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This Instrument Prepared By / Return to:
Madeline Ebelini, P.A.
12371 Eagle Pointe Circle
Fort Myers, Florida 33913

DECLARATION OF CONDOMINIUM

OF

3950356

SUNSET LAKE, A CONDOMINIUM

DECLARANT, RS-Sunset Lake, Ltd., a Florida Limited Partnership, the owner of the subject property, herein called "Developer", hereby makes this Declaration of Condominium.

1. SUBMISSION TO CONDOMINIUM. The purpose of this Declaration is to submit the land described in this instrument as Phase I, and improvements constructed or to be constructed on such land, as well as all easements including, but not limited to, utility easements, sewage and drainage easements, and ingress and egress easements serving the condominium, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (the "Condominium Act"). The Developer does hereby submit the land described as Phase I in Exhibit "A-1", annexed hereto and made a part hereof, and improvements constructed or to be constructed on such land, to the condominium form of ownership and use. Three (3) additional phases are proposed for Sunset Lake Condominium. The real property constituting each of these additional phases may be submitted to condominium by way of amendments to this Declaration, if and when they are created.

2. SUNSET LAKE CONDOMINIUM - PLAN OF DEVELOPMENT.

A. Sunset Lake is planned as a phase condominium. Phase One, which is the initial phase submitted with this Declaration, will consist of four (4) buildings with six (6) units per building for a total of twenty-four (24) units, and a recreational/amenities area. The minimum and maximum number of units to be included in Phase One is twenty-four (24). Phase Two will consist of three (3) buildings which will each contain six (6) units for a total of eighteen (18) units in Phase Two. The minimum and maximum number of units to be included in Phase Two is eighteen (18). Phase Three will consist of two (2) buildings containing six (6) units each,

EXHIBIT "A"

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

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and one (1) building containing four (4) units, for a total of sixteen (16) units in Phase Three. The minimum and maximum number of units to be included in Phase Three is sixteen (16). Phase Four will consist of two buildings containing six (6) units each, and one (1) building containing four (4) units, for a total of sixteen (16) units in Phase Four. The minimum and maximum number of units to be included in Phase Four is sixteen (16). The total number of units if all proposed phases are completed will be 74. The minimum and maximum square footage of the units that may be contained within each parcel of land which may be added to the condominium are approximately 1,055 square feet per unit, and approximately 1,646 square feet per unit, respectively.

Annexed hereto and made a part hereof as Exhibit "A-1" are the legal descriptions of the land on which Phase 1 and each of the proposed phases (2-4) of Sunset Lake Condominium are to be built. Annexed hereto and made a part hereof as Exhibit "B" is a survey of Phase 1 and each proposed phase (2-4), Plot Plans for Phase 1 and each proposed phase (2-4) showing the approximate locations of all existing and proposed buildings and improvements that may ultimately be contained within the condominium, and graphic depictions of all unit types. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

B. The Developer reserves the right to refuse, without liability, to develop or to convey the land for additional phases. All phases to be added to the condominium property will comply with Section 718.403 of the Condominium Act. The estimated latest date for completion of all proposed phases of the condominium is five (5) years from the date this Declaration is recorded in the Lee County public records. The Developer's right to add additional phases expires seven (7) years from the date of recording the Declaration of Condominium. The Developer reserves the right to make non-material changes in the legal description of a phase.

TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

3. NAME - ASSOCIATION. The name of the condominium association which will operate and maintain this condominium is SUNSET LAKE CONDOMINIUM ASSOCIATION, INC. ("Association"). This Association is incorporated as a not-for-profit Florida corporation. The Articles of Incorporation and Bylaws for this

condominium association are attached as Exhibits "C" and "D" to this Declaration.

4. DEFINITIONS. The terms used herein shall have the meanings stated in the Condominium Act, as it exists on the date this Declaration is recorded in the public records, and as follows, unless the context otherwise requires:

A. DEVELOPER: RS-SUNSET LAKE, LTD., a Florida limited partnership.

B. INSTITUTIONAL MORTGAGEE: The owner and holder of a mortgage encumbering a condominium unit, which owner and holder of said mortgage is either a bank, or life insurance company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing plan, or a credit union, or a Massachusetts business trust, or an agency of the United States government, or an insurance company, mortgage company, or the Federal National Mortgage Association, or a lender generally recognized in the community as an institutional lender for the Developer or assignees, nominees, or designees of the Developer.

C. UNIT: A part of the Condominium property which is subject to exclusive ownership.

D. UNIT OWNER: The record owner of fee simple title to a Condominium parcel.

E. UNIT NUMBER: The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

F. ASSESSMENT: Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit and unit owner.

G. BOARD OF ADMINISTRATION: Means the Board of Directors of the Association which is responsible for operation and maintenance of the condominium common elements and administration of the affairs of the Association.

H. COMMON ELEMENTS: The portions of the condominium property not included in the units as defined in the Condominium

Act, including:

- (1) The land not included within individual units.
- (2) All parts of the improvements which are not included within the units.
- (3) Basements.
- (4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water, and sewer.
- (5) Personal property - tangible personal property which may be purchased, sold, leased, replaced, and otherwise dealt with by the Association, without the necessity of any joinder by the members.
- (6) The property and structures constituting the stormwater management system for the Sunset Lake Condominium as permitted by the South Florida Water Management District.

