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DECLARATION OF CONDOMINIUM

FOR

WHISKEY POINTE II 3037940

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On this 17th day of May, 1991, **LUNDSTROM HOMES, INC.**, a Florida corporation, hereinafter called Developer, as the owner of the fee simple title to the land described herein, for itself, its heirs, grantees and assigns, hereby makes the following declarations:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The Developer hereby submits to the Condominium form of ownership in the manner provided for by Chapter 718, Florida Statutes, as amended to the date hereof, (The Condominium Act) the land described in paragraph 3 hereof, together with all improvements now and later situated thereon and all rights appurtenant thereto with all such property hereinafter collectively referred to as the condominium property.

All the restrictions, reservations, covenants, conditions, easements and limitations of record and contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the Bylaws of the Association and Master Association, all hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: J. TURNER, D.C.

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Leo J. Salvatori, Esquire
QUARLES & BRADY
4501 North Tamiami Trail, #300
Naples, Florida 33940-3060

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: J. TURNER, D.C.

2. **CONDOMINIUM NAME AND ADDRESS**. The name by which this condominium is to be identified is WHISKEY POINTE II, A CONDOMINIUM, sometimes hereinafter referred to as the "Condominium". The street address for this condominium is XXXXX Bayhead Drive Southwest, Bonita Springs, Florida 33923.

3. **THE LAND**. The land submitted to the condominium form of ownership by this instrument is designated as WHISKEY POINTE II, A Condominium, and is located in Lee County, Florida, and is described on attached Exhibit A.

This property is sometimes hereinafter referred to as the "Land."

A survey and plot plan of the dedicated property is attached to this instrument as Exhibit B-1.

4. **CONDOMINIUM IMPROVEMENTS**.

A. The improvements shall be developed on the property described on Exhibit A attached to the Declaration of Condominium.

B. The improvements shall consist of six (6) living units in a single building. The condominium building and the units herein shall be located on the plot plan attached hereto as Exhibit B-1.

4.1 The total number of Units of this condominium is six (6). Their identifying numbers shall be as shown on Exhibit B-1.

4.2 A copy of the typical unit floor plan is attached as Exhibit B-2, and the building floor plan as Exhibit B-1, showing their approximate dimensions.

5. **SURVEY AND PLOT PLAN**. A survey and plot plan for the Condominium is attached as Exhibit B-1.

6. **DEFINITIONS**. In addition to the definitions set out in the Condominium Act, the following is the meaning of terms used in this document:

6.1 **Assessment**. Assessment means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

6.2 **Association**. Association means WHISKEY POINTE II CONDOMINIUM ASSOCIATION, INC.

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6.3 Common Elements. The term "Common Elements," as used herein, shall mean and comprise:

(a) All of the real property of the Condominium except units including, without limitation: (1) easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to units and common elements; and (2) easements of support in every portion of a unit which contributes to the support of other units and/or common elements; and (3) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of units in the Condominium.

(b) Any other portions of the condominium designated as common elements by this Declaration or any amendment hereto.

6.4 Common Expenses. Common expenses include:

(a) Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of the units to be maintained by the Association.

(b) Expenses owed to Whiskey Pointe Master Association, Inc. (hereinafter "Master Association") that are billed to the Association.

(c) Expenses owed to Bonita Bay Community Association, Inc. (hereinafter "Community Association") that are billed to the Association.

(d) Expenses owed to Whiskey Pointe at Bonita Bay Condominium Association, Inc. incident to the ingress and egress easement given by that entity for access to the Condominium Property.

6.5 Common Surplus. Common Surplus means the excess of all receipts of the Association collected on behalf of the

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condominium, including assessments, rents, profits or other revenue on account of the common elements over the total common expenses for a given period.

6.6 **Community Association**. Community Association means Bonita Bay Community Association, Inc. and its successors and assigns.

6.7 **Condominium Property**. Condominium Property means and includes all lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

6.8 **Developer**. Developer means **LUNDSTROM HOMES INC.**, and its successors and assigns.

6.9 **Whiskey Pointe Property**. The real property comprising the multi-condominium/villa project known as Whiskey Pointe, as more fully shown on Exhibit C-2 attached hereto and incorporated herein by virtue of this reference. The Whiskey Pointe Property is also sometimes referred to as the Whiskey Pointe Project or the Whiskey Pointe development.

6.10 **Guest**. Guest means any individual who is physically in or occupies a unit with the consent of a unit owner without the payment of consideration.

6.11 **Lease**. Lease means the granting by a unit owner to an individual or individuals of a right to the temporary use of the owner's unit for a valuable consideration.

6.12 **Limited Common Elements**. "Limited Common Elements" as the term is used herein, shall mean and comprise the common elements which are reserved herein, or assigned or granted separately herefrom for the use of a certain unit or units to the exclusion or other units.

6.13 **Master Association**. Master Association means Whiskey Pointe Master Association, Inc, its successors and assigns.

6.14 **Primary Occupant**. When legal title to a unit is held in the name of a corporation, trust, other entity or multiple names, one individual shall be designated by such title holder or holders and when approved for occupancy, as elsewhere provided, such individual shall be the primary occupant and shall be deemed the unit owner for purposes of exercising rights under this

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Declaration and shall be responsible for meeting the obligations of a unit owner.

6.15 **Rules and Regulations**. Rules and Regulations means and refers to the administrative rules and regulations promulgated and adopted by the Board of Directors of the Association from time to time concerning the use and occupancy of the condominium property.

6.16 **Units**. The term units, as used herein, shall mean the separate dwelling units, which have been declared to be a part of WHISKEY POINTE II, A Condominium.

(a) **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:

(1) 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 boundary - In all units located on the floors below the top floor of a building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

ii. Lower boundary - The horizontal plane of the unfinished upper surface of the floor of the unit.

(b) **Perimetrical Boundaries**.

i. The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the outermost walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

ii. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to the interior finished surfaces of

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the material within such apertures, including all framework thereof.

iii. Exterior surfaces made of glass and other transparent material in the walls of the unit, and all framings, casings, and hardware therefore are excluded from the unit.

iv. Interior walls - No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.

v. Not included in the units are all pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a unit for the furnishing of utility services, heating, cooling or ventilation to units, common elements or limited common elements.

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(c) **Lanais**. Lanais are limited common elements, for the sole use and enjoyment of the occupants of the unit to which the lanai is attached. The boundaries of the lanai shall be as follows:

All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the lanai shall be borne by the unit owner.

(d) **Parking**. Each unit shall have assigned to it as a limited common element appurtenant thereto, one covered parking space. Each parking space shall have an identifying number identical to the unit to which it has been assigned. Association reserves the right to allocate to any one or more units more than one covered parking space; provided, however, all units shall have at least one covered parking space assigned to it. The location of the covered parking spaces and the identifying numbers for each is as shown on Exhibit B-1 attached hereto and incorporated herein by virtue of this reference. Developer and Association reserve the right to amend this Declaration of Condominium from time to time to file an amended Exhibit B-1 to reflect the

assignment of covered parking spaces without the consent of the Unit Owners, or the holders of any mortgages. Unit Owners may transfer covered parking spaces between themselves with the approval of the Association by recording an Assignment in the Public Records of Lee County, Florida; provided, however, that in no event shall a Unit Owner assign a covered parking space to any party who is not a Unit Owner; and further provided that in no event may a Unit Owner assign any covered parking space unless following said Assignment the Unit Owner holds at least one covered parking space, it being the intent that all units will have at least one covered parking space assigned to it at all times. The Association shall approve all of said Assignments if the requirements set forth herein have been complied with.

6.17 **Utility Services**. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

7. **APPURTENANCES**. There shall pass with a unit as appurtenances thereto the following:

7.1 An undivided fractional share in the common elements and common surplus, as provided for elsewhere in this Declaration.

7.2 The right to use exclusively, or in common with certain other units where so specified, those portions of the common elements designated and/or reserved herein and/or granted elsewhere to a certain unit or units as limited common elements.

7.3 An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

7.4 Non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium, for use of those common elements not designated elsewhere herein as limited common elements, including without limitation, easements for:

(a) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the land, buildings and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated;

(b) Ingress and Egress over the property owned by the Master Association; and

(c) Parking in those areas for which the Master Association has granted an easement to the Association.

7.5 The non-exclusive right of ingress and egress over streets, walks, rights-of-way serving the units of the Condominium as part of the common elements necessary to provide reasonable access to the public ways.

7.6 An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or common element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching unit or other improvement, to the extent of such encroachment.

