

3645445

## DECLARATION OF CONDOMINIUM

FOR

THE GOLFVIEW AT SUMMERWIND, A CONDOMINIUM

MADE August 15, 1994, by COMMUNITY DEVELOPMENT - WESTBURY GATEWAY JOINT VENTURE, a Florida joint venture, (the "Developer"), the owner of fee simple title to the land described herein. By this instrument the Developer makes the following declarations:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership the land described in Article 3 hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto pursuant to Chapter 718, Florida Statutes, as it exists on the date hereof (the "Condominium Act"). The terms used in this Declaration have the meaning given them in the Condominium Act unless otherwise defined herein. Developer desires to create a residential community to be built in phases.

2. NAME AND ADDRESS.

The name of this condominium is THE GOLFVIEW AT SUMMERWIND, A CONDOMINIUM, herein called the "Condominium" or the "Offered Condominium". The street address is: 12030 Summergate Circle, Fort Myers, Florida.

3. THE LAND.

The land hereby submitted to Condominium (the "Land" or the "Condominium Property") is situated in Lee County, Florida, and is described as Phase 1 of Golfview in Exhibit "A" attached hereto as a part hereof. A survey of the Land and improvements thereon submitted hereby is incorporated in Exhibit "A" attached hereto and made a part hereof.

BOND, SCHOENECK & KING  
1167 THIRD STREET SOUTH  
NAPLES, FLORIDA 33940

#### 4. DESCRIPTION OF CONDOMINIUM PROPERTY.

The condominium initially will consist of one (1) building which will contain eight (8) units. The initial phase that is being dedicated to condominium ownership is Phase 1. The condominium may be expanded into eleven (11) phases, all of which will contain one building. Each building will contain eight (8) units. Each unit will contain two bedrooms and two bathrooms. The completed condominium may consist of eleven (11) buildings which will contain eight (8) units and the common elements surrounding the condominium buildings as shown on Exhibit "A".

The units are described as follows:

<u>Building</u>	<u>Unit #</u>	<u>Square Footage</u> <u>Under Air</u>	<u>Total Square</u> <u>Footage</u>	<u>Model</u>	<u>Baths</u>
1-11	101	1410	1526	C	2
1-11	102	1274	1382	A	2
1-11	103	1274	1382	A	2
1-11	104	1410	1526	C	2
1-11	201	1450	1568	D	2
1-11	202	1335	1447	B	2
1-11	203	1335	1447	B	2
1-11	204	1450	1568	D	2

The phases are described as follows:

<u>Building</u>	<u>Phase #</u>
1	Phase 1
2	Phase 2
3	Phase 3
4	Phase 4
5	Phase 5
6	Phase 6
7	Phase 7
8	Phase 8
9	Phase 9
10	Phase 10
11	Phase 11

Exhibit "A" hereto contains a survey of the land and improvements and Exhibit "B" describes the improvements.

##### 4.1 Other Improvements.

In addition to the building situated thereon, the Condominium Property also includes garages on some units, landscaping and underground structures and improvements which are not part of or located within the residential building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings. A graphic

description of the buildings in which the units are located is annexed hereto and made a part hereof as Exhibit "C".

5. DEFINITIONS.

5.1 Association.

Association means THE GOLFVIEW AT SUMMERWIND CONDOMINIUM ASSOCIATION, INC.

5.2 Association Member.

Association Member means the Association which shall be a member of the Master Association. No owner of any property or residential unit which is subject to the jurisdiction of an Association shall be deemed a member of the Master Association, except for the Developer or his successor or assigns.

5.3 Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including, without limitation: (1) easements through Units or 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 contribute 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; and (6) any other parts of the Condominium property designated as Common Elements in this Declaration.

5.4 Declaration or Declaration of Condominium.

Declaration or Declaration of Condominium shall mean this instrument as it may be amended from time to time.

5.5 Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise those portions of the Common Elements which are reserved herein for the exclusive use of a certain Unit or Units to the exclusion of other Units, consisting of balconies, patios, garages, assigned uncovered parking spaces and air conditioning compressors and air conditioning compressor slabs.

To each Unit the exclusive right to use one garage or one automobile parking space where applicable, balcony or patio area, if applicable, as shown on Exhibit "B" hereto.

For units which do not have garages, one parking space will be initially assigned to the exclusive use of a specific unit by the Developer. Each unit shall always have the exclusive use of one assigned parking space or one garage.

Any part of the Common Elements connected to or exclusively serving a single unit, and which is specifically required to be maintained, repaired, or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens, and doors, including all hardware and framings therefore.

#### 5.6 Master Association.

Master Association means SUMMERWIND MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of the common area of the Summerwind Community.

#### 5.7 Master Covenants.

Master Covenants means the Declaration of Covenants, Restrictions and Easements for the Summerwind Community.

#### 5.8 Owner Member.

If there is any uncommitted property which is not subject to the jurisdiction of an Association, the owner of such property shall be a member of the Master Association.

#### 5.9 Units.

The term "Units", as used herein, means the eight (8) units dedicated with this Declaration and any units added by amendment up to a total of eighty-eight (88) separate apartment dwellings in the Condominium which are located and shown in Exhibit "B" hereto, excluding, however: (1) all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit; and (2) all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical partition of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units other than for the particular unit containing the installation, Common Elements and/or Limited Common Elements.

6. PROPOSED PLAN FOR DEVELOPMENT OF SUMMERWIND. Under the Developer's present plan, there will be two (2) condominiums proposed to be built on the 13.7 acre parcel owned by the Developer, which if built could contain a maximum of 168 units. Each of these proposed condominium buildings would contain 8 units. Each of these buildings would be located within a Section. The surrounding land, roads, lake and recreational facilities ("Common Areas") will be owned by Summerwind Master Association, Inc., (the "Master Association"). The number of individual condominiums and the number of units which may use the Common Areas will depend upon the number of condominiums or Sections submitted to the jurisdiction of the Summerwind Master Association, Inc.

#### 6.1 The Golfview at Summerwind.

The Golfview at Summerwind constitutes a portion of a residential community to be known as the Summerwind Community which is being developed under the plan for development established and set forth in the Master Covenants. Certain areas will be set aside for the use of all owners and residents in the Summerwind Community. Owners of Residential Units located within the Summerwind Community shall be responsible for the expenses of the management, operation and maintenance of the Master Association, all common areas of Summerwind and areas which are intended for the use and enjoyment of the public, thus, Unit Owners are expressly obligated to pay a pro rata share in accordance with the budget to be prepared by and assessments to be made by the Master Association.

The Unit Owners recognize that all of the covenants set forth in the Summerwind Master Covenants, including, but not limited to, the affirmative covenants and obligations to pay Operating Expenses as therein set forth shall run with the land within the condominium. The Association shall collect the assessments for the Units it operates and pay same to the Master Association when such assessment is due in accordance with the terms of the Summerwind Master Covenants. Each Unit Owner, by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such deed or instrument, acknowledges that it shall be obligated and agrees to pay all assessments for Operating Expenses in accordance with the provisions of the Summerwind Master Covenants and consents and agrees to the lien rights thereunder against its unit.

#### 6.2 Role of Association and Master Association.

The Developer has formed the Association to operate the Condominium and each Unit Owner shall be a member of the Association. The Developer has also formed the Master Association to operate the common areas of Summerwind as provided for in the Master Covenants. The Association shall be the member of the Master Association. No owner of any property or Unit which is subject to the jurisdiction of an Association shall be deemed a member of the Master Association except for the Developer. Each

Unit Owner, as a member of an Association, shall be entitled to the benefit of and be subject to the provisions of the Summerwind Master Covenants as they may be amended from time to time. The Board of Administration of the Association shall designate a person (the "Representative") to act on behalf of the Association at all Members' meetings of the Master Association. The Representative shall be designated by a certificate signed by the President or Vice President of the Association and filed with the Secretary of the Master Association. The person designated by such certificate shall conclusively be deemed the person entitled to cast the votes for the Association Member at any Master Association meeting. Each Association Member shall be a member of the Master Association, acting through its Representative as described in the Articles of Incorporation and Bylaws for the Master Association. On or before the date each assessment for Common Expenses for the Master Association is due, the Association shall be required to and shall pay to the Master Association an amount equal to the assessment for Common Expenses per Unit, multiplied by the number of Units within the Condominium Property. The Association and Master Association shall act in accordance with the overall plan for the development of the Summerwind Community.

#### 7. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title, to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

7.1 An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth as a percentage in the schedule which is annexed hereto as Exhibit "E" and made a part hereof by reference; and

7.2 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "C" hereto) 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 from time to time; and

7.3 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 easements for:

(1) 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 therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium and will also be granted by the Master Association; and

(3) Recreational purposes, in and to all amenities, including the swimming pool, spa, pool building and related fixtures and equipment and will also be granted by the Master Association; and

7.4 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; and

7.5 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, 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 as Exhibits "A" and "C") 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; and

7.6 The right to membership in the "Association" and the "Master Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein. The right of the association to charge all owners reasonable fees for the upkeep, maintenance and repair of the Common Elements, and equipment or structures situated upon the Common Elements.

#### 8. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses and assessments which are properly incurred by the Association for the condominium. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus in the same proportion or percentage as they own the Common Elements, which is

set forth in the schedule annexed hereto as Exhibit "E" and made a part hereof by reference. The estimated operating budget appears as Exhibit "H" to this Declaration.

9. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or by duly constituted limited proxy upon matters by which proxy vote is allowed at meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

10. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be THE GOLFVIEW AT SUMMERWIND, INC., a Florida corporation not for profit (the "Association"). A copy of the Articles of Incorporation for the Association is annexed hereto and made a part hereof as Exhibit "F". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations.

11. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "G".

12. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

12.1 By the Association.

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



amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration of the Association or by not less than ten (10%) percent of the voting interests of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, and, for the purposes of clauses 12.1(1), 12.1(2) and 12.1(3) below, a Director or member who does so shall be considered to be "represented" at the meeting in question and to have cast an "affirmative vote" in favor of the amendment in question. Except as elsewhere provided, approval of an amendment must be by the affirmative vote of either:

(1) Unit Owners holding in excess of 50% of the voting interests of the Association represented at any meeting at which a quorum has been attained and not less than two-thirds (2/3) of the Board of Administration of the Association; or

(2) After control is turned over to Unit Owners other than Developer, Unit Owners holding not less than 80% of the voting interests of the Association represented at any meeting at which a quorum has been attained; or

(3) Not less than 50% of the entire membership of the Board of Administration in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers or the Primary Institutional First Mortgage.

#### 12.2 By the Developer.

The Developer prior to incorporation of the Association and later the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, resolve an ambiguity, or reserve easements to the Developer or others. (Except that this procedure for amendment cannot be used if such an amendment would, in the Developer's reasonable opinion, materially adversely affect substantial property rights of Unit Owners, unless the Unit Owners so affected consent in writing to the amendment.) The Developer specifically reserves the right to convey utility easements to parties providing utilities for the development, including but not limited to cable television easement, telephone easement and electric easement. The Developer further reserves the right to convey easements to the unit owners or the owners of any parcel of land in the Summerwind Community for ingress or egress over the common elements. The execution and recording of any amendment by the Developer pursuant to this Subsection 12.2 shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such

execution, and any such amendment shall be effective as provided below, unless subsequently revoked.

### 12.3 Proviso.

No amendment, without the consent of the record owner of the unit and all record owners of liens on it join in the execution of an amendment and unless all the record owners of all other units approve the amendment, shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless required by any governmental entity or a majority of the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or

(3) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(4) Impair the security position and/or rights of any institutional lender without written approval of the lender.

### 12.4 Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Lee County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Lee County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President, or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

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## 12.5 Amendment to Correct Omission or Error in Condominium Documents.

Notwithstanding any provision to the contrary set forth in this Article 12 or elsewhere, in and of this Declaration, or Articles or By-Laws of the Association, the affirmative vote of the owners of not less than fifty-one (51%) per cent of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error, or omission in or to this Declaration not materially or adversely affecting the rights of owners, lienors or mortgagees. Provided, however, nothing herein is intended to limit any statutory method of correcting an error or omission. Furthermore, the Developer reserves the right at any time to amend this Declaration and any exhibits to it for the purpose of correcting any defect, error or omission herein or therein which prevents this Declaration from creating a valid condominium under Florida law without the consent of the unit owners.