I. LIMITED COMMON ELEMENTS: Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

J. COMMON EXPENSES: All expenses properly incurred by the Association for the operation and maintenance of the condominium.

K. COMMON SURPLUS: The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of the common expenses.

L. PERSON: An individual, corporation, trustee, or other legal entity capable of holding title to real property.

M. SINGULAR, PLURAL, GENDER: Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

N. CONDOMINIUM DOCUMENTS: The Declaration and its attached Exhibits, including, but not limited to, the Association's

Articles of Incorporation, Bylaws, and Rules and Regulations, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. Unit owners and the Association shall have the power to enforce the rights and obligations set forth in the condominium documents.

O. CONDOMINIUM PARCEL: A unit together with the undivided share in the common elements which is appurtenant to the unit.

P. CONDOMINIUM PROPERTY: The lands and personal property subject to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto.

Q. OPERATION: The administration and management of the condominium property, including maintenance and management of the common elements.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY: Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitutes a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of the condominium documents and applicable laws.

B. BOUNDARIES: Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement, or movement of the building, or permissible repairs, reconstruction, or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

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

a. UPPER BOUNDARY - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

b. LOWER BOUNDARY - The upper side of the

finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

(2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common elements. Windows and doors, including all glass panes, and screens (including screens in any screened porch or lanai), shall be deemed to be included within the vertical boundaries of a unit.

C. EXCLUSIVE USE: Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES: The ownership of each unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title, and interest of a unit owner in the condominium property which shall include, but not be limited to:

(1) COMMON ELEMENTS - an undivided share of the common elements as defined in the Condominium Act.

(2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

a. One (1) covered parking space per unit, the location of which will be assigned by the Developer.

(3) ASSOCIATION MEMBERSHIP - an undivided share in the common expenses and common surplus and property, real and personal, incurred or held by the Association.

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

F. EASEMENTS: The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents, and hired contractors, to utility companies,

unit owners' families in residence, guests, invitees, and to governmental and emergency services are hereby granted and created:

(1) INGRESS AND EGRESS - Easements over the common elements for ingress and egress.

(2) MAINTENANCE, REPAIR, REPLACEMENT - Easements through the units and common elements for maintenance, repair, and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(3) UTILITIES - Easements through the common elements and units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of services to other units and the common elements.

(4) PUBLIC SERVICES - Emergency, regulatory, law enforcement, and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE: The responsibility for the maintenance of a unit shall be as follows:

(1) BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

a. Such portions of the unit as contribute to the support of the building including, but not limited to, the perimeter walls, columns, and roofs. Also, wiring, piping, ductwork, and other mechanical or electrical or other installations or equipment serving the common elements or other units.

b. Such portions of any sprinkler system which is located within the Condominium.

c. Provided that if the maintenance, repair, and replacement of any of the above shall be made necessary because of negligence, act, or omission of a unit owner, his family, lessee, invitee, or guest, in that event, the work shall be done by the Association at the expense of the unit owner.

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

(2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

a. To maintain, repair, and replace at his expense, all portions of the unit except the portions to be maintained, repaired, and replaced by the Association. The unit owner's responsibility specifically includes windows, window and balcony glass, doors, screens, and associated hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping, and ductwork serving only the particular unit.

b. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the Association is obtained in advance.

c. Maintenance and replacement of unit screens, window glass, and doors shall be the responsibility of the unit owner; however, all replacement materials shall be substantially the same as used in the original construction.

H. ALTERATIONS AND IMPROVEMENTS: No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

Two units within the same building and owned by the same person or persons may be connected by doorways through common element walls, provided that approval in writing is obtained in advance from the Association and that all applicable governmental agencies approve and grant permits and that the entire expense is borne by such owner. The Association may require approval from engineers or other professionals as a prerequisite.

I. COMMON ELEMENTS:

(1) The common elements shall be owned by the unit owners in such undivided shares as are set forth in Section 20 of this Declaration.

(2) No action for partition of the common elements shall exist.

(3) The maintenance and operation of the common elements , including all limited common elements, shall be the responsibility of the Association which shall not, however, prohibit management contracts.

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

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the Declaration.

6. FISCAL MANAGEMENT. The fiscal management of the condominium, including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be set forth in the Bylaws of the Association which are Exhibit "D" to the Declaration.

7. ASSOCIATION. The procedures for administration of the condominium by the Board of Directors, and its powers and duties, are as set forth in the Condominium Act, Association's Articles of Incorporation, Bylaws, and in this Declaration.

8. INSURANCE. The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE: Except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the Association, for itself and as agent for the owners and their mortgagees as their interests may appear.

B. UNIT OWNERS: Each unit owner should obtain insurance at his own expense, affording coverage upon his unit and personal property, and for his personal liability, owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(1) CASUALTY - The building and other insurable improvements upon the land and all personal property owned by the

Association (but excluding personal property, additions, and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

a. LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement;

b. SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the buildings in this condominium, including, but not limited to, flood insurance, vandalism, and malicious mischief, if available.