7.7 An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, for the use and maintenance thereof, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the building, as shown on the attached Exhibits, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

7.8 A perpetual easement for ingress and egress to and from their Units over and upon stairs, terraces, balconies, walks and other Common Elements intended for such purposes.

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7.9 The right to membership in the "Association", upon the terms and conditions set forth elsewhere herein.

8. OWNERSHIP OF COMMON ELEMENTS.

A. Each of the Unit Owners of the Condominium shall own an undivided one-sixth (1/6th) interest in the Common Elements and Limited Common Elements.

B. The fee title to each Condominium Parcel shall include both the Condominium Unit and the above described undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements", when used throughout this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise specifically requires a different meaning.

C. Upon recording of this instrument, which creates **WHISKEY POINTE II**, A Condominium, each of the units shall initially own a 1/6th undivided interest in the Common Elements.

9. COMMON EXPENSES AND SURPLUS.

A. The Common Expense and Common Surplus of the Condominium shall be shared one-sixth by the Unit Owners.

B. Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their fractional ownership interest in the Common Elements, any Common Surplus being the excess of all receipts of the Association from this Condominium including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements of this Condominium over the amount of the Common Expenses of this Condominium.

C. Upon recording of this instrument which creates **WHISKEY POINTE II**, A Condominium, the Common Expenses and Common Surplus of the Condominium shall initially be shared by the Unit Owners with each Unit Owner responsible for or entitled to, an undivided 1/6th interest in the same.

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10. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Developer shall apportion between the Units the shares of the Common Elements which are appurtenant to the Units concerned.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need only be signed and acknowledged by the Developer, and need not be approved by the Association, Unit Owners, nor lienors; provided, however, any changes made hereunder shall require the consent of any institutional lender holding a mortgage on the unit whose boundaries are changed, and shall further require the consent of any lender who is providing construction financing for the condominium improvements, whether or not their joinder is elsewhere required for other amendments.

11. RESTRICTION ON TIME-SHARE ESTATES. Time-share estates, as defined by the Condominium Act shall not be created, nor permitted with regard to any units of WHISKEY POINTE II, A Condominium.

12. EASEMENTS.

A. Owners of units shall have as appurtenances to the units all easements set forth in paragraph 12 above.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and thereafter rebuilt, then any inadvertent encroachments due to re-construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

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C. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned for such purpose. The parking areas, private roads and other Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purposes for which same are intended.

D. Notwithstanding anything contained herein or in the Survey and Plot Plan being recorded together herewith to the contrary, it is expressly understood that the Common Elements shall be and are hereby irrevocably made subject to easements for the installation and maintenance of utility lines, equipment and services for the benefit of this Condominium, or any Condominium subsequently developed within the Whiskey Pointe Property, or for the benefit of Whiskey Pointe, a condominium. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonable interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article should recite that it is made pursuant to this Article.

E. The streets, walks and other rights of way serving the Units as a part of the Common Elements necessary to provide reasonable access to the public ways are hereby

made subject to non-exclusive easements for ingress and egress for the benefit of the Units.

F. There is hereby reserved a perpetual easement upon, over, under and across the Condominium Property for the purpose of maintaining, operating, installing, repairing, altering sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, and all machinery and apparatus appurtenant thereto all of the foregoing as may be necessary or desirable for the operation as may be necessary or desirable for the operation and maintenance of the water management system.

G. The Developer hereby reserves to itself, its successors and assigns, an easement, privilege and right in and to, over, under, on and across the Common Elements for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Unit Owners, and further provided that said easement shall terminate on December 31, 1997.

H. There is hereby granted to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer, its successors or assigns to service the Condominium Property, and to such other persons as the Developer from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Elements for the purposes of performing their authorized services and investigation.

I. The Condominium Property is part of the Whiskey Pointe Property, which Whiskey Pointe Property is more fully shown in Exhibit C-2 attached hereto and incorporated herein by virtue of this reference. The Condominium Property shall be, by virtue of this Declaration, subject to an easement for the installation and maintenance of all utilities, over and across the common elements of the Condominium Property in favor of

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all owners (and their agents and contractors) of any portion or parcel of the Whiskey Pointe property.

13. ASSOCIATION. The operation of the Condominium shall be by WHISKEY POINTE II CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

13.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit E and incorporated by reference herein.

13.2 Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit F and incorporated by reference herein.

13.3 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 the Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

13.4 Restraint Upon Assignment of Shares in Assets. The share of each member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

13.5 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, such decision shall be expressed by the same person who is entitled to cast the vote of such owner at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

13.6 Membership in Association. All of the record owners of units in the condominium shall be members of the Association.

13.7 Right of Access. The Association shall have an irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or accessible therefrom, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

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13.8 **Association Contracts.** The Association subject to any restraints by Chapter 718 of the Florida Statutes, shall have the power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property and in connection therewith, to delegate the powers and rights therein contained, including that of levying and collecting Assessments from Unit Owners and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the Deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

13.9 **Easement Agreements.** The Association shall have the power to enter into easement agreements with other condominium associations which give and grant mutual easements over and across the Common Elements of this Condominium and other condominiums in favor of Unit Owners at this Condominium and Unit Owners at said other condominiums without any joinder of Unit Owners at this Condominium being required. The Association shall also have the power to modify, alter and amend any such easement agreements and the easements granted thereby without any joinder of Unit Owners at this Condominium being required. The easement agreements

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referred to herein may grant Unit Owners at other condominiums the right to use the Common Elements of this Condominium in exchange for a grant of the right to Unit Owners at this Condominium to use the common elements of said other Condominiums. Each Unit Owner, by his acceptance of the Deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns, to any such easement agreement and to any modification, alteration or amendment thereof to the same extent and effect as if he had executed such agreement for the purposes therein and herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said easement agreement, acknowledging that all of the terms and conditions thereof are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such an easement agreement have not breached any of their duties or obligations to the Association by virtue of the execution of said easement agreement. The easement agreement, if any, and the acts of the Board of Administration and officers of the Association in entering into such agreement are hereby ratified, confirmed, approved and adopted. Each Unit Owner, by his acceptance of the Deed to his Unit, does irrevocably constitute and appoint the Association as his attorney-in-fact for the purpose of entering into the above described easement agreements, the giving and granting of the easements contained therein and the exception of any modifications, amendments or alterations thereof.

13.10 **Rules and Regulations**. The Association shall have the power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

13.11 **Voting Rights in Association**.

A) At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant as herein before defined. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the unit, then the vote for that

unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B) When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which case the Corporation shall have to produce a corporate resolution naming the proper person to cast the vote or the vote for that unit shall not be considered on the matter before the Association.

C) When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board of Directors.

D) The total number of votes in the Association shall be six (6).

14. **ASSESSMENTS**. To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

14.1 **Determination of Common Expenses**. The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

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14.2 **Determination of Assessments**. Assessments by the Association against each owner of a unit, and his unit shall be the prorata share of the total assessments to be made against all owners of units and their units according to the formula set forth in paragraph 14 above. Should the Association become the owner of any unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such unit(s), reduced by an amount of income which may be derived from the leasing of such unit(s) by the Association, shall be apportioned and the assessment therefore levied ratably among the owners of all units which are not owned by the Association, based upon their proportionate interests in the common elements exclusive of the interests therein appurtenant to any unit or units owned by the Association.

14.3 **Time for Payment**. The assessment levied against the owner of each unit for his unit shall be payable quarterly on January 1, April 1, July 1, and October 1, of each year, or for such other periods and on such other dates as shall from time to time be fixed by the Board.

14.4 **Annual Budget**. The Board of Directors shall, in accordance with the Bylaws of the Association, establish an annual budget for each fiscal year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium including a reserve fund, unless appropriately waived by a majority of Unit Owners. The budget shall estimate all income to be collected during the year. The reserve fund shall include reserve accounts for capital expenditures and deferred maintenance as required by law.

14.5 **Use of Association Funds**. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and Bylaws. As the monies for annual assessments are paid to the Association by the unit owner, the same may be co-mingled with monies paid to the Association by the other owners of units. All funds and other assets of the Association, and any increments thereto, or profits derived therefrom or from the leasing or use of common elements, including without limitation, common surplus, shall be held for the benefit of the members of the

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Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit.

14.6 Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before five (5) days after the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the highest lawful rate (if none exists, interest shall accrue at the rate of eighteen (18%) percent per annum) until the same, and all interest due thereon, has been paid in full.