## 13. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

### 13.1 Units.

Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same (including air conditioning compressors but not including, however, Limited Common Elements except where expressly so indicated in Section 13.3), shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises, and if Unit owner(s) fails to promptly perform these, the Association shall have the right to perform these obligations and charge the Unit Owner therefor. Notwithstanding the obligation of Unit owners for maintenance, repair or replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of, or damage to Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

### 13.2 Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements. The Association shall, at the expense of the owners of all Units in

the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

### 13.3 Limited Common Elements (LCE).

Maintenance and repair of LCE's shall be the responsibility of and the cost thereof shall be paid by the Association except for the following areas which will be maintained by the Unit Owner having the right to use same:

(1) Each Unit Owner shall, at his sole cost and expense, maintain the surface of the floor, ceiling and walls of any balcony, terrace, or patio that is appurtenant to his Unit as a Limited Common Element, the surface of the exterior face of any parapet that partially surrounds that balcony or terrace, and any wiring, electrical outlets, fixtures and light bulbs located on or in that balcony or terrace and any screens, shutters or other form of enclosure enclosing such balcony or terrace, air conditioning compressors and slabs.

### 14. INSURANCE.

14.1 Insurance shall be carried and kept in force at all times in accordance with the following provisions:

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 authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit Owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

### 14.2 Required Coverage.

The Association shall purchase and carry insurance coverage as follows (however, such coverage shall only insure such improvements as may be insured by it by law and shall further only insure the condominium according to the original plans and specifications, and coverage for any alterations, improvements or modifications to Units made by Unit owner(s) shall be the responsibility of Unit owner(s):

(1) Casualty Insurance.

Casualty insurance covering the buildings and other improvements of the Condominium. The word "building" does not include the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets. Such insurance shall be obtained in an amount equal to the maximum insurance replacement value of such improvements exclusive of excavation and foundation costs, as determined annually by the Board of Administration of the Association; such insurance to afford protection against:

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

(b) Such other risks of a similar or dissimilar nature as are required by law or as are customarily covered with respect to a building and other improvements similar, in construction, location and use, to the building or other improvements of the Condominium, including, without limitation vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

(c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Administration of the Association to protect the Association and the owners of all Units, including, non-owned automobile, 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; and

(d) Workmen's compensation insurance to meet the requirements of law; and

(e) 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.

The Association shall not maintain insurance with respect to casualty to contents of limited common elements.

14.3 Optional Coverage.

The Association may purchase and carry such other insurance coverage as the Board of Administration 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.

#### 14.4 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 Unit owners as Common Expenses.

#### 14.5 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 Association as Trustee for the benefit of whomever is entitled to the proceeds or an independent "Insurance Trustee", if one has been appointed. The proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their 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.

#### 14.6 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.

#### 14.7 Insurance Trustee.

The Association shall be the Insurance Trustee unless an institutional lender holding a mortgage on a Unit or the owners of one-third (1/3) of the Units make written demand to the Association requesting the appointment of an independent trustee. In such event any proceeds will be paid to or any undisbursed proceeds in the control of the Association will be paid over to the independent insurance Trustee. All persons for whose benefit such insurance is held shall be bound by the Association's selection of the Insurance Trustee.

The Independent Insurance Trustee shall be selected by the Board of Administration. It shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any

policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall have no right to determine or participate in the determination of repair or replacement of any loss or damage, and shall have no right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the Mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the Mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

#### 14.8 Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Association, or to an independently appointed Insurance Trustee, by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

##### (1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of

such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units.

The proceeds paid to the Association or independent Insurance Trustee for loss of or damage to a building, containing Common Elements and one or more Units shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Unit and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from all owners as a Common Expense so long as the damage to the Units is of a nature as to which the Association is required to carry insurance. If it is not then the affected Unit Owner shall pay the cost. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense.



#### 14.9 Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Administration may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Association or the independent Insurance Trustee, as the case may be, not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

#### 15. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which may be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

##### 15.1 Residential Building.

If the residential building is damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

##### (1) Major Destruction of Buildings.

If the building is damaged or destroyed so that Units in the Condominium to which more than 50% of the Common Elements are appurtenant are not habitable, neither the building nor any of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which two-thirds (2/3) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

##### (2) Other Damage to and/or Destruction of Building.

If the building is damaged but units in the Condominium to which at least 50% of the Common Elements are appurtenant are habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the building and/or Units(s) shall be restored to substantially the same

condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

#### 15.2 Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

#### 15.3 Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damage or destroyed Condominium Property shall be repaired or reconstructed.

#### 15.4 Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Administration of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

#### 15.5 Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

#### 15.6 Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

##### (1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than Twenty Thousand (\$20,000) Dollars, then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee, if one is appointed as

aforesaid. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty Thousand (\$20,000) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty Thousand (\$20,000) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and on approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere

herein stated; except, however, that the amount of any surplus which is less than the portion of the construction fund in excess of available insurance proceeds shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

16. OCCUPANCY AND USE RESTRICTIONS.

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted in accordance with the following provisions:

16.1 Each unit shall be occupied as a residence and for no other purpose. No more than two persons per bedroom, plus two additional persons may occupy a unit at any time.

16.2 No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot, the Common Elements or Limited Common Elements without the written consent of the Association.

16.3 No aerial antenna, or satellite dish shall be placed or erected upon any lot, parcel or unit, or affixed in any manner to the exterior of any building in the Condominium Property either by the Developer or the Condominium Association.

16.4 No boats, trucks, (pick-up trucks with two axles are not allowed for more than 4 hours unless the truck is necessary in the actual construction or repair of a structure), recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board, shall be placed, parked or stored upon any lot or in the Common Elements or Limited Common Elements, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view, unless a designated area for these vehicles is approved by the Board. The Association shall have the right to have improperly parked vehicles towed at the Owner's expense.

16.5 No portion of any unit or the Common Elements or Limited Common Elements shall be used as a drying or hanging area for laundry of any kind.

16.6 No fishing, swimming or boats are allowed in the lake.

16.7 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 rubbish, refuse or garbage shall be placed in plastic bags and put in dumpsters and not 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.

16.8 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 the same as is elsewhere herein specified.

16.9 Entire Units, but not less than entire Units, may be leased; provided, that the term of any lease shall not be for less than one (1) month and further provided, that occupancy is only by the lessee and his family, servants and guests. No unit may be leased more than three (3) times per year. Any lease, except to another Unit Owner shall require approval by the Association.

16.10 No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit, the Common Elements or Limited Common Elements. However, two dogs or cats may be kept on the premises; provided they are kept on a leash while outside its owner's unit. In the event that any pet kept on the premises,

including a dog, should constitute a nuisance in the opinion of a majority of the Board of Administration, then the owner, when so notified in writing, shall be required to immediately remove the pet from the premises.

16.11 Those parking spaces designated as guest parking spaces and/or handicap parking spaces are restricted in use to Unit Owners and their guests; provided, however, Unit Owners shall be entitled to the use of such parking spaces only after first utilizing the parking space assigned to their Unit as a Limited Common Element, if any.

16.12 Any Balcony and porch within a Unit may be used only for recreational purposes and may not be improved except as permitted hereby. Balconies and porches may not be used for hanging laundry, painted or the color or appearance otherwise altered by the owner except as approved by the Association.

16.13 Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than one-half (1/2) of the members of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

16.14 There shall be no restrictions imposed regarding the occupancy of Units by minors; provided, however, that children shall be closely supervised at all times by an adult to insure that they do not become a nuisance to other residents of the Condominium.

16.15 No sign of any kind shall be displayed to public view from any unit, Common Element or Limited Common Elements, except a sign identifying the properties, units, street or traffic control signs, or except as placed by the Declarant, unless approved by the Association.

16.16 Hard surface floor materials, other than those originally installed by the Developer, such as vinyl or ceramic tiles may not be applied to the floor surfaces on the second floor or above of any portion of the unit unless there is an approved form of some sound deadening or sound insulation material placed between such flooring and the unfinished floor surface of the unit. Said hard surface floor materials must be approved in writing by the Association prior to their installation.

16.17 Until Developer has completed and conveyed all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common elements as may

facilitate such completion and sale, including, but not limited to, maintenance of a sales office, sales models, the showing of the Condominium Property and the display of signs.

16.18 The Condominium Property is also subject to all the terms, conditions, obligations and restrictions described in the Declaration and General Protective Covenants for Gateway Greens Community recorded at O.R. Book 1977, Pages 1367 - 1416, et seq., of the Public Records of Lee County, Florida, as amended and supplemented, which collectively shall hereinafter be referred to as "Gateway Greens Restrictions."

The Condominium Property is further subject to the terms, conditions, obligations and restrictions described in the Declaration of Restrictions and Protective Covenants for Tract "M", Phase 9, Area One, Lee County, Florida, dated December 28, 1990, and recorded on January 18, 1991, at O.R. Book 2198, Page 2059, of the Public Records of Lee County, Florida, which hereinafter shall be referred to as the "Neighborhood Restrictions."

#### 17. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and to protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer (with the exception of the lease provisions) shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

##### 17.1 Transfers Subject to Approval.

###### (1) Sale

No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another owner of a Unit in the Condominium.

###### (2) Lease.

No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, or as allowed by Article 16.9 of this Declaration. The Developer is expressly not excused from the lease provisions of the Declaration.

###### (3) Gift, Devise, Inheritance or Other Transfers.

If any Unit Owner shall acquire his title by gift, devise, inheritance or in any other manner, the continuance of his ownership shall be subject to the approval of the Association.

(4) The Association may charge a fee up to the maximum amount allowed by Florida Statute for expenses in con-

nection with the approval of any transfer, lease, sale, or sublease of units.

#### 17.2 Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

##### (1) Notice to Association.

###### (a) Sale.

A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser 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.

###### (b) Lease.

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. Leases may only be to natural persons.

An owner intending to lease or renew a lease of his unit shall give to the Board of Administration or its designee written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with the prospective lessee as a condition of approval.

After the required notice and fees, and all information or appearance requested have been provided, the Board or its designee shall approve or disapprove the proposed lease within fifteen (15) days. If the Board neither approves nor disapproves within the fifteen (15) day period such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

If a proposed lease shall be disapproved, the lease may not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

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(i) The notice is not accompanied by the required application, fee or any security deposit required to be paid to the Association;

(ii) The Unit Owner is delinquent in the payment of assessments at the time the application is considered;

(iii) The Unit Owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit;

(iv) The real estate company handling the leasing transaction on behalf of the Unit Owner has a history of not adequately screening applicants or recommending undesirable tenants;

(v) The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

(vi) The prospective lessee has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(vii) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(viii) The prospective lessee evidences a strong probability of financial irresponsibility;

(ix) In the case of a renewal, the lessee has during previous occupancy evidenced an attitude of disregard for the provisions in the condominium documents and house rules; or

(x) The prospective lessee gives false or incomplete information to the Association as part of the application procedure, or does not appear for an interview if required.

(c) Gift, Devise or Inheritance; Other Transfers.

A Unit Owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit

Owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

(d) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a 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. 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 without securing consent to such eviction from the Unit Owner.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Lee County, Florida. The Association may charge a fee up to the maximum amount allowed by Florida Statute for expenses in connection with any sale.

(b) Lease.

If the proposed transaction is a lease, then, within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in non-recordable form and shall be delivered to the lessee. The Association may charge a fee up to the maximum amount allowed by Florida Statute for expenses in connection with any lease.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or 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 the Unit. If approved, the approval shall be upon such terms and conditions

(pertaining to the Primary Occupant of the Unit and the voting Association membership appurtenant to the Unit) as the Association may reasonably require and the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Lee County, Florida.

(3) Approval of Multiple Individuals, Corporations, Business Entities or Fiduciary Owners as Purchasers.

Since the Condominium units may be used only for residential purposes and since neither multiple individuals belonging to more than one single family, nor corporations or business entities can occupy a Unit for such use, if the Unit Owner or purchaser of a Unit consists of such multiple owners, or is a corporation or business entity, then the approval of ownership by such individuals, a corporation or business entity shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a unit shall also be conditioned upon approval of the Primary Occupant by the Association. Any change in the Primary Occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this Article 17. This corporate approval shall not apply to units owned by the Developer.

17.3 Disapproval by Association.

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within twenty (20) 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 by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

(a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

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

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.

(d) If the Association fails 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 his agreement to purchase, the proposed transaction

shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gift, Devise or Inheritance; Other Transfers.