(2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the Association, but not less than \$1,000,000.00, including, but not limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage.

(3) WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet requirements of law.

D. PREMIUMS: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of policies, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9 next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE. If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered seventy-five (75%) percent or more of the units untenable, and seventy-five (75%) percent of the owners at a meeting called and held within one-hundred twenty (120) days of the casualty or sixty (60) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 14 following.

A. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications.

B. CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such Certificate as soon as practical.

C. ESTIMATE OF COSTS - Immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property, insofar as is reasonably possible, in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners in sufficient amounts to provide funds to pay the estimated costs. If any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners in sufficient amounts to provide for the down payment of such costs.

E. CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of

proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(1) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers, and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct; or, if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(2) ASSOCIATION - The Trustee shall make such payments upon the written request of the Association, accompanied by a Certificate signed by an officer of the Association, and by the Architect or General Contractor in charge of the work, who shall be selected by the Association, setting forth that either the sum then requested has been paid by the Association or is justly due contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amount so paid, or now due, and that the cost as estimated by the person signing such Certificate, does not exceed the remainder of the construction funds.

(3) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a 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 funds, who are unit owners and their mortgagees.

F. INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit "G" to the Declaration, and as from time to time amended, and all Exhibits thereto; and the following provisions:

A. LAWFUL USE - All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings, and regardless of minor variances between boundaries shown on the plans or in the deed and those of the buildings.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the Board.

11. LIENS AND JUDICIAL SALE.

A. LIENS:

(1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All liens for taxes and special assessments shall be satisfied within seven (7) business days after the attaching of the lien.

(2) NOTICE OF LIEN OR SUIT - An owner shall give notice to the Association of every lien, suit, or other proceeding which may affect the title to his unit, such notice to be given

within seven (7) business days after the owner receives knowledge thereof.

(3) FAILURE TO COMPLY with this section concerning liens will not affect the validity of any judicial sale.

B. JUDICIAL SALE: No judicial sale of any unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

12. COMPLIANCE AND DEFAULT. Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action for mediation, an action for arbitration, an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association or by an aggrieved owner.

B. In any such proceeding, excluding mediation, 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 or Arbitrator.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be delivered to the Board of Directors via certified mail, and the Board shall be permitted to respond in accordance with the procedures set forth in the Condominium Act, and shall be permitted to correct said deficiency within a reasonable period of time.

D. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS. Amendments to any of the condominium documents shall be in accordance with the following:

A. An amendment may be proposed either by the Board of

Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present, and the separate written joinder of the mortgagees where required). Said certificate shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error, or omission in any of the condominium documents, amendment of which will not materially or adversely affect the property rights of unit owners, the Developer shall be authorized, while still in control of the Association, to make said amendment without approval of the unit owners. After such time, a fifty-one (51%) percent vote of the unit owners shall be the required percentage to approve a correctory amendment. In the alternative to the aforesaid procedure, the procedure set forth in Section 718.110(5) of the Condominium Act may be used.

C. REGULAR AMENDMENTS - An amendment which does not, beyond what is provided in the Declaration as originally recorded, change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to a unit, change the proportion or percentage by which the owners of units share the common expenses and own the common surplus, or materially or adversely affect the property rights of owners, may be enacted by a sixty-six and two-thirds (66 2/3%) percent vote of the unit owners.

D. EXTRAORDINARY AMENDMENTS - No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless seventy-five percent (75%) of the total voting interests approve the amendment, unless a lesser majority is required by a governmental entity. The acquisition of property by the association, and

material alterations or substantial additions to such property or the common elements by the association in accordance with Section 718.111 (7) or Section 718.113, Florida Statutes, shall not be deemed to constitute a material alteration or modification of the appurtenances to the units.

Notwithstanding the above, the Board of Directors may, without amending the Declaration, lease common elements or Association property if it will benefit the members of the Association. The Association is authorized to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities whether or not contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

E. AMENDMENTS AFFECTING SURFACE WATER MANAGEMENT - Any amendment which would affect the surface water management system, including the water management portions of the common elements, must have the prior approval of the South Florida Water Management District.

F. PROVISO - No amendment shall discriminate against any unit owner or against any unit, or class or group of units, or impair an institutional mortgagee's security position or alter an institutional mortgagee's rights without the prior express written consent of the unit owner so affected and his institutional mortgagees. Joinders by institutional mortgagees will also be required in amendments if FNMA and FHLMC guidelines so require. Mortgagees may not unreasonably withhold such consent. Neither shall an amendment make any change in Section 8 (entitled "Insurance"), nor in Section 9 (entitled "Reconstruction or Repair of Casualty Damage"), unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

14. TERMINATION. Subsequent to the expiration of the twenty-five (25) year period following recordation of this Declaration in the public records, the Condominium may be terminated only in the following manner:

A. By the agreement of one hundred percent (100%) of the unit owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land, and the written consent of the holders of

recorded liens affecting any of the condominium parcels. The termination shall become effective when such Agreement has been recorded according to law. Upon recordation of the instrument evidencing the requisite consent of unit owners and lien holders to terminate the condominium, the Association shall notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the termination within thirty (30) working days of the recordation, the date the document was recorded, and the Official Book and Page number of the public records where the document was recorded.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the Condominium, the owners shall own the property as tenants in common in the same undivided shares as each unit owner previously owned in the common elements. The holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the unit owners in the same shares as each unit owner previously owned in the common elements. The costs incurred by the Association in connection with a termination shall be apportioned among the unit owners in the same manner as common expenses.