14.7 Personal Liability of Unit Owner. The owner(s) of each unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee incurred from and after the filing of a claim of lien, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a unit.

14.8 Liability not Subject to Waiver. No owner of a unit may exempt himself from liability for any assessment levied against such owner and his unit by waiver of the use or enjoyment of any of the common elements, or by abandonment of the unit, or in any other manner.

14.9 Lien for Assessment. The Association has a lien upon each unit and its appurtenant undivided interest in common elements and upon any limited common elements appurtenant to any such unit, which lien shall and does secure the monies due for all: (1) assessments levied against the unit and the owner(s) thereof; and (2) interest, if any, which may become due on delinquent assessments owing to Association; and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Lee County, Florida.

14.10 Recording of Priority of Lien. The lien of the Association shall be effective from and after recording in the Public Records of Lee County, Florida, a claim of lien stating the description of the Unit encumbered

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thereby, the name of the record owner, the amount and date when due, and shall not continue in effect for a longer period than one (1) year after the Claim of Lien is 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, interest, costs and attorney's 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. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any first mortgage or any other lien recorded prior to the time of recording the Association's claim of lien.

14.11 **Effect of Foreclosure**. In the event that any person, bank, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure of a first mortgage lien, or by a banking institution by a Deed in lieu of foreclosure, such person, bank, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, bank, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure, any assessment or assessments for the period prior to such acquisition, as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all owners of all units as a part of the Common expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Notwithstanding the foregoing, a mortgagee or other party acquiring title to a unit by foreclosure shall not during the period of such ownership, whether or not the unit is occupied, be excused from the payment of all normal and special assessments against the Unit Owners during the period of such ownership.

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14.12 Effect of Voluntary Transfer. When the owner of any unit proposes to sell the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such unit, shall furnish to the proposed purchaser a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such unit. Such statement shall be executed by any officer or Agent of the Association and any purchaser may rely upon such statement in concluding the proposed purchase transaction, and the Association shall be bound by such statement.

In the event that a unit is to be sold at the time when payment of any assessment against the owner of the unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the proceeds of such sale shall be applied by the purchaser first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such proceeds to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

14.13 Maintenance Assessments on Unsold Units. Anything contained in this Declaration of Condominium to the contrary notwithstanding, the Developer shall not be liable or obligated to pay its prorata share of the Common Expenses on any unsold units from the date of recording the deed to the first purchaser of a unit until December 31, 1991. The Developer, during this period as controlling Director of the Association, shall be responsible for and shall control the maintenance and repair of the condominium property.

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During this period the Developer agrees to keep the Condominium property maintained in the proper manner and guarantees that the assessment for common expenses imposed on a Unit Owner shall not exceed $323.13 per month for the 1991 budget year. Any amount of common expenses incurred during the period that the Developer is not paying its prorata share of Common Expenses in excess of the assessments at the guaranteed level shall be paid by the Developer.

15. **USE RESTRICTIONS**. Use of the Condominium property shall be in accordance with the following provisions:

A) **Units**. Each of the Units shall be occupied overnight by no more than six (6) adults at any one time. The Units shall be used as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as a complete Unit.

B) **Common Elements**. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

C) **Lawful Use**. No immoral, improper, offensive 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 thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be that of those responsible for the maintenance and repair of the property concerned.

D) **Leasing**. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No lease shall be for a term less than thirty (30) days. No rooms may be rented and no transient tenants may be accommodated.

E) **Minors**. There are no restrictions on the occupancy of the individual units in the condominium based upon the age of the person using or occupying the premises.

F) **Nothing to be Erected Upon Building or Common Elements.** No signs, advertisements or notices of any type, and no exterior antennas or aerials shall be erected upon the common elements, and no screen or glassing shall be added to the porches of the units; provided, however, the Board of Directors in their regulations may vary this restriction.

G) **Nuisances**. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by residents. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium property.

H) **Pets**. Typical small household pets, not more than twenty-five (25) pounds in size, may be kept in a unit, however, all pets shall be maintained and controlled so as not to violate any ordinances or regulations of Lee County or any controlling governmental body. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the Association, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises. If an owner fails to remove a pet, after notice by the Board, the Board shall have the right to obtain an Order from the Court to this effect and all costs incurred in obtaining such Order, including attorney fees, shall be assessed against the owner and shall be a lien on the unit.

I) **Proviso**. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units in all phases of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not

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limited to maintenance of a sales office, the showing of the property and the display of signs.

J) **Regulations**. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendment shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. Each unit owner shall abide by the regulations so promulgated.

16. **COMPLIANCE AND DEFAULT**. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other Unit Owners to the relief provided for in the following sub-paragraphs in addition to the remedies provided by the Condominium Act or the Bylaws.

16.1 **Delinquent Payment**. In the event a Unit Owner does not pay any Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for Assessments or take such other action to recover the Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

16.2 **Violation**. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or Bylaws, which violation is not corrected within ten (10) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. Nothing contained in this paragraph shall be construed to require that the Association furnish notice to any Unit Owner of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Unit Owner, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and court costs incurred.

16.3 **Consent**. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy

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available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit fee from unreasonable restraint and nuisance.

16.4 Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

16.5 Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. This paragraph shall apply to appellate proceedings as well as trial court proceedings.

16.6 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17. FORMS OF OWNERSHIP.

17.1 A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

17.2 Co-ownership. Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

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17.3 Ownership By Trustee, Corporation Partnership, etc. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short term transient accommodations for several individuals or families. The approval of a trustee, or corporation or other entity as a unit owner shall be condition upon the designation of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

17.4 Life Estate. A unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the occupancy of the unit shall be as if the life tenant were the only owner. If there is more than one life tenant, their occupancy and voting rights shall be determined in the same manner as if the life tenants were co-owners of the unit. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement, If such a transfer has not occurred, and the consent or approval of the owner of the unit is required for any purpose, the consent or approval of the holders of the remainder interest shall not be required.

18. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each unit owner covenants to observe:

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18.1 Transfers Subject to Approval.

(a) **Sale.** No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to another unit owner.

(b) **Gift.** If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(c) **Devise or Inheritance.** If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors of the Association. The approval of the Association shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of his death, or was related to the owner by blood or adoption within the first degree.

(d) **Other Transfers.** If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Association.

18.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

(a) **Notice to Association.**

(1) **Sale Or Gift.** An unit owner intending to make a bona fide sale or gift of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser or donee, and such other information as the Association may reasonably require. In the case of a sale notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) **Devise or Inheritance; other Transfers.** Any unit owner who has obtained his title by

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devise, inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) **Failure To Give Notice**. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) **Certificate of Approval**.

(1) **Sale**. If the proposed transaction is a sale, or gift, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Failure to disapprove within said thirty (30) day period shall be deemed to be the equivalent of approval. If approved, the approval shall be stated in a certificate executed by any officer or director of the Association, which shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(2) **Devise or Inheritance; other Transfers**. If the unit owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by any officer of the Association, which shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner.

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18.3 **Disapproval by Association**. If the Association shall disapprove a transfer of ownership of an unit, the matter shall be disposed in the following manner:

(a) **Sale Or Gift**. If the proposed transaction is a sale or gift, and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in

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his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records of Lee County, Florida, at the expense of the purchaser. If the selling unit owner defaults or unreasonably delays the procedure, the Association shall be relieved of all obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling unit owner in a Court of Law.

(b) Devise or Inheritance; other Transfers. If the unit owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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, one of whom shall be appointed by the Association and the other of whom shall be appointed by the unit owner, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

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(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records of Lee County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the unit owner. If the selling unit owner defaults or unreasonably delays the procedure, the Association shall be relieved of all obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling unit owner in a Court of Law.

18.4 **Leasing Of Units.** All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association.

(a) **Procedures**

(1) **Notice.** An owner intending to lease his unit shall give to the Association written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.

(2) **Approval.** After the required notice and all information requested has been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of

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approval, and on demand the Board shall issue a written letter of approval to the lessee.

(3) **Disapproval**. Approval of the Board shall be withheld only if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board shall not approve a lease of a unit when the payment of assessments for that unit is delinquent.

(4) **Failure To Give Notice**. If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(5) **Application Form**. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide.

(6) **Committee Approval**. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may, by resolution, delegate its approval powers to a committee, or a specific individual.

(b) **Term of Lease and Frequency of Leasing**. No unit may be leased for less than thirty (30) days and no more than two (2) times in any calendar year. There shall be no maximum length of lease, but all leases for more than one year shall be deemed to include a provision reserving the right of the Association to approve or disapprove the continuance of the lease at annual intervals. No subleasing or assignment of lease rights by the lessee is allowed.