If the Unit Owner giving notice has acquired his title by gift, devise or 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 certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit Owner must sell the Unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from 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 appointed by the American Arbitration Association who shall base their determination upon the 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.

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

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

(d) If the Association fails 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.

17.4 Mortgage.

No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "In-

stitutional Lender", which term shall mean and include Developer, a commercial or savings bank, savings and loan associations, mortgage company, life insurance company, licensed mortgage company, pension fund, or business trust, Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), or other generally recognized mortgage lenders investors, or except to the former owner thereof in connection with a purchase and sale. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Any mortgage holder, insurer or guarantor upon written request to the Association, may obtain a copy of a financial statement of the immediately preceding fiscal year; the declaration, bylaws, rules and regulations of the Association; written notice of condemnation of casualty loss affecting their unit; written notice, of 60 day delinquency in payment of assessments of charges owed by the owner of any unit on which it holds a mortgage; written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners association; written notice of any proposed action that requires the consent of a specified percentage of mortgage holders.

#### 17.5 Exceptions.

The foregoing provisions of this Article shall not apply to a purchase or transfer by an institutional Lender or other approved mortgagee which 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 or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised court ordered public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale. Further, the provisions of this Article shall not apply to the acquisition of title to a Unit through devise or inheritance by any person who is a child or surviving spouse of the immediately preceding owner of the Unit.

#### 17.6 Unauthorized Transactions.

Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable if not approved by the Association.

#### 17.7 Notice of Lien or Suit.

##### (1) Notice of Lien.

A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes

and special assessments within five (5) days after the attaching of the lien.

(2) Notice of Suit.

A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article 17.7 will not affect the validity of any judicial sale.

17.8 The transfer of units by any owner shall be subject to the following provisions as long as the condominium exists upon the land, which provisions each Unit Owner covenants to observe:

(1) Gateway Services District.

The Condominium Property is within the Gateway Services District, a special taxing district created pursuant to Florida law. Unit Owners are obligated to pay benefit taxes levied by the Gateway Services District to provide services to the Unit Owners and other owners of property within the boundaries of the Gateway Services District.

(2) Gateway Greens Master Covenants

Gateway is the overall community association for Gateway and provides certain services and benefits to its members and the Gateway development. Members of Gateway, including unit owners in The Golfview at Summerwind, are obligated to pay assessments to Gateway under the terms and conditions outlined in the Declaration of Protective Covenants for Gateway Greens recorded in O.R. Book 1977, at Page 1367.

18. 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 By-Laws 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 of other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

18.1 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.

#### 18.2 Cost and Attorneys' 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 By-Laws 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's fees as may be awarded by the court.

#### 18.3 No Waiver of Rights.

The failure of the Association of any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

### 19. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

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 regular and special assessments against the owners of all Units and said 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.

#### 19.1 Determination of Assessments.

Assessments by the Association against each owner of a Unit and his Unit shall be in proportion to the fractional share of each Unit in the Common Elements. 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 therefor 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.

#### 19.2 Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in either quarterly or monthly installments as shall from time to time be fixed by the Board.

### 19.3 Annual Budget.

The Board shall, in accordance with the By-Laws of the Association, and the Condominium Act, establish an Annual Budget in advance for each calendar year, including estimates for all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, unless deemed unnecessary by the Board, a reasonable allowance for contingencies and general operating reserves. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such Budget. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessments as it shall deem to be necessary.

### 19.4 Reserve Fund.

The Board, in establishing each annual budget shall, unless otherwise waived by the owners of units in accordance with the provisions of applicable law, include therein a sum to be collected and maintained as reserve funds for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units.

### 19.5 General Operating Reserve.

The Board, when establishing each annual budget, when deemed necessary or desirable, or if required by law, shall include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units as a result of emergency or for other reasons placing financial stress upon the Association.

### 19.6 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 the 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 By-Laws. As the monies for annual assessments are paid to the Association by any Unit Owner, the same may be commingled with monies paid to the Association by the other owners of Units. Although 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 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.

#### 19.7 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 the due date thereof. When in default, the delinquent assessments or installments thereof and any acceleration of assessments as permitted by law shall bear interest at the rate of eighteen per cent (18%) per annum, but in no event more than the maximum permitted rate of interest if subsequently reduced, until the same, and all interest due thereon, has been paid in full.

#### 19.8 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, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

#### 19.9 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.

#### 19.10 Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the owner(s) thereof, (2) interest, if any, which may become due on delinquent assessments owing to the 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 shall be established and may be foreclosed in the Circuit Court in and for Lee County, Florida. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit at the court's discretion from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid may be a reasonable rental for the unit, at the court's discretion. Assessments not paid when due bear interest from the due date until paid at the rate of eighteen per cent (18%) per

annum, but not to exceed the maximum lawful rate if reduced, on all such advances made for such purpose.

#### 19.11 Recording and Priority of Lien.

Except as set forth below, the lien of the Association shall relate back to the date of recording of this declaration. As to first mortgages of record, 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 thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid or as provided by law. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, all as above provided. 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 for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be in the same priority as the lien of the tax or assessment so paid so that the Association is subrogated thereto. The Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

#### 19.12 Effect of Foreclosure or Judicial Sale.

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns is liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner in accordance with Chapter 718, Florida Statutes. In the event of the acquisition of title to a Unit by foreclosure or judicial sale, any assessment or assessments 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.

### 19.13 Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage 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 lessee, purchaser or mortgagee, 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 of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage 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 therefor.

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.

### 20. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The

holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

21. 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, Common Elements, or Limited Common Elements, except in compliance with the following:

21.1 Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution adopted by the 2/3 vote of all members thereof, 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, reroute, 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, equipment or appliance 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 storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, (5) enclose any balcony adjoining a Unit or forming a part of a Unit, or (6) otherwise change, modify or alter the exterior of any Unit, including but not limited to porches and balconies, or building so that it thereby differs in appearance from any other Units.

There shall be no material alterations or substantial improvements or additions to the Common Elements except that, subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which improvements, together with the costs thereof, have been approved by the owners of Units to which two-thirds (2/3) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as

Common Expenses. Acquisition of additional land shall be made and approved only in accord with the provisions of the Condominium Act.

21.2 Notwithstanding any provision hereinabove set forth to the contrary, the Board of Administration of the Association shall adopt a basic approved plan for screening and/or glassing of balconies and for enclosing balconies in Units of the Condominium. Owners of Units in the Condominium may screen or enclose the balconies of their Units in accordance with said approved basic plan therefore without specific consent from the Board of Administration of the Association, provided that such screening or enclosure conforms in all respects to the approved basic plan therefor.

21.3 Notwithstanding any provision set forth hereinabove to the contrary, the Board of Administration of the Association shall 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 Administration shall be used in or upon the property subject to regulation by the Board of Administration of the Condominium.

## 22. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

### 22.1 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.

### 22.2 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 record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five (75%) per cent of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days after the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) 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 or 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.

(2) 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.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

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

22.3 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.

22.4 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.

#### 22.5 Amendment.

This Article 22 shall not be amended without consent of 4/5th of all Unit owners and of 4/5th of all owners of mortgages required to approve termination by agreement.

#### 23. RIGHTS OF DEVELOPER TO SELL OR LEASE OR USE UNITS.

So long as Developer, or any mortgagees succeeding Developer in title, shall own any Unit, it shall have the absolute right to use any such unit as a model and/or office, to lease according to the leasing requirements as set forth in the declaration or sell 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 and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

For as long as it holds any unit for sale in the ordinary course of business, the Developer and its designees shall have right to use, without charge, any units owned by it, and the Common Elements and Association property (including, but not limited to, all recreational facilities), in order to establish, modify, maintain and utilize, as it and they deem appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments or the Common Elements to prospective purchasers or tenants, erect on the condominium property signs and other promotional material to advertise units for sale or lease, and take all other action helpful for sales, leases, and promotion of the condominium.

#### 24. MISCELLANEOUS.

##### 24.1 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, By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

##### 24.2 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.

#### 24.3 Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. Unless prohibited thereby, if any provisions of the Condominium Act conflict with the provisions of this Declaration the former shall control.

#### 24.4 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 constitute equitable servitudes upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration 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.

24.5 The items listed below shall be metered to and paid for by a Unit Owner for his Unit and shall not be a Common Expense:

- (1) Electrical service for the Unit.
- (2) Telephone service for the Unit.
- (3) Any gas, oxygen, or any other service for the Unit.

24.6 The items listed below shall be metered to and paid for by the Association and shall be a Common Expense:

- (1) All water and sewer charges for the Common Elements, and for each unit.
- (2) All electrical service to the Common Elements.
- (3) Trash collection.
- (4) Cable Television. The Developer and/or the Association shall enter into a bulk service agreement with Gateway/Jones Communications, Ltd., for purposes of providing mandatory cable television to all Unit Owners in Golfview. One of Westinghouse Gateway Communities, Inc.'s affiliated companies has an ownership interest in Gateway/Jones Communication, Ltd., or one of its affiliates, may, in the future, become the sole supplier of cable services to Summerwind.



Cable television services are deemed to be of a benefit to all Unit Owners. There is hereby imposed upon all Unit Owners the affirmative covenant and obligation to pay the Association an equal share of the basic subscriber service charged (as such charge may be modified from time-to-time) for cable television service supplied by an operating entity in the business of supplying cable services ("Operator") pursuant to a contract between the Association and the Operator. This obligation is imposed whether or not a Unit Owner utilizes such cable television services. All fees imposed by Operator for cable television services other than the basic subscriber service charge, including, without limitation, installation charges, additional outlet charges, remote control rental charges, converter rental charges, and premium television channel charges, shall be contracted for directly between Gateway/Jones Communications, Ltd., and each Unit Owner. Said additional charges shall not be a part of the assessment imposed under this paragraph.

The obligation to pay the assessment for cable television service shall be effective against all units commencing on the date of issuance of a Certificate of Occupancy or like permit for the unit from the applicable governmental authority.

The assessment established by this paragraph with interest thereon at the highest rate allowed by law, and costs of collection, including, but not limited to, reasonable attorneys' fees, are hereby declared to be a charge and continuing lien upon each unit against which such assessment is made. The obligation and liability for collection of said assessment shall be in the same manner as for other assessments as set forth herein.

In the event that the cable agreement is properly terminated for any reason, the Association, through its Board of Directors, is expressly authorized to enter into commercially reasonable agreements for cable service to be provided by any cable service provider. The Association may, but is not obligated to, contract for a single Operator to have the exclusive right to provide cable television service for Golfview. The Association shall have the power to make any reasonable arrangement in such agreement for payment for bulk cable service including, without limitation, a requirement that each unit be assessed for cable service in the same manner as described herein.

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

Signed, Sealed and Delivered  
in the presence of:

COMMUNITY DEVELOPMENT - WESTBURY  
GATEWAY JOINT VENTURE, a  
Florida joint venture by  
its managing partner, COMMUNITY  
DEVELOPMENT CORPORATION OF  
GATEWAY, INC.

Donna J. Bartuccio  
Witness #1

DONNA J. BARTUCCIO  
Printed Name of Witness #1

Trudy A. Smith  
Witness #2

TRUDY A. SMITH  
Printed Name of Witness #2

[Corporate Seal]  
By: Stuart O. Kaye  
Stuart O. Kaye, President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Stuart O. Kaye as president of COMMUNITY DEVELOPMENT CORPORATION OF GATEWAY, INC., and he acknowledged before me that he executed the foregoing instrument on behalf of said COMMUNITY DEVELOPMENT OF GATEWAY, INC., managing partner of COMMUNITY DEVELOPMENT - WESTBURY GATEWAY JOINT VENTURE, with full authority to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of August, 1994.

My Commission Expires:

Trudy A. Smith  
Notary Public  
OFFICIAL NOTARY SEAL  
TRUDY A. SMITH  
COMMISSION NUMBER  
MY COMMISSION EXP.  
AUG. 10, 1998  
Printed Name of Notary Public

**JOINDER OF MORTGAGEE OF  
DECLARATION OF CONDOMINIUM**

WESTBURY PROPERTIES, INC., the owner and holder of a mortgage encumbering the land described in Exhibit "A", attached to the Declaration of Condominium of THE GOLFPVIEW AT SUMMERWIND according to Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit "A" attached to the Declaration of Condominium shall be upon all of the condominium parcels of The Golfview at Summerwind, a condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by WESTBURY PROPERTIES, INC., or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104 (4)(m).