C. FOLLOWING TERMINATION - After termination, the property may be partitioned and sold upon the application of any owner. Provided however, that if the Board of Directors following a termination, by a unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as are granted to a dissolved corporation under the Florida Not-For Profit Corporation Act and this Declaration, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15. PROVISIONS PERTAINING TO THE DEVELOPER.

A. So long as the Developer holds more than one unit

for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer, including any action which would impair or adversely affect the Developer's use of unsold units and common elements as may facilitate such completion and/or sale, the Developer's maintenance of a sales office, and the Developer's ability to show the property and display signs.

B. Developer shall have the specific right to make amendments for the creation of easements for ingress and egress.

16. MORTGAGEE PROVISIONS.

A. The Association shall maintain a list of mortgagees of record and record owners of liens on the condominium real property.

B. The list of mortgagees or lien holders shall be a part of the records of the Association and shall be open to inspection by all unit owners.

C. The Association shall notify the mortgagee or lien holder of any unpaid and delinquent assessments due from the unit owner on any condominium unit.

D. When the mortgagee owning a first mortgage of record, or other purchaser of a condominium unit, obtains title to the condominium unit 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 shall be liable for the share of the common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to the acquisition of title as a result of the foreclosure. However, the liability of such first mortgagee or purchaser for such unpaid assessments or expenses is limited to a period not exceeding six

(6) months, but in no event does such liability exceed one percent (1%) of the original mortgage debt. The liability of such first mortgagee or purchaser for such assessments or expenses does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal and interest. In no event shall such first mortgagee or purchaser be liable for more than six (6) months of the unit's unpaid common assessments or expenses accrued before the acquisition of the title to the unit by the first mortgagee or purchaser, or one percent (1%) of the original mortgage debt, whichever amount is less. Any assessments or expenses attributable to said unit which remain unpaid and which exceed the liability of such first mortgagee or purchaser, as set forth above, shall be collectible as a common expense from all of the unit owners, including such first mortgagee or purchaser and his successor and assigns.

E. In lieu of foreclosing its lien, or in the event of a foreclosure by a mortgagee or deed in lieu of foreclosure to a mortgagee, the Association may bring suit against the defaulting unit owner to recover a money judgment for any sums which, under Florida Law, are required to be paid to the Association by the unit owner, without waiving its lien securing payment. The defaulting unit owner shall be required to pay all costs of collection including the Association attorney's fees.

F. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

G. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan association, or recognized lending institution.

H. The liens herein referred to for delinquent regular or special assessments which are due the Association with respect to particular units shall be specifically subordinate to the claim of any institutional mortgagee.

I. The mortgagee may occupy, lease, sell, or otherwise transfer such unit without the approval of the Association.

17. ENFORCEMENT OF ASSESSMENT LIENS. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. During his occupancy, in the discretion of the Court, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have all the powers provided in Florida Statutes 718.116. Assessments and installments on them, if not paid within ten (10) days after the date due, shall bear interest at the rate of eighteen (18%) percent per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due. The Association shall also be entitled to reasonable attorneys' fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS. The qualification of members, the manner of their admission, and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the Condominium shall be members of the Association, and no other person or entity shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration, and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. INDEMNIFICATION. Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance in the performance of his

duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS AND OWNERSHIP OF COMMON ELEMENTS.

Assessments for common expenses for individual units are determined in accordance with the undivided ownership share in the common elements appurtenant to each unit. The ownership share of the common elements appurtenant to each unit in Sunset Lake is based upon the total square footage of each unit in uniform relationship to the total square footage of each other unit in the condominium. The square footage of each townhouse unit (Model A) is approximately 1,646 square feet. The square footage of each upper and lower "condo" unit (Models B and C) is approximately 1,055 square feet.

The formula for allocation of ownership interest in the common elements on a per unit basis upon submission of Phase 1 to condominium, and for reallocation of ownership interest upon submission of subsequent phases, and supporting calculations are as follows. Figures stated for ownership interests are rounded when and if necessary to achieve 100%.

A. Phase 1 - 24 Units

Total square footage of all 24 units combined: 30,048

Number of Townhouse Units: 8

Number of Condo Units: 16

$100 / 30,048 = 0.003328008519702 \times 1,646 \text{ sq. feet per townhouse unit} = 5.477902023429\% \text{ rounded to } 5.4779020234\% \text{ ownership interest per townhouse unit.}$

$100 / 30,048 = 0.003328008519702 \times 1,055 \text{ sq feet per condo unit} = 3.511048988285\% \text{ rounded to } 3.5110489883\% \text{ ownership interest per condo unit.}$

Townhouses: $5.4779020234\% \times 8 = 43.8232161872\%$

Condos: $3.5110489883\% \times 16 = 56.1767838128\%$

$43.8232161872\% + 56.1767838128\% = 100\%$

B. Phases 1 & 2 - 42 Units

Total square footage of all 42 units combined: 52,584

Number of Townhouse Units: 14

Number of Condo Units: 28

$100 / 52,584 = 0.001901719154115 \times 1,646 \text{ sq. feet per townhouse unit} = 3.130229727674\%$ ownership interest per townhouse unit.