18.5 **Fees For Processing Applications For Approval**. Whenever the approval of the Association is required to allow

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the sale, lease or other transfer of an interest in an unit, the Association may charge the owner a pre-set fee not to exceed $50.00 for processing the approval. There shall be no such processing charge pertaining to the transfers by the Developer.

18.6 Exceptions.

(a) The provisions of this Article shall not be applicable to the Developer. The Developer shall have the right to take any action necessary to consummate the sale, or transfer of said Units, including, but not limited to the right to maintain model units within the Condominium buildings, post signs, have employees in the offices maintained in the Condominium buildings, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph (a) shall not be amended without the prior written approval of the Developer.

(b) The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

18.7 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

19. MAINTENANCE. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement, shall be as follows:

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19.1 Units.

(a) **By the Association.** The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit contributing to the support of the unit building, except interior surfaces, which portions shall include but not be limited to load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association, except that the Unit Owner is responsible for maintenance of the air conditioning system serving his or her unit; and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(b) **By the Unit Owner.** The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. The Unit Owner shall be responsible for maintaining all exterior doors, windows, screens, and air conditioning system components serving his or her unit.

(2) No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building.

(3) Each Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

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19.2 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval of either the Association or the owners of not less than two-thirds (2/3rds) of the common elements. Any such alteration or improvement shall not unreasonably interfere with the rights of any Unit Owners without their consent.

19.3 Limited Common Elements. Except as specifically provided for elsewhere, the maintenance of the limited common elements shall be the responsibility of the Unit Owner who has been assigned its exclusive use. No Unit Owner may, however, enclose or otherwise alter the appearance of the lanai serving a unit without the express written consent of the Association.

20. RECREATIONAL AND COMMONLY USED FACILITIES. The Recreational Parcel and Commonly Used Facilities serving the condominium are as shown on Exhibit C-1 attached hereto and incorporated herein by virtue of this reference. The ownership of said Recreational Parcel and commonly used facilities is vested in Whiskey Pointe Master Association, Inc. for the benefit of the Unit Owners, and each and every unit owner of any condominium or villa project which may later be developed on any portion of the Whiskey Pointe Property. The Master Association shall also have the power and authority to enter into an agreement for the use of Master Association Property by Unit Owners of Whiskey Pointe, an existing condominium located to the immediate south of the Condominium Property. All Unit Owners shall be responsible for payment of their pro-rata share of the expenses incident to the use, maintenance and operation of said property, as more fully described in the Articles of Incorporation and By-Laws of the Master Association and the Declaration of Covenants, Conditions, Restrictions & Easements for Whiskey Pointe. In the event that any Unit Owner should fail to pay its pro-rata share of the Master Association expenses, the Master Association may file and foreclose upon a Claim of Lien and assert such other lawful remedies as allowed by law. The Master Association shall be responsible for the maintenance of property owned by the Master Association except as may be otherwise agreed by either the Association or any other

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condominium or homeowners association entitled to the use of the Master Association Property.

21. **INSURANCE**. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

21.1 **Duty and Authority to Obtain**. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is otherwise authorized to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association, its officers, directors, and employees and the Unit owners and their mortgagees. The named insured shall be the Association, individually, and as agent for the Unit Owners without naming them and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements or memorandum of insurance for such mortgagees. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage, if the same is required by the Association's insurer.

21.2 **Required Coverage**. The Association shall purchase and carry insurance coverage as follows:

(a) **Casualty Insurance**. Casualty insurance covering all of the buildings as that term is defined by the Florida Condominium Statutes, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement.

(2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use, to the

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buildings of the Condominium including without limitation vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(b) Public Liability Insurance. Public Liability insurance in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including without limitation, hired automobile, non-owned automobiles, off-premises employee coverage, water damage and legal liability, with cross liability endorsements to cover liability of all Unit owners as a group to each Unit Owner.

(c) Workmen's Compensation Insurance. Workman's Compensation insurance to meet the requirements of law.

(d) Flood Insurance. Flood Insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.

21.3 Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any unit. Directors liability insurance may be obtained as an Association expense.

21.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from the Unit Owners as common expenses.

21.5 Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their

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respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property, subject only to the restrictions contained in subparagraph 20.8 below.

21.6 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

21.7 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to WHISKEY POINTE II CONDOMINIUM ASSOCIATION, INC., as Trustee. The duty of the trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

(1) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share

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in the common elements appurtenant to his unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

21.8 Distribution of Proceeds. Proceeds of insurance policies received by the trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the trustee shall be paid first or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an unit and may be enforced by such mortgage.

21.9 Association as Agent. The association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property

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to adjust all claims for property damage less than $25,000 arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association is likewise irrevocably appointed agent for each unit owner and for each owner of any other interest in the Condominium property to adjust all claims for property damage in excess of $25,000 arising under insurance policies purchased by the Association. However, for all such claims in excess of $25,000, the Association shall be authorized to execute and deliver releases and to settle claims for the Unit Owners and for the owners of any other interest in the Condominium property only when the Association has the consent of all approved mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which an unit owner may have for personal injury.

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22. **RECONSTRUCTION OR REPAIR AFTER CASUALTY.**

22.1 Whether or not Condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) **Common Element.** If the damaged improvement is any of the common elements, the damaged common element shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) **Apartment Building.**

(1) **Lesser Damage.** If the damaged improvements are to an unit building and if units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

(2) **Major Damage.** If the damaged improvements are to an unit building and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners

of 2/3rds of the common elements agree in writing to such reconstruction or repair.

22.2 **Plans and Specification**. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Administration of the Association, and if the damaged property is the unit building, by the owners of not less than 2/3rds of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

22.3 **Responsibility**. If the damage is only to those parts of an unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

22.4 **Estimates 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.

22.5 **Assessments**. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

23. **ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS**. Neither a unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

23.1 **Units**. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by

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majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, re-route, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any screens or glass, or any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Unit or portion of the building.

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23.2 Common Elements. After the completion of the improvements included in the common elements contemplated by this Declaration there shall be no material alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than two-thirds (2/3rds) of the common elements except as provided by the Bylaws. Any such alteration or improvement shall not unreasonably interfere with the rights of any Unit Owners without their consent. The costs of said improvements or alterations shall be charged to all Unit Owners as a common expense.

23.3 Storm Shutters. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors of the Association may adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium. Such storm shutter shall be of the type and design which is affixed directly over a door or window opening. No storm shutter except of the standard model, color and style adopted by the Board of Directors shall be used

in or upon the Condominium. The periods of use of storm shutters shall be subject to regulation by the Board of Directors of the Condominium.

24. RIGHTS OF DEVELOPERS.

24.1 General Rights. So long as Developer, or any successor developer or mortgagee succeeding Developer in title, shall own any unit, it shall have the absolute right to sell or lease any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the sale of such unit, the right of first refusal, prior approval, or any right of redemption herein granted to the Association shall not be operative or effective in any manner.

24.2 Amendment of Plans. In addition, the Developer reserves the right to change the interior arrangement of any or all Units which the Developer owns, to alter the boundaries between any units it owns, and to alter the boundaries of any Common Elements abutting any Unit it owns. Such change shall be effected by the recording of an amendment to the Declaration which contains a survey showing such changes. If such amendment affects more than one Unit, any changes in the sharing of Common Expenses, Common Surplus and the Common Elements appurtenant to such Units shall be noted on the amendment. The amendment need be signed and acknowledged only by the Developer and any Institutional Mortgagees holding mortgages on the altered Units and need not be approved by the Association or the Units Owners.

24.3 Business. So long as the Developer owns any Units in the Whiskey Pointe Property, the Developer may transact any business on the Condominium Property necessary or convenient to consummate sales of Units, including, but not limited to, maintaining an office and models, displaying signs, hiring employees, using the Common Elements for parking for prospective Purchasers, and showing the Units. All office and sales equipment belonging to the Developer shall remain the property of the Developer and may be removed by Developer at any time.