EXECUTED this 22<sup>nd</sup> day of August, 1994.

WITNESSES:

WESTBURY PROPERTIES, INC.,  
Mortgagee

Dennis P. Cronin  
Witness #1

By: David N. Sexton  
DAVID N. SEXTON

DENNIS P. CRONIN

Printed Name of Witness #1

Trudy A. Smith  
Witness #2

TRUDY A. SMITH

Printed Name of Witness #2

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF COLLIER

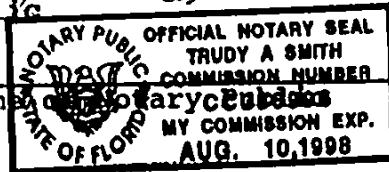
)  
) ss.  
)

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 22<sup>nd</sup> day of August, 1997, by DAVID N. SEXTON, Vice President of WESTBURY PROPERTIES, INC., on behalf of said corporation.

Trudy A. Smith  
Notary Public

Printed Name

My Commission Expires:



OR2530 P60151

# GOLFVIEW at Summerwind, A CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



NOTE: SET IRON ROD AT EACH CHANGE OF DIRECTION AND/OR CORNER OF EACH PHASE BOUNDARY.

TYPICAL PHASE BOUNDARY

P.O.B.

(PROPOSED BUILDING ENVELOPE)

TRACT M, GATEWAY,  
PHASE 9, PLATBOOK 47,  
PAGES 10 THRU 19,  
LEE COUNTY, FLORIDA,  
SECTION 18, TOWNSHIP 45 SOUTH,  
RANGE 23 EAST.

## LEGEND

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
F.I.R. FOUND 5/8" IRON ROD  
S.I.R. SET 5/8" IRON ROD L.S. #4760  
F.C.M. FOUND 4" x 4" CONCRETE MONUMENT #1772  
C.E. COMMON ELEMENT  
L.C.E. LIMITED COMMON ELEMENT  
U.E. UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT

## LEGAL DESCRIPTION

SEE ATTACHED SHEETS 2 OF 12 THRU 12 OF 12  
FOR LEGAL DESCRIPTION

## NOTES

1. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
2. BEARINGS SHOWN HEREON REFER TO GATEWAY, PHASE 9, ACCORDING TO THE PLAT THEREOF RECORDED IN PLATBOOK 47 AT PAGES 10 THRU 19, LEE COUNTY, FLORIDA.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND RAISED SEAL.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

## CERTIFICATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in my files and is a true and correct copy of the original survey as the same appears in my files and is a true and correct copy of the original survey as the same appears in my files.

Brett A. Bishop

Brett A. Bishop

Brett A. Bishop

Brett A. Bishop

Brett A. Bishop

Brett A. Bishop

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Brett A. Bishop

Brett A. Bishop

CONDOMINIUM SURVEY  
SHEET 1 OF 12

P.O.C. THIS EXHIBIT MAY HAVE BEEN REDUCED  
THIS INSTRUMENT PREPARED BY: BRETT A. BISHOP  
(REVISED ACCORDING TO THE COMMENTS FROM THE DEPARTMENT  
OF BUSINESS AND PROFESSIONAL REGULATIONS 12/6/93).

BRETT A. BISHOP

PROFESSIONAL LAND SURVEYOR  
9220 BONTA BEACH ROAD  
BONTA SPRINGS, FLORIDA 33223 (813) 947-6880

CONDOMINIUM EXHIBIT

GOLFVIEW at Summerwind

A CONDOMINIUM

DATE:  
OCTOBER 7, 1993  
DRAWN BY:  
BAS  
PROJECT #:  
91-110

Exhibit "A" to the Declaration

0R2530 PG0153

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase I  
Building I


A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10-19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 101.04 feet;  
thence run N 44°-17'-58W for a distance of 22.02 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 44°17-58 W for a distance of 70.50 feet;  
thence run N 45°-42'-02E for a distance of 73.50 feet;  
thence run N 44°-17'-58W for a distance of 17.00 feet;  
thence run N 45°-42'-02E for a distance of 64.50 feet;  
thence run S 44°-17'-58E for a distance of 87.50 feet;  
thence run S 45°-42'-02W for a distance of 138.00 feet to the  
Point of Beginning containing 0.249 acres, more or less

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-25-93

DR2530 PG0154

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

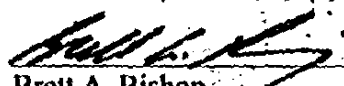
GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 2  
Building 2

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;  
thence run N 45°-42'-19E for a distance of 249.87 feet;  
thence run N 46°-00'-00W for a distance of 21.82 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 46°-00'-00 W for a distance of 87.50 feet;  
thence run N 44°-00'-00E for a distance of 138.00 feet;  
thence run S 46°-00'-00E for a distance of 87.50 feet;  
thence run S 44°-00'-00W for a distance of 138.00 feet to the  
Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-23-99

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 3  
Building 3


0R2530 P60155

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;  
thence run N 45°-42'-19E for a distance of 306.93 feet;  
thence run N 49°-00'-00E for a distance of 82.90 feet;  
thence run to the N 36°-08'-21W for a distance of 33.16 feet to the Point of Beginning of the Parcel of land herein described;  
thence continue N 36°-08'-21W for a distance of 87.50 feet;  
thence run N 53°-51'-39E for a distance of 138.00 feet;  
thence run S 36°-08'-21E for a distance of 87.50 feet;  
thence run S 53°-51'-39W for a distance of 138.00 feet to the Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-23-93

Exhibit  
Sheet 4 of 12



BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 4  
Building 4


A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 246.10 feet;  
thence run N 45°-12-28W for a distance of 21.45 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 45°-12-28W for a distance of 87.50 feet;  
thence run N 44°-47-32E for a distance of 138.00 feet;  
thence run S 45°-12-28E for a distance of 87.50 feet;  
thence run S 44°-47-32W for a distance of 138.00 feet to the  
Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 11-23-93

0R2530 Pg0157

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 5  
Building 5

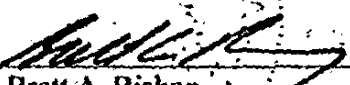
A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 376.13 feet;  
thence run N 19°-59-59W for a distance of 36.24 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 19°-59-59W for a distance of 87.50 feet;  
thence run N 70°-00-00E for a distance of 138.00 feet;  
thence run S 19°-59-59E for a distance of 87.50 feet;  
thence run S 70°-00-00W for a distance of 138.00 feet to the  
Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 11-23-13

Exhibit  
Sheet 6 of 12

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 6  
Building 6


A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 415.66 feet;  
thence run N 70°-00-00E for a distance of 108.81 feet;  
thence run N 20°-00-00W for a distance of 22.02 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 20°-00-00W for a distance of 87.50 feet;  
thence run N 70°-00-00E for a distance of 138.00 feet;  
thence run S 20°-00-00E for a distance of 87.50 feet;  
thence run S 70°-00-00W for a distance of 138.00 feet to the  
Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-23-93

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 7  
Building 7

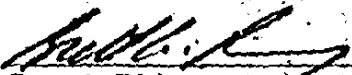
A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 415.66 feet;  
thence run N 70°-00-00E for a distance of 254.97 feet;  
thence run N 20°-15-15W for a distance of 22.02 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue N 20°-15-15W for a distance of 87.50 feet;  
thence run N 69°-44-45E for a distance of 97.50 feet;  
thence run S 20°-15-15E for a distance of 17.00 feet;  
thence run N 69°-44-45E for a distance of 40.50 feet;  
thence run S 20°-15-15E for a distance of 70.50 feet;  
thence run S 69°-44-45W for a distance of 138.00 feet to the  
Point of Beginning, containing 0.261 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-21-93

Exhibit  
Sheet 8 of 12

0R2530 P60159

**BRETT A. BISHOP**  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL. 33923  
Tel. 813-947-6880

**GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 8  
Building 8**

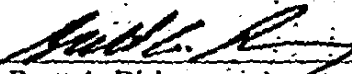
A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 415.66 feet;  
thence run N 70°-00-00E for a distance of 374.70 feet;  
thence run N 67°-00-00E for a distance of 173.39 feet;  
thence run N 09°-00-00E for a distance of 68.89 feet;  
thence run N 62°-27-08W for a distance of 13.00 feet;  
thence run S 27°-32-52W for a distance of 22.04 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue S 27°-32-52W for a distance of 65.00 feet;  
thence run N 62°-27-08W for a distance of 138.00 feet;  
thence run N 27°-32-52E for a distance of 65.00 feet;  
thence run S 62°-27-08E for a distance of 138.00 feet to the  
Point of Beginning, containing 0.206 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-23-93

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880


GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 9  
Building 9

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 306.93 feet;  
thence run N 49°-00'-00E for a distance of 415.66 feet;  
thence run N 70°-00'-00E for a distance of 374.70 feet;  
thence run N 67°-00'-00 E for a distance of 173.39 feet;  
thence run N 09°-00'-00E for a distance of 68.89 feet;  
thence run N 62°-27'-08W for a distance of 158.69 feet;  
thence run S 27°-32'-52W for a distance of 22.03 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue S 27°-32'-52W for a distance of 70.50 feet;  
thence run N 62°-27'-08W for a distance of 73.50 feet;  
thence run S 27°-32'-52W for a distance of 17.00 feet;  
thence run N 62°-27'-08W for a distance of 64.50 feet;  
thence run N 27°-32'-52E for a distance of 87.50 feet;  
thence run S 62°-27'-08E for a distance of 138.00 feet to the  
Point of Beginning, containing 0.249 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.  
This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop

Professional Land Surveyor State of Florida #4760

Exhibit  
Sheet 10 of 12

Date: 12-25-93

0R2530 P60161

BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

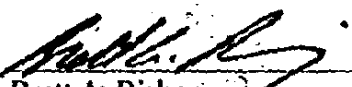
GOLFVIEW AT SUMMERWIND  
A Condominium  
Phase 10  
Building 10

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;  
thence run N 49°-00-00E for a distance of 415.66 feet;  
thence run N 70°-00-00E for a distance of 374.70 feet;  
thence run N 67°-00-00E for a distance of 173.39 feet;  
thence run N 09°-00-00E for a distance of 68.89 feet;  
thence run N 62°-27-08W for a distance of 283.87 feet;  
thence run N 53°-24-15W for a distance of 16.91 feet;  
thence run S 36°-35-45W for a distance of 22.02 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue S 36°-35-45W for a distance of 87.50 feet;  
thence run N 53°-24'-15W for a distance of 138.00 feet;  
thence run N 36°-35-45E for a distance of 87.50 feet;  
thence run S 53°-24'-15E for a distance of 138.00 feet to the  
Point of Beginning, containing 0.277 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.  
This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

Date: 12-23-93

DR2530 PG0163

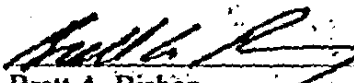
BRETT A. BISHOP  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL. 33923  
Tel. 813-947-6880  
GOLFVIEW AT SUMMERWIND,  
A Condominium  
Phase 11  
Building 11

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 306.93 feet;  
thence run N 49°-00'-00E for a distance of 415.66 feet;  
thence run N 70°-00'-00E for a distance of 374.70 feet;  
thence run N 67°-00'-00E for a distance of 173.39 feet;  
thence run N 09°-00'-00E for a distance of 68.89 feet;  
thence run N 62°-27'-08W for a distance of 283.87 feet;  
thence run N 53°-24'-15W for a distance of 184.98 feet;  
thence run S 24°-43'-46W for a distance of 22.77 feet to the  
Point of Beginning of the Parcel of land herein described;  
thence continue S 24°-43'-46W for a distance of 87.50 feet;  
thence run N 65°-16'-14W for a distance of 64.50 feet;  
thence run N 24°-43'-46E for a distance of 17.00 feet;  
thence run N 65°-16'-14W for a distance of 73.50 feet;  
thence run N 24°-43'-46E for a distance of 70.50 feet;  
thence run S 65°-16'-14E for a distance of 138.00 feet to the  
Point of Beginning, containing 0.249 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.  
This property is subject to easements, reservations or restrictions of record.