$100 / 52,584 = 0.001901719154115 \times 1,055 \text{ sq. feet per condo unit} = 2.006313707592\%$ ownership interest per condo unit.

Townhouses: $3.130229727674 \times 14 = 43.82321618744\%$

Condos: $2.006313707592 \times 28 = 56.17678381258\%$

$43.82321618744\% + 56.17678381258\% = 100\%$

C. Phases 1, 2, & 3 - 58 Units

Total square footage of all 58 units combined: 73,010

Number of townhouse units: 20

Number of condo units: 38

$100 / 73,010 = 0.001369675386933 \times 1,646 \text{ square feet per townhouse unit} = 2.254485686892\%$ rounded to 2.2545% ownership interest per townhouse unit.

$100 / 73,010 = 0.001369675386933 \times 1,055 \text{ square feet per condo unit} = 1.445007533214\%$ rounded to 1.4450% ownership interest per condo unit.

Townhouses: $2.2545\% \times 20 = 45.09\%$

Condos: $1.4450\% \times 38 = 54.91\%$

$45.09\% + 54.91\% = 100\%$

D. Phases 1, 2, 3, & 4 - 74 Units

Total square footage of all 74 units combined: 93,436

Number of Townhouse Units: 26

Number of Condo Units: 48

$100 / 93,436 = 0.001070251295005 \times 1,646 \text{ square feet per townhouse unit} = 1.761633631577\%$ rounded to 1.761633632% ownership interest per townhouse unit.

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$100 / 93,436 = 0.001070251295004 \times 1,055$ square feet per condo unit = 1.129115116229% rounded to 1.129115116% ownership interest per condo unit.

Townhouses: $1.761633632\% \times 26 = 45.802474432\%$

Condos: $1.129115116\% \times 48 = 54.197525568\%$

$45.802474432\% + 54.197525568\% = 100\%$

Developer guarantees that the assessment for common expenses for each of the three (3) unit types will not increase above the dollar figure stated in the Phase 1 (24 Unit) Estimated Operating Budget for the period covered by the budget. Thus, the guaranteed assessment for townhouse units (Model A) from January 1, 1996 through December 31, 1996 is \$169.51 per month per unit. The guaranteed assessment for upper and lower "condo" units (Models B and C) from January 1, 1996 through December 31, 1996 is \$108.65 per month per unit.

Developer further guarantees that the assessment for common expenses for the year beginning January 1, 1997 and ending December 31, 1997 will not increase to more than \$177.48 per month per townhouse unit, and \$114.30 per month per upper and lower "condo" unit.

Developer further guarantees that the assessment for common expenses for the year beginning January 1, 1998 and ending December 31, 1998 will not increase to more than \$204.08 per month per townhouse unit, and \$131.44 per month per upper and lower "condo" unit.

The Developer reserves the option to extend the guarantee period for an additional three (3) years. In the event the Developer exercises this option, the assessment for common expenses during the extended guarantee period will not increase above the levels guaranteed for 1998 as set forth above. The Developer will fund any short-fall produced by the collection of assessments at the guaranteed levels for the duration of the guarantee period, and any extension, or until turnover of Association control, whichever occurs first; it being understood that in all events, the Developer's guarantee of the Association's short-fall shall terminate upon turnover of the Association by the Developer. In exchange for this guarantee, Developer will not pay assessments on unsold units. This composite guarantee begins January 1, 1996 and,

unless extended for an additional three (3) years at the option of Developer, ends December 31, 1998 or upon turnover, whichever occurs first.

21. SEVERABILITY. If any provision of this Declaration or any Exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22. VOTING. Each unit shall have one (1) full vote in all matters requiring unit owner approval.

23. UNIT TYPES AND BUILDING TYPES.

A. There will be three (3) typical unit types in this condominium as follows:

1. TOWNHOUSE (Model A) - 2 bedroom/2 1/2 bath consisting of approximately 1,433 square feet of living space, balcony and porch area consisting of approximately 213 square feet, for a total of approximately 1,646 square feet.

2. UPPER CONDO (MODEL B) - 2 bedroom/2 bath consisting of approximately 951 square feet of living space, a balcony consisting of approximately 104 square feet, for a total of approximately 1,055 square feet.

3. LOWER CONDO (MODEL C) - 2 bedroom/2 bath consisting of approximately 951 square feet of living space, a porch consisting of approximately 104 square feet, for a total of approximately 1,055 square feet.

All dimensions are approximate.

B. There will be two (2) building types in this condominium as follows:

(1.) A six (6) unit building.

(2.) A four (4) unit building.

24. POWER TO ACQUIRE TITLE TO REAL PROPERTY. The Association has the power to acquire title to real property for the use and benefit of its members if seventy-five (75%) percent of the members give their approval.