24.4 Easements. As long as the Developer has control of the Association, and provided it has the prior consent of the Developer's Mortgagees, the Association shall have the right to grant such easements over the Condominium Property to such beneficiaries and for such time as it determines in its sole discretion to be of benefit to

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the Condominium or to the Developer, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time the Developer has the right to the foregoing easements, the consent and approval of the Association and its members shall not be required. The foregoing easements may be granted only if they do not structurally weaken the improvements upon the Condominium Property or unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

24.5 Assessment Against Developer on Unsold Units. If the Developer of the Condominium holds units for sale in the ordinary course of business, no assessment shall be made against the Developer as a unit owner for capital improvement, without the written consent of the Developer. No action may be taken by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

25. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium and the Bylaws of WHISKEY POINTE II CONDOMINIUM ASSOCIATION, INC., may be amended in the following manner:

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

25.2 Adoption of Amendment. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the Association or by 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than a majority of the Board of Administration, and by not less than a majority of the voting interests of the entire membership of the Association; or

(b) Until the first election of non-developer related directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

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25.3 **Developer Amendment.** Notwithstanding anything to the contrary herein, as long as developer owns at least one unit for sale in the ordinary course of business, the Developer reserves the right to amend the Declaration, and any Exhibits hereto, for any one or more of the following purposes:

(a) For purpose of adding a Certificate of Surveyor as provided for in Section 718.104(4)(e) or other sections of the Florida Statutes.

(b) At the request of any institutional mortgagee, or governmental agency, so long as the requested amendment does not materially affect the interest of any mortgagee or Unit Owner, nor the Unit Owners share of the Common Elements.

(c) To reflect the assignment of parking spaces.

Above amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

25.4 **Proviso.** Provided no amendment may change the configuration or size of any condominium 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 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 all the record owners of all other units approve the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

25.5 **Enlargement of Common Elements.** The common elements designated by the Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved and executed as provided in this section. The amendment divests the association of title to the land and vests title in the Unit Owners as part of the common elements, without naming them and without further conveyance, in the same proportion as

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the undivided shares in the common elements that are appurtenant to the unit owned by them.

25.6 **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Lee County, Florida.

26. **TERMINATION**. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

26.1 **Destruction**. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

26.2 **Agreement**. The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all mortgagees who have recorded their mortgages. If not all Unit Owners agree in writing then a proposed termination may be submitted to a meeting of the members of the Association, the notice of which meeting gives thirty (30) days notice of the proposed termination. If the termination is approved by not less than 75 percent of the Unit Owners and written approval from the record owners of all mortgages upon Units in the Condominium, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(a) **Exercise of Option**. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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(b) **Price**. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) **Payment**. The purchase price shall be paid in cash.

(d) **Closing**. The sale shall be closed within ten (10) days following the determination of the sale price.

26.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Lee County, Florida.

26.4 Shares of Owners After Termination. After termination of the Condominium, the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination.

26.5 Amendment. This section concerning termination shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

27. MISCELLANEOUS.

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27.1 **Severability**. The invalidity in whole or in part of any covenant or restriction, or any article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

27.2 **Invalidation of Part**. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

27.3 **Applicability of Declaration of Condominium**. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any unit, or the mere act of occupancy of any unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

27.4 **Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act, as the same exists on the date hereof, is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

27.5 **Singular, Plural And Gender**. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

27.6 **Parties Bound**. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

27.7 **Remedies for Violation**. Each Unit Owner shall be governed by and conform to this Declaration, the Articles of Incorporation and the Bylaws of the Condominium Association, and the Articles of Incorporation and the Bylaws of Whiskey Pointe Master

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but such relief shall not be exclusive of other remedies provided by law.

27.8 Execution of Documents Required by Government. The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by Lee County or the South Florida Water Management District or other government agencies having jurisdiction. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of Deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Article shall recite that it is made pursuant to this Article.

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IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, by its undersigned, duly authorized officer on the date set forth above.

WITNESSES:

Witness #1

Witness #2

(Corporate Seal)
LUNDSTROM HOMES, INC.,
a Florida corporation

By: _____
BOB L. LUNDSTROM, as
President

STATE OF FLORIDA
COUNTY OF Collier

BEFORE ME, the undersigned authority, personally appeared BOB L. LUNDSTROM, as President of **LUNDSTROM HOMES, INC.**, a Florida corporation, and who acknowledged before me that he did, as such officer, execute the foregoing Declaration of Condominium as the act and deed of said corporation and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17th day of May 1991.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 28, 1992
Bonded thru Troy Fain - Insurance Inc.

Notary Public

a1/dc1/4-26-91:kkl

JOINDER AND CONSENT

The undersigned, **SUNBANK/NAPLES, NATIONAL ASSOCIATION,** a United States banking corporation, the owner and holder of a Mortgage encumbering the foregoing premises does hereby join into the Declaration of Condominium for WHISKEY POINT II, a Condominium, and does hereby consent to submitting the premises described therein to the condominium form of ownership.

(Corporate Seal)
SUNBANK/NAPLES, NATIONAL ASSOCIATION, a United States banking corporation

Witness #1

Witness #2

By: _____
Joel E. Whittenhall, as
Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Joel E. Whittenhall, VP as Vice President President of **SUNBANK/NAPLES, NATIONAL ASSOCIATION,** a United States banking corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May, 1991.

My Commission Expires:
10-21-92

NOTARY PUBLIC (SEAL)

a1/j2/3-19-91:k

JOINDER AND CONSENT

The undersigned, **BONITA BAY PROPERTIES, INC.**, a Florida corporation, the owner and holder of a Mortgage encumbering the foregoing premises does hereby join into the Declaration of Condominium for WHISKEY POINT II, a Condominium, and does hereby consent to submitting the premises described therein to the condominium form of ownership.

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(Corporate Seal)
BONITA BAY PROPERTIES, INC.,
a Florida corporation

Marsha Stackler
Witness #1

By: Thomas C. Smith
THOMAS C. SMITH, as
Vice President

David L. Cook
Witness #2

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THOMAS C. SMITH, as VICE President of **BONITA BAY PROPERTIES, INC.**, a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 1991.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 20, 1992
Bonded Thru Troy Fain - Insurance Inc.

David L. Cook
NOTARY PUBLIC (SEAL)

a1/j1/3-19-91:k

WILSON, MILLER, BARTON & PEEK, INC.
Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

Description of Whiskey Pointe II, A Condominium,
being a part of Tract A of BONITA BAY UNIT TWO
(P.B. 38, pages 86-88) Lee County, Florida

Commencing at the northwest corner of Tract "A" of "BONITA BAY UNIT TWO" according to the plat thereof as recorded in Plat Book 38, pages 86 through 88, Public Records of Lee County, Florida; thence along the boundary of said Tract "A" in the following three (3) described courses;

1) northeasterly 35.14 feet along the arc of a circular curve concave to the northwest, having a radius of 60.00 feet, through a central angle of 33°-33'-28" and being subtended by a chord which bears North 60°-57'-40" East 34.64 feet to a point of reverse curvature;
2) northeasterly and easterly 89.57 feet along the arc of a tangential circular curve concave to the southeast, having a radius of 100.00 feet, through a central angle of 51°-19'-04" and being subtended by a chord which bears North 69°-50'-28" East 86.60 feet;
3) South 84°-30'-00" East 195.56 feet to the POINT OF BEGINNING of the parcel herein described;
   thence continue along said boundary of Tract "A" in the following three (3) described courses;
   1) continuing South 84°-30'-00" East 89.54 feet;
   2) easterly and southeasterly 133.92 feet along the arc of a tangential circular curve concave to the southwest, having a radius of 95.32 feet, through a central angle of 80°-30'-00" and being subtended by a chord which bears south 44°-15'-00" East 123.18 feet to a point of reverse curvature;
   3) southerly 28.97 feet along the arc of a tangential circular curve concave to the east, having a radius of 516.13 feet through a central angle of 3°-12'-58" and being subtended by a chord which bears South 5°-36'-29" East 28.97 feet to a point on said curve;

   thence leaving said curve and said boundary of Tract "A", South 79°-00'-00" West 105.85 feet;
   thence South 29°-00'-00" West 49.36 feet;
   thence South 79°-00'-00" West 130.11 feet;
   thence North 32°-00'-00" East 45.26 feet;
   thence North 8°-30'-00" West 62.63 feet;
   thence North 29°-00'-00" East 129.79 feet to a point on said boundary of Tract "A" and the Point of Beginning of the parcel herein described;

being a part of Tract "A" of "BONITA BAY UNIT TWO" (P.B. 38, pages 86 - 88) Lee County, Florida;
subject to easements and restrictions of record;
containing 0.76 acres more or less;
bearings are assumed and based on Florida State Plane Coordinate System West Zone as the north line of Tract "A", being South 84°-30'-00" East.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY: _____ DATE 4/11/91
Wilbur M. Christiansen, Jr., P.L.S. #2765

Not valid unless embossed with the Professional's seal.