  
Brett A. Bishop  
Professional Land Surveyor  
State of Florida #4760

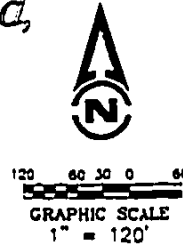
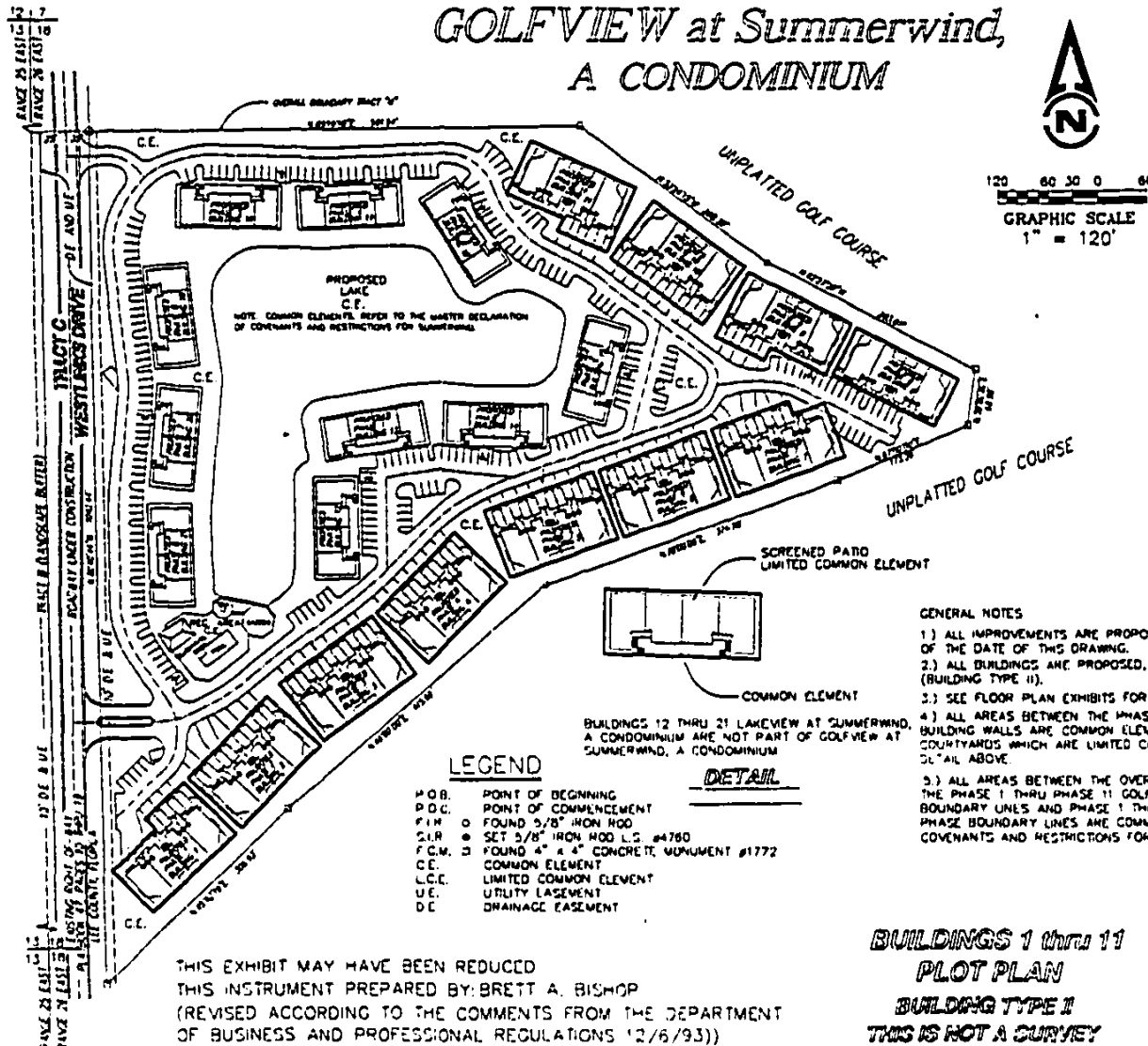
Date: 12-23-93

Exhibit  
Sheet 12 of 12



# GOLFVIEW at Summerwind, A CONDOMINIUM

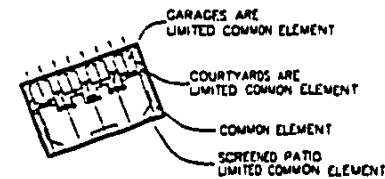
CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



TYPICAL PHASE BOUNDARY

REFER TO THE CONDOMINIUM SURVEY FOR PHASE BOUNDARY GEOMETRICS.

## DETAIL



## DETAIL

(SEE NOTES 4 AND 5.)

## GENERAL NOTES

- 1.) ALL IMPROVEMENTS ARE PROPOSED, UNLESS OTHERWISE SHOWN AS OF THE DATE OF THIS DRAWING.
- 2.) ALL BUILDINGS ARE PROPOSED, TWO STORY, 8 UNIT BUILDINGS (BUILDING TYPE II).
- 3.) SEE FLOOR PLAN EXHIBITS FOR UNIT DESIGNATIONS.
- 4.) ALL AREAS BETWEEN THE PHASE BOUNDARY LINES AND THE EXTERIOR BUILDING WALLS ARE COMMON ELEMENT, EXCEPT GARAGES AND COURTYARDS WHICH ARE LIMITED COMMON ELEMENTS AS SHOWN ON THE DETAIL ABOVE.
- 5.) ALL AREAS BETWEEN THE OVERALL BOUNDARY OF TRACT "M" AND THE PHASE 1 THRU PHASE 11 GOLFVIEW AT SUMMERWIND, A CONDOMINIUM PHASE BOUNDARY LINES AND PHASE 1 THRU PHASE 8 LAKEVIEW AT SUMMERWIND, A CONDOMINIUM PHASE BOUNDARY LINES ARE COMMON ELEMENT, REFER TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMERWIND.

## LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- F.I.M. FOUND 5/8" IRON ROD
- S.I.R. SET 5/8" IRON ROD L.S. #4780
- F.C.M. FOUND 4" x 4" CONCRETE MONUMENT #1772
- C.E. COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

BUILDINGS 12 THRU 21 LAKEVIEW AT SUMMERWIND, A CONDOMINIUM ARE NOT PART OF GOLFVIEW AT SUMMERWIND, A CONDOMINIUM

## DETAIL



COMMON ELEMENT

THIS EXHIBIT MAY HAVE BEEN REDUCED  
THIS INSTRUMENT PREPARED BY: BRETT A. BISHOP  
(REVISED ACCORDING TO THE COMMENTS FROM THE DEPARTMENT  
OF BUSINESS AND PROFESSIONAL REGULATIONS (2/6/93))

**BUILDINGS 1 thru 11  
PLOT PLAN  
BUILDING TYPE I  
THIS IS NOT A SURVEY**

BRETT A. BISHOP

PROFESSIONAL LAND SURVEYOR  
9120 BONITA BEACH ROAD  
BONITA SPRINGS, FLORIDA 33473 (813) 917-1880

CONDOMINIUM EXHIBIT

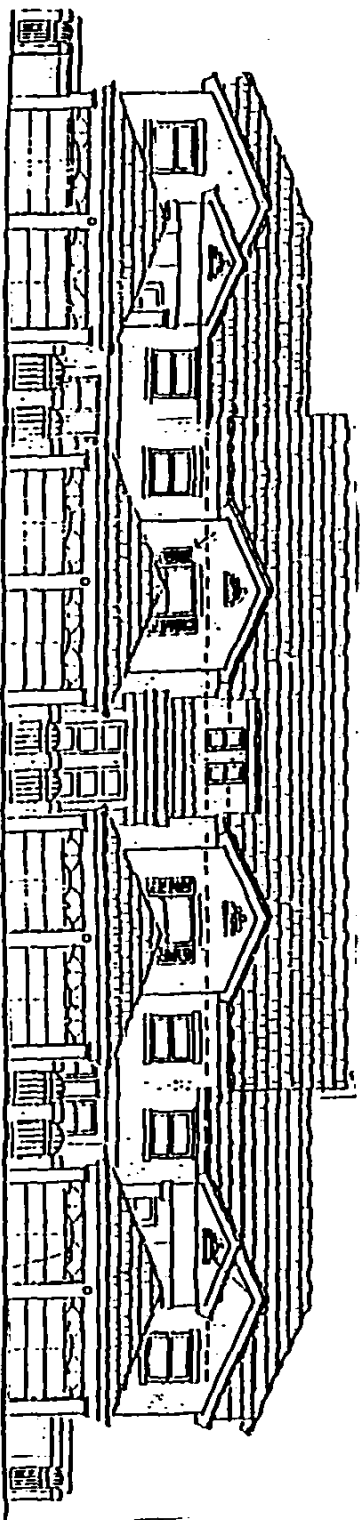
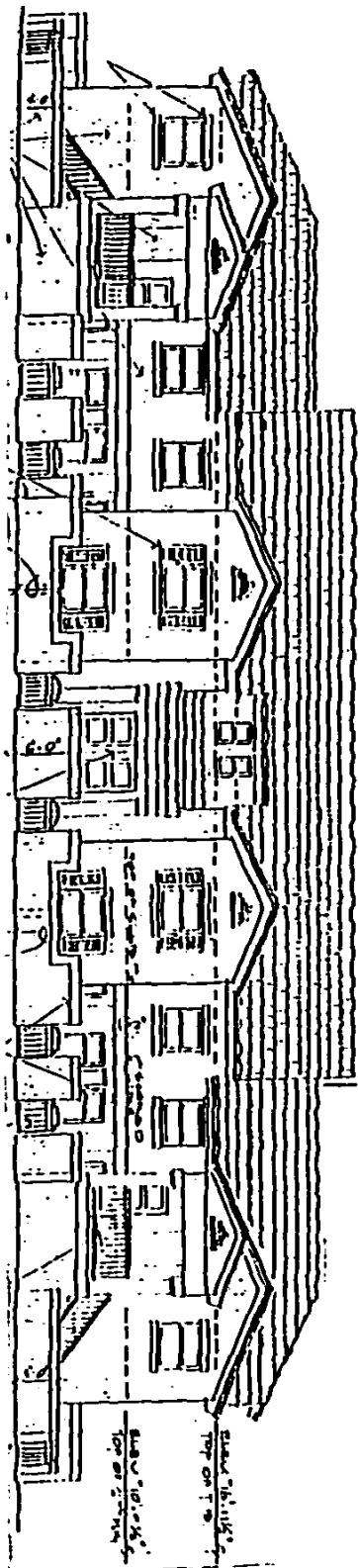
GOLFVIEW at Summerwind  
A CONDOMINIUM

