
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the condominium property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the condominium property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the condominium property.
17. The requirements from time to time of any governmental agency for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. No air-conditioning window units may be installed by unit owners. No unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.
19. No exterior antennae shall be permitted on the condominium property or improvements thereon provided Southbridge Landing Property Owners Association shall have the right to install and maintain community antennae and radio and television lines and other temporary communications systems.
20. No fences shall be permitted on the condominium property or any portion thereof except by the Southbridge Landing Property Owners Association or the Master Association.
21. Owners are responsible for the safety and conduct of their family members and guests.
22. Animals & Pets. Not more than two (2) commonly accepted and domesticated household pets such as dogs or cats (except those breeds which are expressly prohibited by the Association). A reasonable number of animals such as fish or birds may be kept by an owner subject to reasonable regulation by the Association and Master Association. All animals shall be contained and kept within the living unit at all times. No pets shall be left unattended in or on lanais or garages or other screened or similarly enclosed areas. No reptiles, amphibians, poultry or livestock shall be raised, bred or kept on the property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Pets must be on a leash at all times while outside of the unit. No pets are permitted under any circumstances in or on those portions of the Common Elements designated for recreational use. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right and the Board of Directors of the Association are empowered to order and enforce the removal of any animal or pet which becomes a reasonable source of annoyance to other residents of the neighborhood or in any way causes any damage to the property. Tenants shall not be permitted to keep nor have pets of any kind.

23. No unit owner shall install a screen enclosure to or upon the outside walls of the building or on the Common Elements or Limited Common Elements without the prior written consent of the Southbridge Board of Directors and Pelican Landing Design and Review Committee.
24. Swimming in the lakes is prohibited. No structure of any kind shall be constructed on the lakes except with prior approval of the Association. No water crafts shall be permitted on the lakes, except for authorized maintenance purposes.
25. Every owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration and By-Laws as amended from time to time. Failure of an owner, occupant, tenant, or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the use of the Recreation Area in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, licenses, invitees or employees, to comply with any covenant restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:
    (a) Notice: The Association shall notify the owner or occupant and if applicable, his licensee or invitee of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to the represented by counsel (at his expense) and cross-examine any present witnesses and other testimony or evidence.
    (b) Hearing: The non-compliance shall be presented to a Committee of other unit owners (Committee) appointed by the Board of Directors, after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the owner or occupant by not later than twenty-one (21) days after the Committee meeting.
    (c) Penalties: The Board of Directors may impose a fine to the maximum allowed by state regulations for each non-compliance of each violation.
    (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or levy of the penalties. However, the Board may take such other affirmative and appropriate action as may be necessary to effect collection of fines.
    (e) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.
    (f) 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.
26 These Rules and Regulations shall apply to all unit owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.