W.O. 1949 Date: April 10, 1991
Ref: 4K-238 (GGG:kjd whiskey pointe II condo)

[redacted]

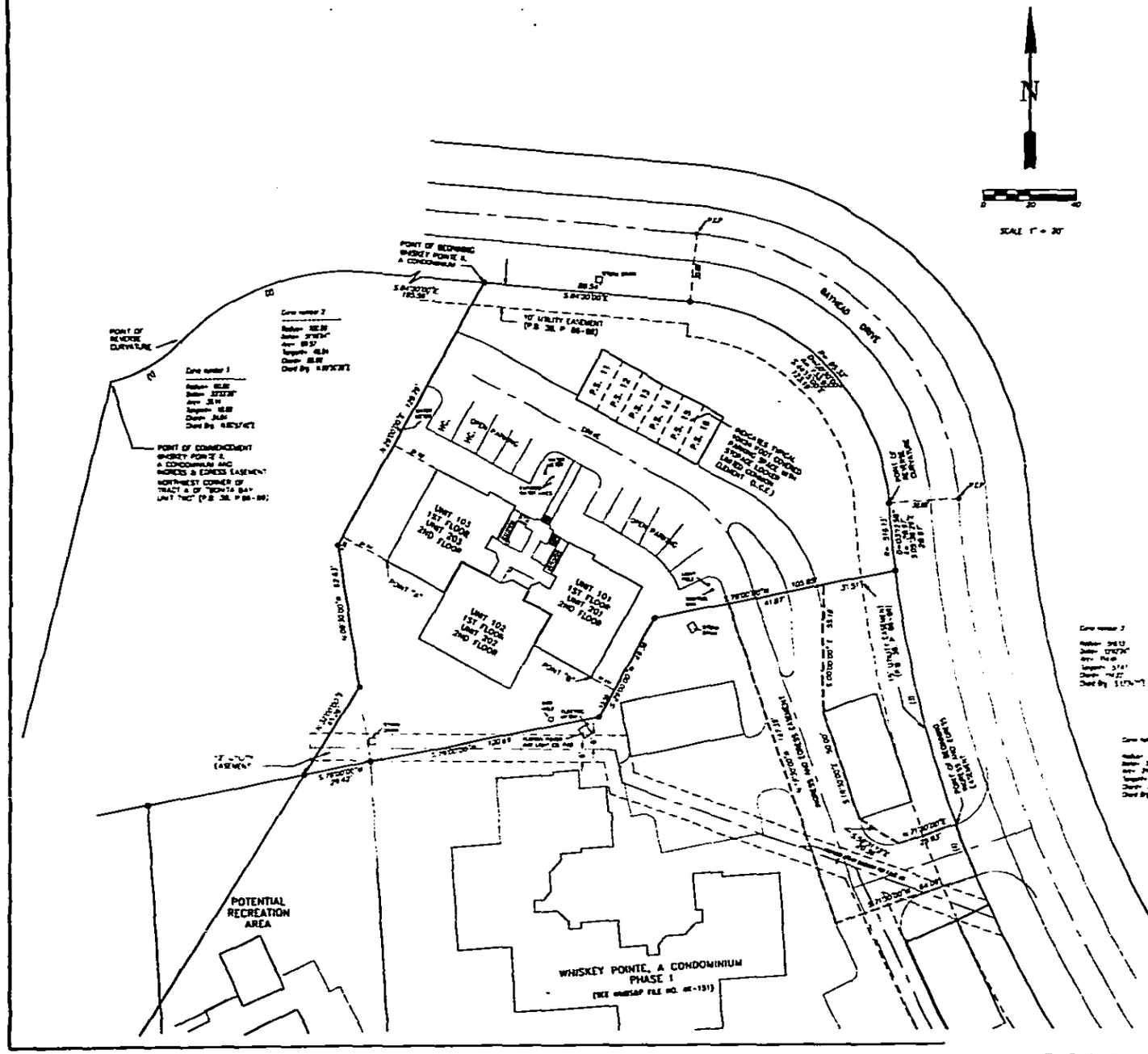
— WHISKEY POINTE II EXHIBIT A —

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
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Steven J. Gunden, C.B.C. • Paul H. Dukas, P.L.S. • James L. McGee, P.E., Ph.D. • Stephen A. Means, P.E. • Carron Day, A.I.C.P. • Michael C. LaMure, P.L.S.

OR2223 PG0797

WHISKEY POINTE II
Exhibit B-1

WHISKEY POINTE II, A CONDOMINIUM



GENERAL NOTES

1) ———— INDICATES THE APPROXIMATE LOCATION OF THE BOUNDARY OF THE CONDOMINIUM UNITS.
2) — — — — INDICATES THE APPROXIMATE LOCATION OF THE LIMITED COMMON ELEMENTS (L.C.E.)
3) THE UNIT LINES, LIMITED COMMON ELEMENT LINES AND [illegible] SHOWN HEREON ARE FOR GENERAL REPRESENTATION OF THE LOCATIONS OF SAID LINES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESCRIPTION AND LOCATION OF SAID LINES.
4) EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS COMMON ELEMENT, REFER TO THE DECLARATION OF CONDOMINIUM FOR THE DEFINITION AND DESCRIPTION OF THE COMMON ELEMENTS.
5) WHERE IS ONE AIR CONDITIONING COMPRESSOR (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6) ELEVATIONS ARE TIED AND BASED ON [illegible] ELEVATIONS AND SHOWN ON NATIONAL GEODETIC VERTICAL DATUM. THIS DRAWING WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: NICHOLS, CARTER GRANT ARCHITECTS, INC. 1 TEN PEACHTREE PLACE ATLANTA, GEORGIA 30309
7) SEE SHEET 2 FOR TYPICAL FLOOR PLANS.

UNIT SCHEDULE

UNIT NO.	FLOOR	FLOOR ELEV.	CEILING ELEV.	CATHEDRAL CEILING ELEV.
101	1ST	11.17	20.12	
102	1ST	11.14	20.09	
103	1ST	11.13	20.08	
201	2ND	20.61	28.61	
202	2ND	20.58	28.58	33.83
203	2ND	20.60	28.60	

CERTIFICATE

I HEREBY CERTIFY TO

That a map of BOUNDARY SURVEY of WHISKEY POINTE II, A CONDOMINIUM being a part of Tract A of "Bonita Bay Unit TWO" (Plat Book 38, Pages 86 - 88) under our direction on April 8 1991

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code. No other person or entity may rely upon this survey

WILSON, MILLER, BARTON, SEEL & PEEK, INC.
Civil Engineers and Land Surveyors
3452 Airport Road (813) 643 4343
Naples, Florida 33942

By: _____
Officer or Director

NOTE: This certification is only for the use by the party to whom it is addressed. It is not a guarantee of the correctness of information or conclusions and this certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

GENERAL NOTES

1) Coordinates are in feet and described thereof
2) Elevations are assumed and based on Florida State Plane Coordinate System zone 1302 as the bearing base of WHISKEY POINTE II, bearing = N 79°00'00" E
3) Elevations are based on National Geodetic Vertical Datum
4) Symbols and legend: ⊙ = set 4" dia. P.C. in Drain Treasure ○ = Set Nail, ⊗ = Found Nail, CB = Chord Bearing
5) Where a comparison of record information and measurements is made, the record information is shown in parenthesis ( ) and labeled with said record.
6) ● = monument found 5/8" x 24" iron pin and cap stamped LB-43 ○ = monument found 5/8" x 24" iron pin and cap stamped LB-43 ⊕ = P.C.P. = Permanent Control Point

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY AND INGRESS AND EGRESS EASEMENT

EXHIBIT DC-12

DATE: APRIL 1991	
SCALE: 1" = 30'	WHISKEY POINTE II, A CONDOMINIUM
DRAWN:	MAP OF BOUNDARY SURVEY, PLOT PLAN
CHECKED:	GENERAL NOTES AND UNIT SCHEDULE
JOB NO:	PART OF TRACT "A" OF BONITA BAY UNIT TWO
SHEET NO:	(P.B. 38 PGS. 86-88) LEE COUNTY, FLORIDA
REVISIONS: NO. 1 - 7/92 NO. 2 - 10/92	WILSON, MILLER, BARTON & PEEK, INC. ENGINEERS, PLANNERS AND LAND SURVEYORS NAPLES, FLORIDA
1990	44-230