25. ADD ON FORMAT. At the time of the initial recording of this Declaration of Condominium, no buildings are completed and certified in accordance with the requirements of Section 718, Florida Statutes. As buildings within the condominium are completed, this Declaration and the graphic depictions of the condominium will be amended and supplemented by the recording of as-built drawings where necessary, and by adding surveyor's certificates, with respect to completed buildings. The Developer reserves the right to amend and supplement this Declaration of Condominium by issuing, executing, and causing to be recorded those amendments, modifications, and supplements, adding the additional drawings and surveyor's certificates from time to time, without requiring the consent or joinder of any other person.

26. LEASING UNITS. Unit owners must notify the Association in advance of the name and term of occupancy of any tenant. Only entire units may be leased. A unit owner is responsible for the tenant's compliance with the covenants and requirements of the condominium documents and rules and regulations. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the condominium and must and shall be deemed to provide that a violation of the documents is a breach and event of default of the lease and grounds for termination and eviction and that the lessee(s) and the owner agree that the Association may proceed directly against such lessee(s) and that the prevailing party shall be responsible for the other party's costs and expenses, including attorneys' fees, at all arbitration, trial, and appellate levels. If the Association is the prevailing party and such costs and expenses are not immediately paid by the lessee(s), the unit owner shall pay them. Each unit owner, by acceptance of the deed to a unit and by the terms of this Declaration, appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. Copies of the condominium documents and rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is thirty (30) days.

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27. DEVELOPER AMENDMENTS. Until relinquishment of Developer control of the Association (turnover), and except as otherwise provided by Sections 718.110(2), (4), and (8), Florida Statutes, the Developer specifically reserves the right, without consent or joinder of any person, to make such amendments to the Declaration and its Exhibits or to the plan of development, as may be deemed desirable by the Developer or as may be required by any lender or governmental authority. The Developer's right to make such amendments includes, but is not limited to, the right to interchange the unit types and building types which are described herein, as permitted by the Condominium Act, without the consent or joinder of any person.

This Article 30 shall take precedence over any other inconsistent provision of the Declaration or its Exhibits.

28. COVENANTS RUNNING WITH THE LAND.

A. Buffer areas and open space as required pursuant to the Lee County Development Standards Ordinance, which are part of the common elements, shall be preserved and maintained by the Association so that their use and enjoyment as buffer and open space will not be diminished or destroyed. Open space areas shall not be developed except for open space purposes pursuant to the Lee County Development Standards Ordinance. The Association shall promulgate specific rules and regulations by which buffer areas and open space will be preserved and maintained. Assessments for common expenses shall include assessments for maintenance of buffer and open space areas. In the event of conveyance of buffer areas, provision shall be made guaranteeing maintenance and protection of buffer areas.

B. The surface water management system as required pursuant to the South Florida Water Management District Permit is part of the common elements and shall be preserved and maintained by the Association so that its use as a surface water management system will not be diminished or destroyed. The surface water management system shall not be altered except for surface water management purposes pursuant to the South Florida Water Management Permit. The Association shall promulgate specific rules and regulations by which the surface water management system will be preserved and maintained. Assessments for common expenses shall include assessments as necessary for maintenance of the surface water management system.

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C. The provisions of this Declaration of Condominium shall remain in effect for a period of twenty-five (25) years from the date this Declaration is recorded in the public records, subject to amendments properly promulgated, adopted, and recorded in accordance herewith. At the expiration of said twenty-five year period, this Declaration shall be deemed automatically renewed every five (5) years for periods of five (5) years unless the condominium is terminated in accordance with the requirements and procedures for termination of the condominium set forth in this Declaration are fulfilled.

29. WAIVER OF RESERVES: Section 718.112 (2) (f) 2 of the Act permits a Developer, prior to turnover of control of a condominium association, to vote to waive reserves for the first two (2) years of the operation of the association. Pursuant to Section 718.112 (2) (f) 2 of the Florida Condominium Act, the Developer intends to vote its units to waive reserves for each of the first two (2) years of operation of the Association.

IN WITNESS WHEREOF, the Developer, RS-Sunset LAKE, LTD., a Florida Limited Partnership, has caused this Declaration of Condominium to be executed this 3rd day of April, 1996.

WITNESSES:

~~First Witness~~

LINDA SUE COYNE

Printed Name

Lisa Gimenez

Second Witness

Lisa Gimenez

Printed Name

DEVELOPER:

RS-SUNSET LAKE, LTD., A Florida
Limited Partnership

BY: RS-COSMOPOLITAN RESIDENCE,
INC., A Florida corporation,
Its General Partner

BY:

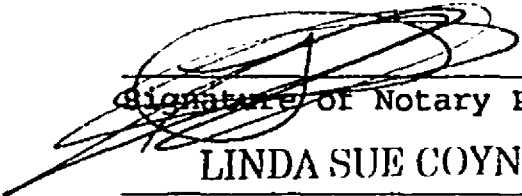
W. J. Wittmann

Wilhelm J. Wittmann
Its Vice President and
Authorized Representative

OR2698 PG0091

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd
day of April, 1996, by Wilhelm J. Wittmann, as
Vice President and Authorized Representative of RS-Cosmopolitan
Residence, Inc., a Florida Corporation, on behalf of the
corporation, as General Partner of RS-Sunset Lake, Ltd., a Florida
limited partnership. He is personally known to me or has produced
a drivers license as identification.