DATE  
OCTOBER 7, 1993  
DRAWN BY  
BAR  
PROJECT #  
91-110

Exhibit "B" to the Declaration

# GOLFVIEW at Summerwind, A CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



**BUILDINGS I and II  
FRONT ELEVATION  
BUILDING TYPE II**



GRAPHIC SCALE

C.E. = Common Element

L.C.E. = Limited Common Element

THIS ELEVATION WAS DRAWN BY THE ARCHITECT

THIS ELEVATION WAS PREPARED BY BETTY A. BISHOP  
ARCHITECT, P.A. 33001 GOLFVIEW & VANDERBILT, SPRINGFIELD, FLORIDA

## CONDOMINIUM EXHIBIT

**GOLFVIEW at Summerwind  
A CONDOMINIUM**

## BETTY A. BISHOP

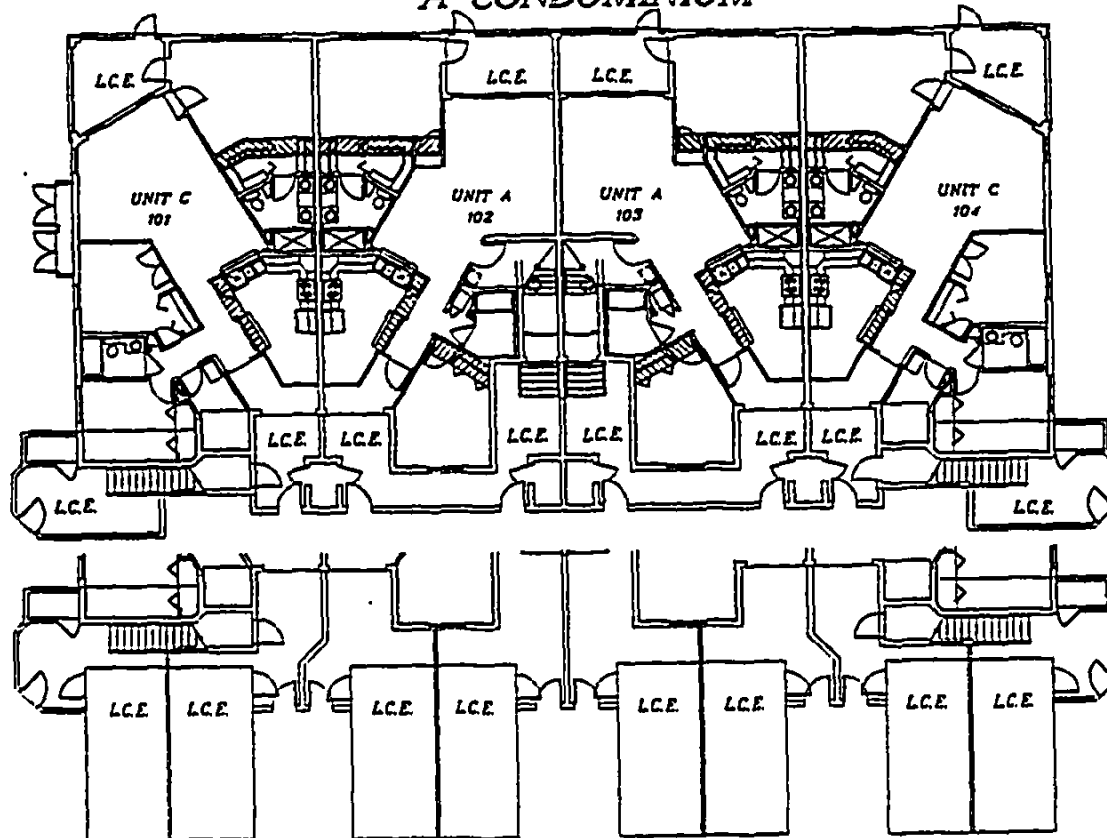
PROFESSIONAL LAND SURVEYOR

9220 B BONTA BEACH ROAD

BONTA SPRINGS, FLORIDA 33923 (813) 947-6890

# *GOLFVIEW at Summerwind, A CONDOMINIUM*

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



1" = 10' 0"  
GRAPHIC SCALE

**BUILDINGS 1 thru 11  
GROUND FLOOR PLAN**

BUILDING TYPE II  
Finished Floor Elev. =

NOTE: SEE PLOT PLAN FOR GARAGE CONFIGURATIONS  
THIS INSTRUMENT PREPARED BY: SPETT A. BISHOP  
ARCHITECTURAL DESIGN BY: BERNAL & VAZQUEZ ARCHITECTS & PLANNERS

C.E. = Common Element  
L.C.E. = Limited Common Element  
THIS EXHIBIT MAY HAVE BEEN REDUCED

**SPETT A. BISHOP**

PROFESSIONAL LAND SURVEYOR

9220 E. BOWTIE BLVD. ROAD

BOWTIE SPRINGS, FLORIDA 33523 (813) 917-4000

**CONDOMINIUM EXHIBIT**

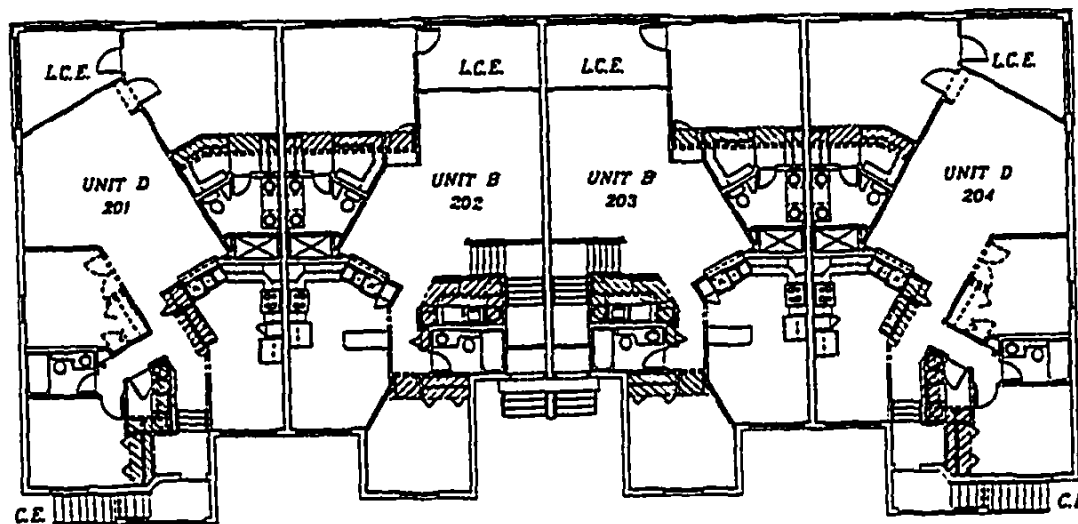
*GOLFVIEW at Summerwind*

A CONDOMINIUM

DATE  
OCTOBER 1993  
DRAWN BY  
ACAD  
PROJECT #  
33-110

# *GOLFVIEW at Summerwind, A CONDOMINIUM*

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



10 5 0 5  
1" = 10' 0"  
GRAPHIC SCALE

**BUILDINGS 1 thru 11  
SECOND FLOOR PLAN**

BUILDING TYPE II  
Finished Floor Elev. =

C.E. = Common Element  
L.C.E. = Limited Common Element  
THIS EXHIBIT MAY HAVE BEEN REDUCED

THIS INSTRUMENT PREPARED BY: BRETT A. BISHOP  
ARCHITECTURAL DESIGN BY: BERNAL & VAZQUEZ ARCHITECTS & PLANNERS

**BRETT A. BISHOP**  
PROFESSIONAL LAND SURVEYOR  
9120 S BOWIE BEACH ROAD  
BOWIE SPRINGS, FLORIDA 33023 (813) 917-4840

**CONDOMINIUM EXHIBIT**  
*GOLFVIEW at Summerwind*  
A CONDOMINIUM

DATE: OCTOBER 1993  
DRAWN BY: ACAD  
PROJECT # 93-110

OR2530 PG0168

**BRETT A. BISHOP**  
Professional Land Surveyor  
9220 Bonita Beach Road  
Suite 104  
Bonita Springs, FL 33923  
Tel. 813-947-6880

**GOLFVIEW AT SUMMERWIND,**  
A Condominium  
Typical for Buildings 1,2,3,4,5,6,7,8,9,10 & 11  
Building Type II

Unit	A/C and/or living sq. ft.	Terrace sq. ft.	Total sq. ft.	Model
101	1,410	116	1,526	C*
102	1,274	108	1,382	A
103	1,274	108	1,382	A
104	1,410	116	1,526	C*
201	1,450	118	1,568	D*
202	1,335	112	1,447	B
203	1,335	112	1,447	B
204	1,450	118	1,568	D*
		Total sq. ft. per building	11,846	

\* Corner unit

Note: All data shown hereon has been copied from the architectural plans prepared by Bernal and Vazquez.

Exhibit "D" to the Declaration

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS ANDPERCENTAGE SHARE OF COMMON EXPENSES

<u>Unit No.</u>	<u>PERCENTAGE OWNERSHIP OF COMMON ELEMENTS</u>	<u>PERCENTAGE SHARE OF COMMON EXPENSES</u>
ALL UNITS IN PHASE 1 OF	1/8	1/8
ALL UNITS AFTER RECORDING OF PHASE 2	1/16	1/16
ALL UNITS AFTER RECORDING OF PHASE 3	1/24	1/24
ALL UNITS AFTER RECORDING OF PHASE 4	1/32	1/32
ALL UNITS AFTER RECORDING OF PHASE 5	1/40	1/40
ALL UNITS AFTER RECORDING OF PHASE 6	1/48	1/48
ALL UNITS AFTER RECORDING OF PHASE 7	1/56	1/56
ALL UNITS AFTER RECORDING OF PHASE 8	1/64	1/64
ALL UNITS AFTER RECORDING OF PHASE 9	1/72	1/72
ALL UNITS AFTER RECORDING OF PHASE 10	1/80	1/80
ALL UNITS AFTER RECORDING OF PHASE 11	1/88	1/88

Exhibit "E" to the Declaration

# State of Florida



Department of State

0R2530 PG0170

I certify the attached is a true and correct copy of the Articles of Incorporation of THE GOLFVIEW AT SUMMERWIND CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 19, 1994, as shown by the records of this office.

The document number of this corporation is N94000004073.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of August, 1994



CR2EO22 (2-91)

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION FOR  
THE GOLFVIEW AT SUMMERWIND CONDOMINIUM ASSOCIATION, INC.

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The undersigned subscribers by these Articles of Association associate themselves for the purpose of forming a corporation not for profit, and hereby adopt under Chapter 617, Florida Statutes, the following Articles of Incorporation:

ARTICLE 1

NAME AND ADDRESS

The name of the corporation shall be The Golfview at Summerwind Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-laws of the Association as the "By-Laws".

The address of the Association shall be 1100 Fifth Avenue South, Naples, Florida 33940.

The name and address of the Registered Agent is DENNIS P. CRONIN, ESQUIRE, BOND, SCHOENECK & KING, 1167 Third Street South, Naples, Florida 33940-7098.

ARTICLE 2

PURPOSE

The Association is formed for the purpose of maintaining, operating, and managing a condominium established under Chapter 718 Florida Statutes known as GOLFVIEW AT SUMMERWIND. The Association is formed for the purpose of undertaking all of the functions contained herein, in the Declaration of Condominium, and all of the functions allocated to such associations by Chapter 718, Florida Statutes, the Condominium Act, and Chapter 617, Florida Statutes.

ARTICLE 3

DEFINITIONS

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

EXHIBIT "F" TO THE DECLARATION

082530 P60171

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TALLAHASSEE, FLORIDA



## ARTICLE 4

### POWERS

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

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

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent such limitations are not inconsistent with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of Units and the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.
- (h) To contract for the management and maintenance of the Condominium Property and to authorize a

management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties.

- (i) To employ personnel to perform the services required for the proper operation of the Condominium.
- (j) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with, the affairs of the Association.
- (k) To borrow money, and with the assent of the owners of two-third's (2/3) of the units, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

#### ARTICLE 5

##### MEMBERSHIP AND VOTING

The qualification of members, the manner of their admission to and the termination of membership, and voting by members shall be as follows:

A. The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article 5, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, (the "Voting Interest") which Voting

Interest may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) Voting Interest for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Lee County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

#### ARTICLE 6

#### TERM OF EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE 7

#### SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Stuart O. Kaye	Suite 401 1100 Fifth Avenue South Naples, Florida 33940
David N. Sexton	Suite 107 1167 Third Street South Naples, Florida 33940
Dennis P. Cronin	Suite 107 1167 Third Street South Naples, Florida 33940

#### ARTICLE 8

#### OFFICERS

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other Officer needs to be a Director. The same person may hold two offices, the duties of

which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names of the officers who are to serve until the first election of officers by the Board are as follows:

<u>PRESIDENT:</u>	Stuart O. Kaye
<u>VICE PRESIDENT:</u>	David N. Sexton
<u>SECRETARY-TREASURER:</u>	Dennis P. Cronin

## ARTICLE 9

### DIRECTORS

The number of members of the first Board of Directors shall be three. The number of members of succeeding Boards of Directors shall be not less than three, or as otherwise provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association.

When Unit owners other than COMMUNITY DEVELOPMENT - WESTBURY GATEWAY JOINT VENTURE, a Florida joint venture (the "Developer"), own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than a majority of the members of the Board of Directors (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) When some of the units have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) Seven years after recordation of the Declaration of Condominium; or, in the case of an association which may ultimately operate more than one condominium, seven years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, seven years after recordation of the declaration creating the initial phase, whichever occurs first.

The Developer shall have the right to elect, in the manner to be provided in the By-Laws one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association.

After Unit owners other than the Developer elect a majority of the Board of Directors, the Developer shall, within the time required by law and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer. In the event the Developer elects to relinquish control of the Association early, the Unit Owners shall be required to accept control of the Association.