OR2223 PG0798

WHISKEY POINTE II
Exhibit B-2

LEGAL DESCRIPTION
WHISKEY POINTE II, A CONDOMINIUM

Commencing at the northwest corner of Tract "A" of "BONITA BAY UNIT TWO" according to the plat thereof as recorded in Plat Book 36, pages 86 through 88, Public Records of Lee County, Florida; thence along the boundary of said Tract "A" in the following three (3) described courses:
1) northeasterly 35.14 feet along the arc of a circular curve concave to the northwest, having a radius of 60.00 feet, through a central angle of 33°-33'-20" and being subtended by a chord which bears North 69°-07'-40" East 34.64 feet to a point of reverse curvature;
2) northeasterly and easterly 89.57 feet along the arc of a tangential circular curve concave to the southeast, having a radius of 160.00 feet, through a central angle of 31°-13'-00" and being subtended by a chord which bears North 67°-30'-20" East 88.46 feet;
3) South 84°-06'-50" East 195.94 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary of Tract "A" in the following three (3) described courses:
1) continuing South 84°-06'-50" East 89.54 feet;
2) northerly and northeasterly 133.93 feet along the arc of a tangential circular curve concave to the northwest, having a radius of 85.33 feet, through a central angle of 89°-56'-00" and being subtended by a chord which bears North 50°-51'-10" East 120.61 feet to a point of reverse curvature;
3) northeasterly 35.97 feet along the arc of a tangential circular curve concave to the east, having a radius of 516.13 feet, through a central angle of 3°-59'-39" and being subtended by a chord which bears North 5°-36'-39" East 35.97 feet to a point on said curve;
thence leaving said curve and said boundary of Tract "A", South 73°-58'-09" West 195.83 feet;
thence South 73°-58'-09" West 49.36 feet;
thence South 73°-58'-09" West 130.11 feet;
thence South 73°-58'-09" West 15.36 feet;
thence South 81°-06'-50" West 63.63 feet;
thence North 35°-06'-50" East 125.79 feet to a point on said boundary of Tract "A" and the Point of Beginning of the parcel herein described;
being a part of Tract "A" of "BONITA BAY UNIT TWO" (P.B. 36, pages 86 - 88) Lee County, Florida;
subject to easements and restrictions of record;
containing 0.75 acres more or less;
Bearings are assumed and based on Florida State Plane Coordinate System West Zone on the north line of Tract "A", being South 84°-06'-50" East.

WILSON, MILLER, BARTON & PEEK, INC.
Eng. Engineers and Land Surveyors

BY: _____ DATE 4/11/91
William H. Christiansen, Jr., P.E.S. #27135

LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT

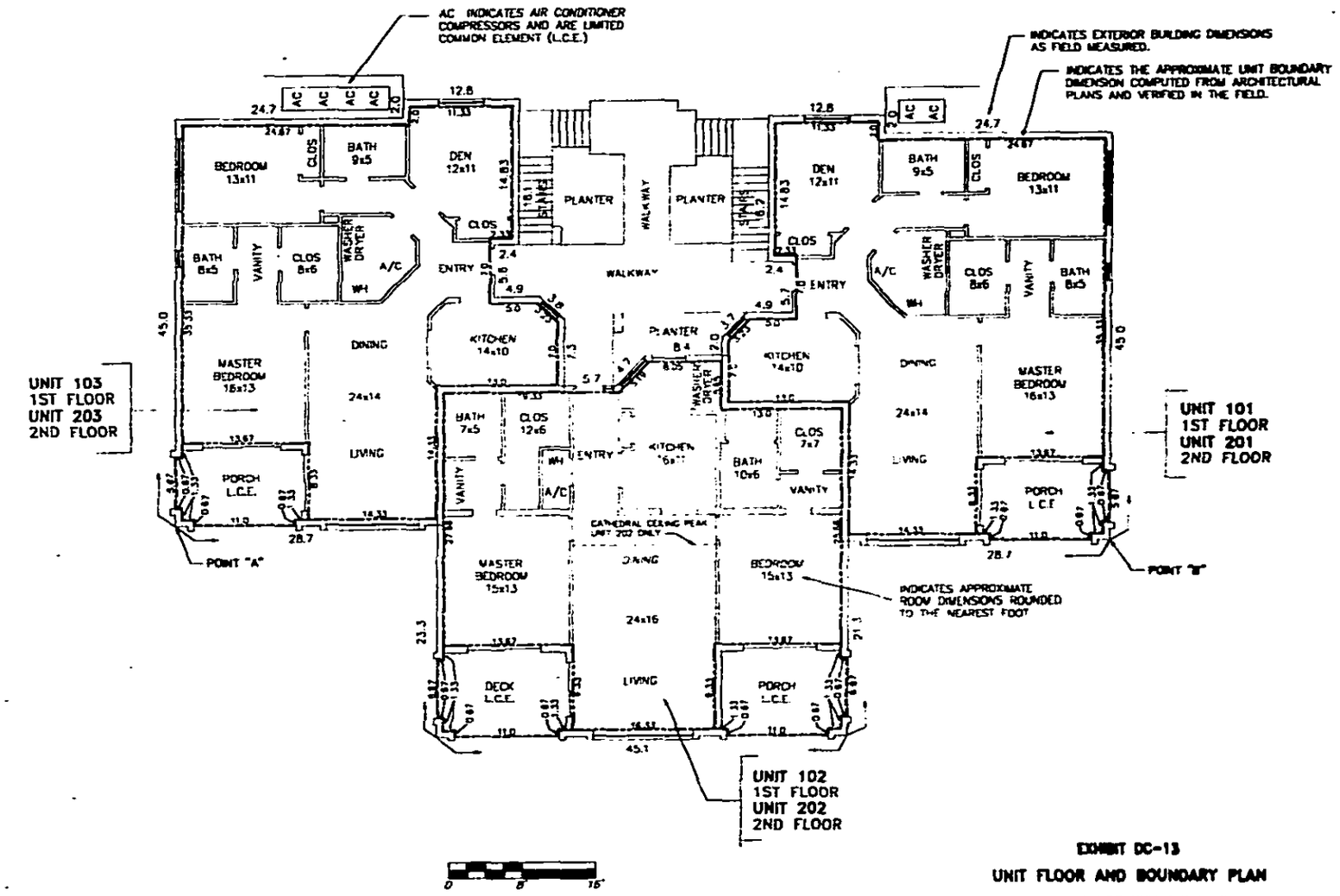
Commencing at the northwest corner of Tract "A" of "BONITA BAY UNIT TWO" according to the plat thereof as recorded in Plat Book 36, pages 86 through 88, Public Records of Lee County, Florida; thence along the boundary of said Tract "A" in the following six (6) described courses:
1) northeasterly 35.14 feet along the arc of a circular curve concave to the northwest, having a radius of 60.00 feet, through a central angle of 33°-33'-20" and being subtended by a chord which bears North 69°-07'-40" East 34.64 feet to a point of reverse curvature;
2) northeasterly and easterly 89.57 feet along the arc of a tangential circular curve concave to the southeast, having a radius of 160.00 feet, through a central angle of 31°-13'-00" and being subtended by a chord which bears North 67°-30'-20" East 88.46 feet;
3) South 84°-06'-50" East 285.10 feet;
4) easterly and southeasterly 133.93 feet along the arc of a tangential circular curve concave to the southwest, having a radius of 85.33 feet, through a central angle of 89°-56'-00" and being subtended by a chord which bears South 50°-51'-10" East 120.61 feet to a point of reverse curvature;
5) easterly 29.97 feet along the arc of a tangential circular curve concave to the east, having a radius of 516.13 feet, through a central angle of 3°-19'-39" and being subtended by a chord which bears South 5°-46'-39" East 29.97 feet to a point on said curve;
6) southerly along said curve, southerly 330.66 feet along said arc of curve concave to the east, through a central angle of 23°-43'-26" and being subtended by a chord which bears South 13°-34'-11" East 328.33 feet to a point on said curve the the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary of Tract "A" comprising along said curve, 34.62 feet along said arc of curve concave to the east, through a central angle of 3°-48'-01" and being subtended by a chord which bears South 23°-15'-23" East 34.62 feet to a point on said curve;
thence leaving said boundary of Tract "A" and said curve, South 73°-58'-09" West 64.09 feet;
thence North 16°-34'-00" West 107.29 feet;
thence North 73°-58'-09" East 61.97 feet;
thence South 6°-06'-50" East 55.10 feet;
thence South 16°-34'-00" East 50.00 feet;
thence South 84°-31'-12" East 20.36 feet;
thence North 73°-58'-09" East 25.83 feet to a point on said boundary of Tract "A" and the Point of Beginning of the parcel herein described;
being a part of Tract "A" of "BONITA BAY UNIT TWO" (P.B. 36, pages 86-88) Lee County, Florida;
subject to easements and restrictions of record;
Bearings are assumed and based on Florida State Plane Coordinate System West Zone on the north line of Tract "A" of "BONITA BAY UNIT TWO", being South 84°-06'-50" East.