Signature of Notary Public

LINDA SUE COYNE

Printed Name

2-24-97

Commission Expiration Date

CC 261595

Commission Number

LINDA SUE COYNE
Notary Public, State of Florida
My Comm. Exp. Feb. 24, 1997
Com. #CC 261595

OR2698 P60092

SUNSET LAKES, A CONDOMINIUM - PHASE 1

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 65, BLOCK 1, PARKWOOD THREE SUBDIVISION, LEHIGH ACRES, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGES 91 THROUGH 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CAYWOOD CIRCLE SOUTH (A 60-FOOT RIGHT-OF-WAY); AND THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 40°10'36", THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS N39°41'25"E, AN ARC DISTANCE OF 161.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N19°36'07"E, A CHORD DISTANCE OF 158.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N00°29'14"W, A DISTANCE OF 289.29 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 89°52'27", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS N00°21'36"W, AN ARC DISTANCE OF 156.86 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N44°34'37"E, A CHORD DISTANCE OF 141.27 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE AND THE SOUTH RIGHT-OF-WAY LINE OF WOODWARD BOULEVARD (A 100-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE, N89°34'41"E, A DISTANCE OF 17.11 FEET, TO THE POINT OF BEGINNING; THENCE N89°34'41"E, A DISTANCE OF 257.47 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 90°42'18", THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS N89°37'09"E, AN ARC DISTANCE OF 158.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S45°01'42"E, A CHORD DISTANCE OF 142.29 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE AND THE WEST RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD (A 106-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE, S00°21'28"W, A DISTANCE OF 326.30 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S89°39'06"W, A DISTANCE OF 64.87 FEET; THENCE S59°11'00"W, A DISTANCE OF 46.57 FEET; THENCE S45°35'19"W, A DISTANCE OF 53.54 FEET; THENCE S00°00'00"E, A DISTANCE OF 122.44 FEET; THENCE N90°00'00"W, A DISTANCE OF 101.24 FEET; THENCE S24°38'41"W, A DISTANCE OF 30.64 FEET; THENCE S57°51'09"W, A DISTANCE OF 34.26 FEET; THENCE S24°23'40"W, A DISTANCE OF 123.57 FEET TO THE SOUTH LINE OF AFOREMENTIONED SECTION 31; THENCE ALONG SAID SOUTH LINE, S89°45'00"W, A DISTANCE OF 13.20 FEET; THENCE DEPARTING SAID SOUTH LINE, N24°23'48"E, A DISTANCE OF 132.70 FEET; THENCE N57°51'09"E, A DISTANCE OF 34.28 FEET; THENCE N24°38'41"E, A DISTANCE OF 22.10 FEET; THENCE N31°45'38"W, A DISTANCE OF 76.03 FEET; THENCE N00°37'35"E, A DISTANCE OF 465.43 FEET; THENCE S89°34'35"W, A DISTANCE OF 62.02 FEET; THENCE N01°19'09"W, A DISTANCE OF 79.05 FEET, TO THE POINT OF BEGINNING. CONTAINING 3.674 ACRES, OR 160059 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.

Jeffrey A. Elkins

JEFFREY A. ELKINS, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4348

SUNSET LAKES, A CONDOMINIUM - PHASE 2

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 65, BLOCK 1, PARKWOOD THREE SUBDIVISION, LEHIGH ACRES, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGES 91 THROUGH 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CAYWOOD CIRCLE SOUTH (A 60-FOOT RIGHT-OF-WAY); THENCE ALONG THE EAST LINE OF SAID LOT 65, S50°18'29"E, A DISTANCE OF 148.26 FEET; THENCE S00°20'26"W, A DISTANCE OF 134.51 FEET TO THE SOUTH LINE OF AFOREMENTIONED SECTION 31; THENCE ALONG SAID SOUTH LINE, N89°45'00"E, A DISTANCE OF 72.43 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, N24°23'40"E, A DISTANCE OF 123.57 FEET; THENCE N57°51'09"E, A DISTANCE OF 34.26 FEET; THENCE N24°38'41"E, A DISTANCE OF 30.64 FEET; THENCE N90°00'00"E, A DISTANCE OF 101.24 FEET; THENCE N00°00'00"E, A DISTANCE OF 122.44 FEET; THENCE N45°35'19"E, A DISTANCE OF 53.54 FEET; THENCE N59°11'00"E, A DISTANCE OF 46.57 FEET; THENCE N89°39'06"E, A DISTANCE OF 64.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD (A 106-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE, S00°21'28"W, A DISTANCE OF 341.32 FEET TO THE SOUTH LINE OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S89°45'00"W, A DISTANCE OF 335.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.621 ACRES, OR 70601 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.