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

<u>NAME</u>	<u>ADDRESS</u>
Stuart O. Kaye	Suite 401 1100 Fifth Avenue South Naples, Florida 33940
David N. Sexton	Suite 107 1167 Third Street South Naples, Florida 33940
Dennis P. Cronin	Suite 107 1167 Third Street South Naples, Florida 33940

#### ARTICLE 10

##### INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as

being in the best interests of the Association. Such indemnification shall apply to both Developer-appointed and Association-elected directors. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### ARTICLE 11

##### BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of this Association at a meeting at which a majority of the Directors is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of a majority of a quorum of members present in person or by limited proxy, if proxy vote is allowed by law, at a regular or special meeting of the members.

#### ARTICLE 12

##### AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the

Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Lee County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article 12, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article 9 hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, The Subscribers hereto have hereunto set their hands and seals this 18<sup>TH</sup> day of August, 1994.

Stuart O. Kaye  
STUART O. KAYE

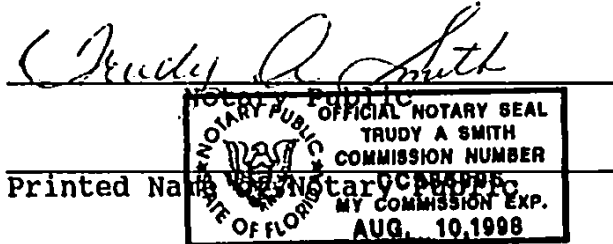
David N. Sexton  
DAVID N. SEXTON

Dennis P. Cronin  
DENNIS P. CRONIN

STATE OF FLORIDA )  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of August, 1994, by Stuart O. Kaye, who is personally known to me.

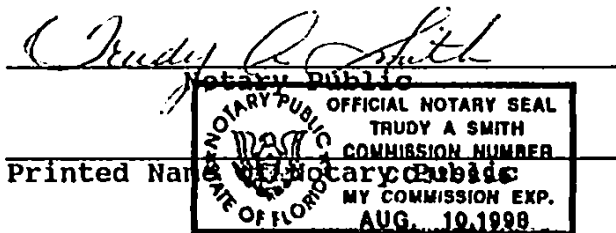
My Commission Expires:



STATE OF FLORIDA )  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of August, 1994, by David N. Sexton, who is personally known to me.

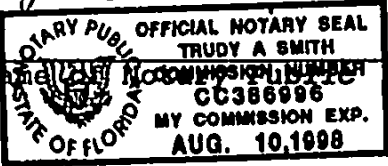
My Commission Expires:



STATE OF FLORIDA       )  
COUNTY OF COLLIER     )

The foregoing instrument was acknowledged before me this 18<sup>TH</sup>  
day of August, 1994, by Dennis P. Cronin, who is personally  
known to me.

My Commission Expires:

Trudy A. Smith  
Notary Public  
Printed Name Trudy A. Smith  


BR2530 PG0179




CERTIFICATE DESIGNATING REGISTERED/AGENT AND  
REGISTERED OFFICE

In compliance with the laws of Florida, the following is submitted:

The Golfview at Summerwind Condominium Association, Inc., by Stuart O. Kaye, President, desiring to organize as a corporation under the laws of the State of Florida, has designated 1167 Third Street South, Naples, Florida 33940, as its initial Registered Office, and has named DENNIS P. CRONIN, located at said address, as its initial Registered Agent.

The Golfview at Summerwind  
Condominium Association, Inc.

By:   
Stuart O. Kaye, President

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, and agrees to comply with the provisions of Florida Statutes Section 48.091, 617.0501 relative to keeping open said office.

  
DENNIS P. CRONIN, Registered  
Agent

OR2530 Pg0180

BYLAWS OF  
THE GOLFVIEW AT SUMMERWIND CONDOMINIUM ASSOCIATION  
A Corporation Not For Profit

I. IDENTITY.

A. These are the Bylaws of The Golfview at Summerwind Condominium Association, (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on August 19, 1994. The Association has been organized for the purpose of administering the operation and management of THE GOLFVIEW AT SUMMERWIND, A CONDOMINIUM (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Lee County, Florida, described on Exhibit "A" to the Declaration of Condominium.

B. The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed, as Exhibits, to the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Lee County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

D. The initial office of the Association shall be at Suite 401, 1100 Fifth Avenue South, Naples, Florida 33940 or at such other place as may be designated by the Board of Directors.

E. The fiscal year end of the Association shall be December 31st.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words, "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

EXHIBIT "G" TO THE DECLARATION

## II. MEMBERSHIP, VOTING, QUORUM, AND PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article V of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the Voting Interests of the entire membership.

C. The Voting Interest of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (including a husband and wife as tenants by the entirety), or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Representative" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Representative (the "Voting Certificate"). The Voting Certificate designating the Primary Representative shall be filed with the Association, and the person so designated shall be and remain the Primary Representative of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Representative of the Unit shall be the only person entitled to cast or exercise, in person or by limited proxy (if allowed), the Voting Interest of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the Voting Interest of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the persons holding a majority of the Voting Interests represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

F. Voting Interests may be cast in person or by limited proxy, if proxy voting is allowed by law. Proxies may be made by

any person holding a Voting Interest and shall be effective only for the specific meeting for which given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the holder of the Voting Interest executing it.

G. In accordance with the requirements of the Master Declaration, the Board of Directors shall at least annually appoint one member of the Association, who need not be a Director or an officer, as the Association's Voting Representative to the Master Association. Written notice of such appointment shall be given to the Master Association. The Voting Representative shall attend all meetings of the members of the Master Association and shall cast, in a block, all votes of the members of the Association on any and all questions which may arise. The votes shall be cast in a manner directed by the Board of Directors, or absent such direction, in the manner determined by the Voting Representative. The Voting Representative shall serve at the pleasure of the Board of Directors.

H. To the extent feasible and practical, the Association shall poll its members on questions to be decided by a vote of the members of the Master Association so that the Association's Voting Representative will have guidance in casting the votes of the members at Master Association meetings. Where such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes to which members of the Association are entitled in block, supporting the point of view expressed by a majority of the members responding to the poll.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Collier or Lee County, Florida, as may be specified in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. The first annual Meeting of the Members shall be held within one (1) year from the date of incorporation at the time as may be determined by the Board, and each subsequent regular annual meeting of the Members shall be held yearly thereafter at the hour and date to be determined by the Board.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units or as otherwise required herein or by law.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer

of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. The notice of any meeting to consider assessments shall specifically state that fact and the nature of the assessment. Each notice shall if possible be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be mailed via United States mail, certified, return receipt requested, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. The post office certificate of mailing shall be retained as proof of such mailing; provided, however, that if Florida law is subsequently changed to eliminate the requirement for a post office certificate of mailing, such notice shall be deemed properly given when deposited in the United States Mail, postage prepaid, addressed as hereinabove described, to the Member, and proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the filing of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in the Condominium for at least fourteen (14) continuous days prior to said meeting. An officer of the Association shall provide an affidavit to be included in the official records of the Association affirming that notices of such Association meeting were mailed or hand-delivered and posted in accordance with the Bylaws of the Association and applicable law, to each member at the address last furnished to the Association. If any meeting of Members cannot be held because a Quorum is not present, or because a greater percentage of the membership is required to constitute a quorum for particular purposes is not present, whenever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

1. Calling of the roll and certifying of proxies
2. Proof of notice of meeting or waiver of notice

3. Reading or waiver of reading of minutes of previous meeting of Members
4. Reports of officers
5. Reports of committees
6. Appointment by Chairman of Inspectors of Election
7. Election of Directors
8. Unfinished business
9. New business
10. Adjournment

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

#### IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three persons who are so identified in the Articles; succeeding Board of Directors shall consist of not less than three persons. At least the majority of each succeeding Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of a corporate Member of the Association. When unit owners other than COMMUNITY DEVELOPMENT - WESTBURY GATEWAY JOINT VENTURE, a Florida joint venture (the "Developer"), own fifteen (15%) per cent but less than fifty (50%) per cent of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV, of these Bylaws, not less than one-third (1/3) of the members of the Board of Directors. The Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV, of the Bylaws, not less than a majority of the members of the Board of Directors, (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) When some of the units have been conveyed to Purchasers and none of the others are being constructed or offered

for sale by the Developer in the ordinary course of business; or (e) Seven years after recordation of the Declaration of Condominium; or, in the case of an association which may ultimately operate more than one condominium, seven years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, seven years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV, of these Bylaws one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five per cent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver; and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Directors shall be elected in the following manner:

1. Commencing with the election of the first Board to succeed the Board designated in the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these Bylaws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall henceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these Bylaws.

2. All members of the Board whom Developer shall not be entitled to designate under these Bylaws shall be elected, by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.

3. If, at the time of the first annual meeting of members, Unit owners other than the Developer, are entitled to elect some or all of the Directors, the terms of office of two of such Directors receiving the highest plurality of votes shall be two years, and the terms of office of the remaining Director elected by the next highest plurality of votes shall be one year. If, at the time of the first annual meeting of members, Developer is entitled to designate some or all Directors, Developer shall have the right to designate for two year terms that number of Directors which, together with the Directors elected by other Unit owners, if any, total two

Directors. The remaining Director designated by the Developer shall have a term of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting, with Directors elected by Unit owners other than the Developer to serve the initial two-year term. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified or until removed in the manner elsewhere herein provided or as provided by law.

4. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative. No proxies may be used in the election of Directors. Notice requirements for meetings at which the election of Directors shall occur shall be consistent with applicable Florida law.

5. In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which assessments to be made against unit owners are to be considered



shall so state and shall also set forth the nature of the assessment.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one of the Directors. Not less than three (3) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Article, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Directors may not vote by proxy or by secret ballot at board meetings.

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

1. Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in the exercise of the powers and duties of the Association,

2. Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
3. Repair and reconstruct improvements after casualty;
4. Make and amend regulations governing the use of the property, real and personal, in the Condominium; provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
5. Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The President or Vice President of the Association are and shall be authorized to approve (but not disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;
6. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;
7. Contract for the management of the Condominium and in connection therewith to delegate such of the powers and duties of the Association as may be deemed appropriate, except those which may be required by the Declaration to have approval by the Board or Members of the Association, or which may not be delegated by law;
8. Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
9. Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
10. Carry insurance for the protection of the members and the Association against casualty and liability;

11. Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;

12. Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. Should any member of the first Board be unable to serve for any reason, the Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by applicable Florida law.

#### V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS

A. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. A member may take any action allowed by Florida law by written proxy which has been duly registered with the Secretary, provided no proxy will be valid except for the meeting for which it was given, or adjournment thereof, and in no event more than ninety (90) days after the date of the first meeting for which it was given.

C. To the extent now or from time to time hereafter permitted by the laws of Florida, Unit Owners may take any action which they might take at a meeting of the members of the Association without a meeting; provided, however, that any approval of Unit Owners called for in the laws of Florida, shall only be made at a duly noticed meeting of Unit Owners.

D. Minutes of all board and membership meetings shall be retained in a secure place, available for review by the membership, for a period of at least seven (7) years from the date of the meeting.

#### VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President

shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

#### VII. FISCAL MANAGEMENT.

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. The budget shall be prepared in the form and contain categories, including reserves, as required from time to time by the Florida Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before November 1 of the year prior to the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance for items exceeding \$10,000.00. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth on the proposed budget. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken

only after the proposed budget has been mailed to the unit owners as required above. Reserves funded under this Section shall be used only for the specific purpose for which they were reserved, unless their use for other purposes is first approved by a majority of the voting interests present and voting at a duly called members' meeting.

D. In addition to the statutory reserves provided above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

E. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of persons holding 10% of the Voting Interests, a special meeting of the Unit owners shall be held upon not less than ten (10) days' written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of persons holding not less than two-thirds (2/3) of the Voting Interests. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by persons holding a majority of the Voting Interests at such meeting or in writing, such budget may not thereafter be reexamined by the Unit owners in the manner hereinabove set forth. If a meeting of Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

F. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments or betterments to the Condominium property. Provided, however, that so long as Developer is

in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of persons, other than the Developer holding a majority of the Voting Interests.

G. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments no more frequently than once a month. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

H. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by check signed by such persons as are designated by the Board.

I. A compilation of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report together with a financial report in the form required by law shall be furnished to each Member not later than sixty (60) days following the year for which the report is made.

J. The association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the association. As used in the section, the term "persons who control or disburse funds of the association" means those individuals authorized to sign checks, and the president, secretary, and treasurer of the association. If an association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each such person. If an association's annual gross receipts exceed \$100,000, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each such person. If an association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each such person. The association shall bear the cost of bonding.

#### VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

**IX. AMENDMENTS TO BYLAWS.**

A. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

B. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

C. Notwithstanding the foregoing provisions of this Article IX, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of the Developer.

The foregoing were adopted as the Bylaws of The Golfview at Summerwind Condominium Association, a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 11<sup>th</sup> day of August, 1994.

IN WITNESS WHEREOF, we, being all of the directors of The Golfview at Summerwind Condominium Association, a Florida Corporation not-for-profit, have hereunto set our hands this 11<sup>th</sup> day of August, 1994.

Soma J. Barluccio  
Trudy L. Smith  
Soma J. Barluccio  
Trudy L. Smith  
Trudy L. Smith

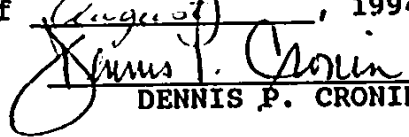
STUART O. KAYE  
DAVID N. SEXTON  
DENNIS P. CRONIN



CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY: THAT I am the duly elected and acting Secretary of The Golfview at Summerwind Condominium Association, not-for-profit, and

THAT the foregoing Bylaws constitute the original Bylaws of said association, as duly adopted at a meeting of the Board of Directors held on the 11<sup>th</sup> day of August, 1994.

  
DENNIS P. CRONIN

0R2530 P60196

**ESTIMATED OPERATING EXPENSES**  
**GOLFVIEW AT SUMMERWIND**  
**PHASE 1**

**(PHASE 1 FIRST 12 MONTHS)**

**PHASE 1 TOTAL UNITS 8**

**January 1, 1994, through December 31, 1994**

<u>Expense Item</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Administration of Association	8.00	24.00	96.00
Management Fees	40.00	120.00	480.00
Landscape Maintenance	*		
Grounds & Pool Maintenance	*		
Rent for Commonly Used Facilities	N/A	N/A	N/A
Taxes on Association Property of Lease Area	N/A	N/A	N/A
Lake Maintenance	*		
Insurance	36.80	110.40	441.60
Electricity (Common Element)	56.00	168.00	672.00
Cablevision (Common Expense)	144.96	434.88	1,739.52
Gas	N/A	N/A	N/A
Water & Sewer	236.00	708.00	2,832.00
Irrigation Water	*		
Elevator Maintenance	N/A	N/A	N/A
Garbage Pickup	*		
Pest Control	*		
Security Provisions	N/A	N/A	N/A
Legal & Audit Expenses	11.33	34.00	136.00
Fees Payable to Secretary of State	18.75	56.25	225.00
Operating Capital	N/A	N/A	N/A
Miscellaneous	N/A	N/A	N/A
Annual Fees, Division of Land Sales Condominiums & Mobile Homes	2.67	8.00	32.00
Fee to Summerwind Master Assoc.	392.00	1,176.00	4,704.00
Gateway Green Community Assoc.	504.96	1,514.88	6,059.52
EQUIPMENT & SUPPLIES	N/A	N/A	N/A

\* Master Association Budget

Exhibit "H" to the Declaration

OR2530 P60197

## Reserves:

## Roof Replacement\*\*

Estimated life - 20 years

Current estimated replacement  
cost - \$21,504.00

89.60

268.80

1,075.20

Current Balance -0-

Estimated Remaining Life  
- 20 years

## Building Repainting\*\*

Estimated life - 3 years

Current Estimated  
cost - \$4,101.12

113.92

341.76

1,367.04

Current Balance -0-

Estimated Remaining Life  
- 3 years

## Pavement Resurfacing\*

Estimated life - 15 years

Current estimated  
cost - \$00

\*

Current Balance -0-

Estimated Remaining Life  
- 15 years

## Pool and Spa Refurbishment\*

Estimated life - 10 years

Current estimated  
cost - \$00

\*

Current Balance -0-

Estimated Remaining Life  
- 10 years

TOTALS (with Reserves)

1,654.99

4,964.97

19,859.88

## NOTE:

\*Master Association Budget

\*\*These budget items are reserves mandated by statutes unless  
waived by the unit owners.

TOTALS (without Reserves)

1,451.47

4,354.41

17,417.64

ESTIMATED MONTHLY, QUARTERLY AND ANNUAL  
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>Unit No.</u>	<u>Percentage Share of Common Expenses</u>	<u>Monthly Maintenance Expenses</u>	<u>Quarterly Maintenance Expenses</u>	<u>Annual Maintenance Expenses</u>
Eight	1/8			
Without Reserves		181.43	544.30	2,177.21
With Reserves		206.87	620.62	2,482.49

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
THEY ARE NOT GUARANTEED

**ESTIMATED OPERATING EXPENSES**  
**GOLFVIEW AT SUMMERWIND**  
**PHASE 1 - UNITS WITH GARAGES**  
**(PHASE 1 FIRST 12 MONTHS)**  
**January 1, 1994, through December 31, 1994**

OR2530 P60200

<u>Expense Item</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Administration of Association	0.00	0.00	0.00
Management Fees	0.00	0.00	0.00
Maintenance	0.00	0.00	0.00
Rent for Recreational and other Commonly Used Facilities	0.00	0.00	0.00
Taxes upon Association Property	*	*	*
Taxes upon Leased Area	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Security Provisions	N/A	N/A	N/A
Other Expenses	0.00	0.00	0.00
Operating Capital	N/A	N/A	N/A
Annual Fees, Division of Land Sales Condominiums & Mobile Homes	0.00	0.00	0.00
Fee to Summerwind Master Assoc.	0.00	0.00	0.00
Gateway Green Community Assoc.	0.00	0.00	0.00
Roof Replacement Garage** Estimated Life - 20 years Current estimated replacement cost - \$3,960.00	16.50	49.50	198.00
Current Balance -0- Estimated Remaining Life - 20 years			
Garage Repainting** Estimated life - 3 years Current estimated cost - \$516.36	14.34	43.03	172.12
Current Balance -0- Estimated Remaining Life - 3 years			
<b>TOTALS (Reserves for Garages)</b>	<b>30.84</b>	<b>92.53</b>	<b>370.12</b>

\* Master Association Budget

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
 THEY ARE NOT GUARANTEED

Schedule 1 to Exhibit "H"

ESTIMATED MONTHLY, QUARTERLY AND ANNUAL  
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>Number of</u> <u>Units with</u> <u>Garages</u>	<u>Percentage</u> <u>Share of</u> <u>Expenses</u>	<u>Monthly</u> <u>Maintenance</u> <u>Expenses</u>	<u>Quarterly</u> <u>Maintenance</u> <u>Expenses</u>	<u>Annual</u> <u>Maintenance</u> <u>Expenses</u>
Four	1/4			
Reserves for Garages		7.71	23.13	92.53

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
THEY ARE NOT GUARANTEED

**ESTIMATED OPERATING EXPENSES****GOLFVIEW AT SUMMERWIND****(All PHASES FIRST 12 MONTHS)****ALL PHASES TOTAL UNITS 88****January 1, 1994, through December 31, 1994**

<u>Expense Item</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Administration of Association	88.00	264.00	1,056.00
Management Fees	440.00	1,320.00	5,280.00
Landscape Maintenance	*		
Grounds & Pool Maintenance	*		
Rent for Commonly Used Facilities	N/A	N/A	N/A
Taxes on Association Property of Lease Area	N/A	N/A	N/A
Lake Maintenance	*		
Insurance	404.66	1,213.98	4,855.92
Electricity (Common Element)	616.00	1,848.00	7,392.00
Cablevision (Common Expense)	1,594.56	4,783.68	19,134.72
Gas	N/A	N/A	N/A
Water & Sewer	2,596.00	7,788.00	31,152.00
Irrigation Water	*		
Elevator Maintenance	N/A	N/A	N/A
Garbage Pickup	*		
Pest Control	*		
Security Provisions	N/A	N/A	N/A
Legal & Audit Expenses	124.66	373.99	1,495.96
Fees Payable to Secretary of State	18.75	56.25	225.00
Operating Capital	N/A	N/A	N/A
Miscellaneous	N/A	N/A	N/A
Annual Fees, Division of Land Sales Condominiums & Mobile Homes	29.33	88.00	352.00
Fee to Summerwind Master Assoc.	4,312.00	12,936.00	51,744.00
Gateway Green Community Assoc.	5,554.56	16,663.68	66,654.72
EQUIPMENT & SUPPLIES	N/A	N/A	N/A

**\* Master Association Budget****Exhibit "H" to the Declaration****DR2530 P60202**

## Reserves:

## Roof Replacement\*\*

Estimated life - 20 years

Current estimated replacement  
cost - \$236,522.00

985.50      2,956.50      11,826.00

Current Balance -0-

Estimated Remaining Life  
- 20 years

## Building Repainting\*\*

Estimated life - 3 years

Current Estimated

cost - \$45,100.00

1,252.75      3,758.25      15,033.00

Current Balance -0-

Estimated Remaining Life  
- 3 years

## Pavement Resurfacing\*

Estimated life - 15 years

Current estimated

cost - \$00

\*

Current Balance -0-

Estimated Remaining Life  
- 15 years

## Pool and Spa Refurbishment\*

Estimated life - 10 years

Current estimated

cost - \$00

\*

Current Balance -0-

Estimated Remaining Life  
- 10 years

TOTALS (with Reserves)

18,016.78      54,050.33      216,201.32

NOTE: \*Master Association Budget

\*\*These budget items are reserves mandated by statutes unless  
waived by the unit owners.

TOTALS (without Reserves)

15,778.53      47,335.58      189,342.32



ESTIMATED MONTHLY, QUARTERLY AND ANNUAL  
MAINTENANCE EXPENSES OF UNIT OWNERS

<u>Unit No.</u>	<u>Percentage Share of Common Expenses</u>	<u>Monthly Maintenance Expenses</u>	<u>Quarterly Maintenance Expenses</u>	<u>Annual Maintenance Expenses</u>
Eighty-Eight	1/88			
Without Reserves		179.30	537.91	2,151.62
With Reserves		204.74	614.21	2,456.83

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
THEY ARE NOT GUARANTEED

**ESTIMATED OPERATING EXPENSES**  
**GOLFVIEW AT SUMMERWIND**  
**ALL PHASES - UNITS WITH GARAGES**  
**(ALL PHASES FIRST 12 MONTHS)**  
**January 1, 1994, through December 31, 1994**

<u>Expense Item</u>	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Administration of Association	0.00	0.00	0.00
Management Fees	0.00	0.00	0.00
Maintenance	0.00	0.00	0.00
Rent for Recreational and other Commonly Used Facilities	0.00	0.00	0.00
Taxes upon Association Property	*	*	*
Taxes upon Leased Area	0.00	0.00	0.00
Insurance	0.00	0.00	0.00
Security Provisions	N/A	N/A	N/A
Other Expenses	0.00	0.00	0.00
Operating Capital	N/A	N/A	N/A
Annual Fees, Division of Land Sales Condominiums & Mobile Homes	0.00	0.00	0.00
Fee to Summerwind Master Assoc.	0.00	0.00	0.00
Gateway Green Community Assoc.	0.00	0.00	0.00
Roof Replacement Garage** Estimated Life - 20 years Current estimated replacement cost - \$65,340.00	272.25	816.75	3,267.00
Current Balance -0- Estimated Remaining Life - 20 years			
Garage Repainting** Estimated life - 3 years Current estimated cost - \$8,520.00	236.66	709.99	2,839.96
Current Balance -0- Estimated Remaining Life - 3 years			
<b>TOTALS (Reserves for Garages)</b>	<b>508.91</b>	<b>1,526.74</b>	<b>6,106.96</b>

\* Master Association Budget

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
 THEY ARE NOT GUARANTEED

Schedule 1 to Exhibit "H"

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ESTIMATED MONTHLY, QUARTERLY AND ANNUAL  
MAINTENANCE EXPENSES OF UNIT OWNERS

0R2530 P60206

Number of Units with <u>Garages</u>	Percentage Share of <u>Expenses</u>	Monthly Maintenance <u>Expenses</u>	Quarterly Maintenance <u>Expenses</u>	Annual Maintenance <u>Expenses</u>
Sixty-Six	1/66			
Reserves for Garages		7.71	23.13	92.53

THE AMOUNTS SET FORTH ABOVE ARE EXPECTED TO BE THE INITIAL ASSESSMENTS, BUT  
THEY ARE NOT GUARANTEED