WILSON, MILLER, BARTON & PEEK, INC.
Eng. Engineers and Land Surveyors

BY: _____ DATE 4/11/91
William H. Christiansen, Jr., P.E.S. #27135

WHISKEY POINTE II, A CONDOMINIUM

BEING A PART OF TRACT "A" OF "BONITA BAY UNIT TWO" (P.B. 36, P. 86 - 88), LEE COUNTY, FLORIDA.



SCALE: 1" = 8'

EXHIBIT DC-13
UNIT FLOOR AND BOUNDARY PLAN
4K-238 SHEET 2 OF 2
APR. 1991

OR2223 PG0799

WILSON, MILLER, BARTON & PEEK, INC.
Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

OR2223 PG0800

Description of Parcel "F" being a part of Tract "A"
of "BONITA BAY UNIT TWO" (P.B. 38, pages 86-88)
Lee County, Florida

All that part of Tract "A" of "BONITA BAY UNIT TWO" according to the plat thereof as recorded in Plat Book 38, pages 86 through 88, Public Records of Lee County, Florida;
Commencing at the northwest corner of said Tract "A";
thence along the northerly line of said Tract "A" in the following three (3) described courses;

1) northeasterly 35.14 feet along the arc of a circular curve concave to the northwest, having a radius of 60.00 feet, through a central angle of 33°-33'-28" and being subtended by a chord which bears North 60°-57'-40" East 34.64 feet to a point of reverse curvature;
2) northeasterly and easterly 89.57 feet along the arc of a tangential circular curve concave to the southeast, having a radius of 100.00 feet, through a central angle of 51°-19'-04" and being subtended by a chord which bears North 69°-50'-28" East 86.60 feet;
3) South 84°-30'-00" East 195.56 feet;

thence leaving said northerly line of Tract "A" South 29°-00'-00" West 129.79 feet;
thence South 8°-30'-00" East 62.63 feet;
thence South 32°-00'-00" West 45.25 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 79°-00'-00" East 29.42 feet;
thence South 3°-30'-00" East 171.43 feet;
thence South 75°-00'-00" West 99.31 feet;
thence North 3°-30'-00" West 91.85 feet;
thence North 32°-00'-00" East 117.36 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.32 acres more or less.

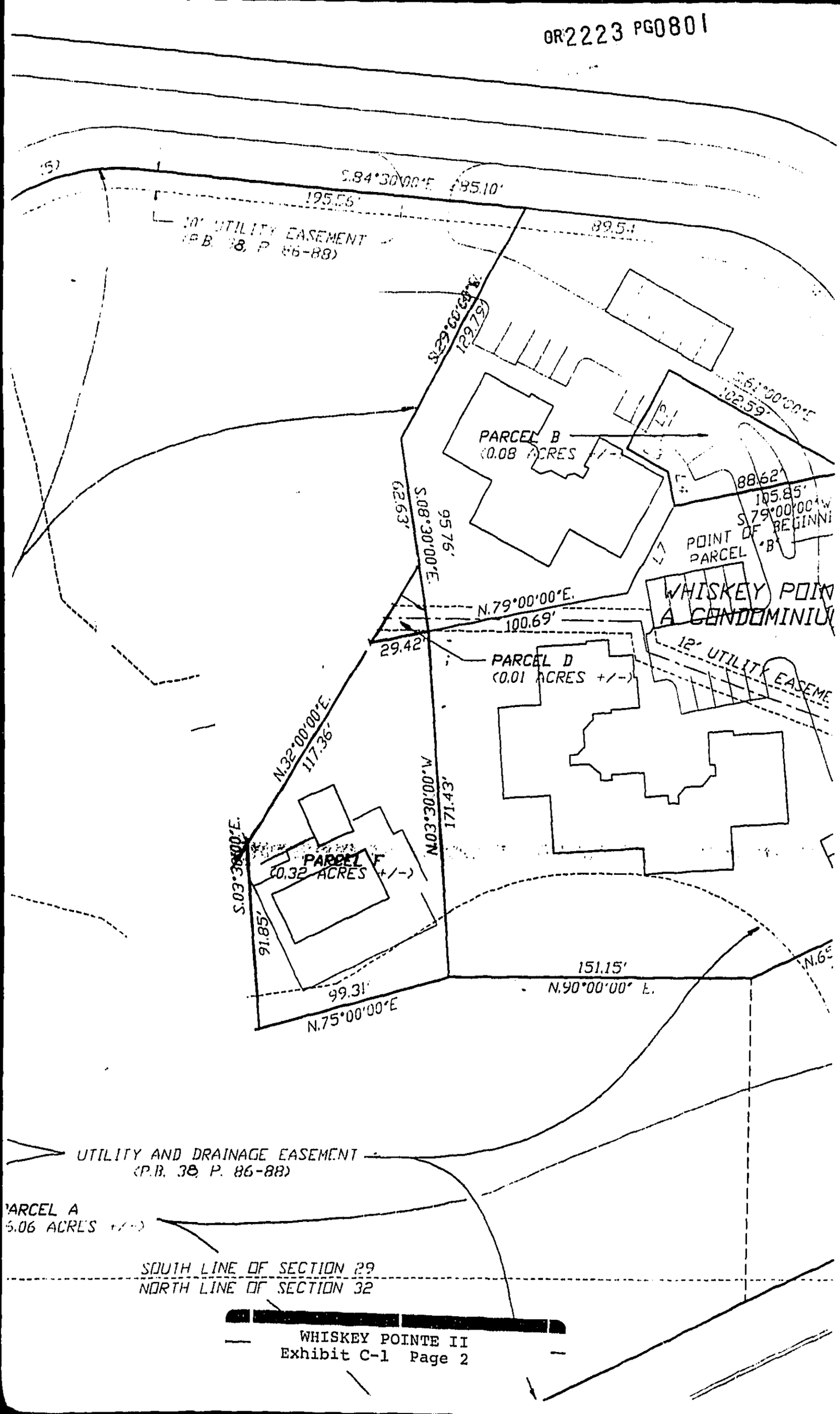
WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY John E. Boutwell — DATE 1/14/1991
John E. Boutwell, P.L.S. #3934

- Not valid unless embossed with the Professional's seal.

W.O. 1949
Ref: 4K-234 (GGG:kjd parcel f tract a bbay unit 2)
Date: January 14, 1991

Raymond W. Miller, P.E. • William L. Barton, P.E. • Thomas R. Peek, P.E., P.L.S. • Wilbur M. Christiansen, Jr., P.L.S. • Clifford H. Schneider, P.E.
Alan D. Reynolds, A.I.C.P. • Arlen D. White, A.I.C.P. • Gary L. Dance, C.P.A. • Fermin A. Diaz, P.E. • John E. Boutwell, P.L.S. • Thomas R. Nichols, P.E.
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S.84°30'00"E. 185.10'
195.56'
30' UTILITY EASEMENT
(P.B. 38, P. 86-88)
89.54'
S.29°00'00"E.
129.79'
S.61°00'00"E.
102.59'
PARCEL B
(0.08 ACRES +/-)
88.62'
105.85'
S.79°00'00"W.
POINT OF BEGINNING
PARCEL 'B'
62.63'
S.00°30'00"E.
95.76'
WHISKEY POINTE
A CONDOMINIUM
N.79°00'00"E.
100.69'
29.42'
PARCEL D
(0.01 ACRES +/-)
12' UTILITY EASEMENT
N.32°00'00"E.
117.36'
N.03°30'00"W.
171.43'
S.03°30'00"E.
PARCEL 'F'
(0.32 ACRES +/-)
91.85'
99.31'
N.75°00'00"E.
151.15'
N.90°00'00" E.
N.6°
UTILITY AND DRAINAGE EASEMENT
(P.B. 38 P. 86-88)
PARCEL A
5.06 ACRES +/-
SOUTH LINE OF SECTION 29
NORTH LINE OF SECTION 32