Jeffrey A. Elkins

JEFFREY A. ELKINS, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4348

0R2698 PG0094

(NOT SUBMITTED TO CONDOMINIUM)

SUNSET LAKES, A CONDOMINIUM - PHASE 3

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 65, BLOCK 1, PARKWOOD THREE SUBDIVISION, LEHIGH ACRES, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGES 91 THROUGH 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CAYWOOD CIRCLE SOUTH (A 60-FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING; AND THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF $40^{\circ}10'36''$, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS $N39^{\circ}41'25''E$, AN ARC DISTANCE OF 161.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS $N19^{\circ}36'07''E$, A CHORD DISTANCE OF 158.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE $N00^{\circ}29'14''W$, A DISTANCE OF 96.48 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, $N89^{\circ}34'35''E$, A DISTANCE OF 61.05 FEET; THENCE $S00^{\circ}20'14''W$, A DISTANCE OF 72.01 FEET; THENCE $N89^{\circ}34'35''E$, A DISTANCE OF 114.71 FEET; THENCE $S00^{\circ}37'35''W$, A DISTANCE OF 179.73 FEET; THENCE $S31^{\circ}45'38''E$, A DISTANCE OF 76.03 FEET; THENCE $S24^{\circ}38'41''W$, A DISTANCE OF 22.10 FEET; THENCE $S57^{\circ}51'09''W$, A DISTANCE OF 34.28 FEET; THENCE $S24^{\circ}23'48''W$, A DISTANCE OF 132.70 FEET TO THE SOUTH LINE OF AFOREMENTIONED SECTION 31; THENCE ALONG SAID SOUTH LINE, $S89^{\circ}45'00''W$, A DISTANCE OF 59.23 FEET TO THE EAST LINE OF SAID LOT 65; THENCE ALONG SAID EAST LINE, $N00^{\circ}20'26''E$, A DISTANCE OF 134.51 FEET; THENCE $N50^{\circ}18'29''W$, A DISTANCE OF 148.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.543 ACRES, OR 67200 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.

Jeffrey A. Elkins

JEFFREY A. ELKINS, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4348

OR2698 PG0095

(NOT SUBMITTED TO CONDOMINIUM)

SUNSET LAKES, A CONDOMINIUM - PHASE 4

A PARCEL OF LAND LYING WITHIN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF LOT 65, BLOCK 1, PARKWOOD THREE SUBDIVISION, LEHIGH ACRES, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 28, PAGES 91 THROUGH 95, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CAYWOOD CIRCLE SOUTH (A 60-FOOT RIGHT-OF-WAY), AND THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF $40^{\circ}10'36''$, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS $N39^{\circ}41'25''E$, AN ARC DISTANCE OF 161.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS $N19^{\circ}36'07''E$, A CHORD DISTANCE OF 158.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE $N00^{\circ}29'14''W$, A DISTANCE OF 96.48 FEET, TO THE POINT OF BEGINNING; THENCE $N00^{\circ}29'14''W$, A DISTANCE OF 192.81 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}52'27''$, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS $N00^{\circ}21'36''W$, AN ARC DISTANCE OF 156.86 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS $N44^{\circ}34'37''E$, A CHORD DISTANCE OF 141.27 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE AND THE SOUTH RIGHT-OF-WAY LINE OF WOODWARD BOULEVARD (A 100-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE, $N89^{\circ}34'41''E$, A DISTANCE OF 17.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, $S01^{\circ}19'09''E$, A DISTANCE OF 79.05 FEET; THENCE $N89^{\circ}34'35''E$, A DISTANCE OF 62.02 FEET; THENCE $S00^{\circ}37'35''W$, A DISTANCE OF 285.71 FEET; THENCE $S89^{\circ}34'35''W$, A DISTANCE OF 114.71 FEET; THENCE $N00^{\circ}20'14''E$, A DISTANCE OF 72.01 FEET; THENCE $S89^{\circ}34'35''W$, A DISTANCE OF 61.05 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.228 ACRES, OR 53496 SQUARE FEET OF LAND, MORE OR LESS.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.

Jeffrey A. Elkins

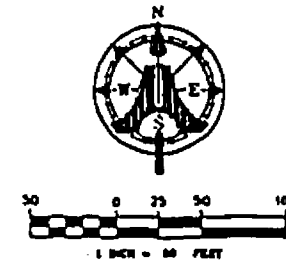
JEFFREY A. ELKINS, PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4348

(NOT SUBMITTED TO CONDOMINIUM)

3300 LEE BOULEVARD - P.O. BOX 1235
LEHIGH ACRES, FLORIDA 33970
(813) 332-4386 (813) 675-3696
FAX (813) 332-8734

SUNSET LAKES, A CONDOMINIUM

LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CB	DELTA
C-1	250.00'	64.78'	158.00'	89°36'07"E	40°40'56"
C-2	100.00'	154.86'	141.27'	84°34'57"E	89°52'27"
C-3	100.00'	158.31'	142.25'	84°50'42"E	90°42'16"

LEGEND

CL = COMMON ELEMENT

LCE = LIMITED COMMON ELEMENT

ULE = UNITARY ELEMENT

ALL IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS NOTED OTHERWISE

PLOT PLAN PHASE 1

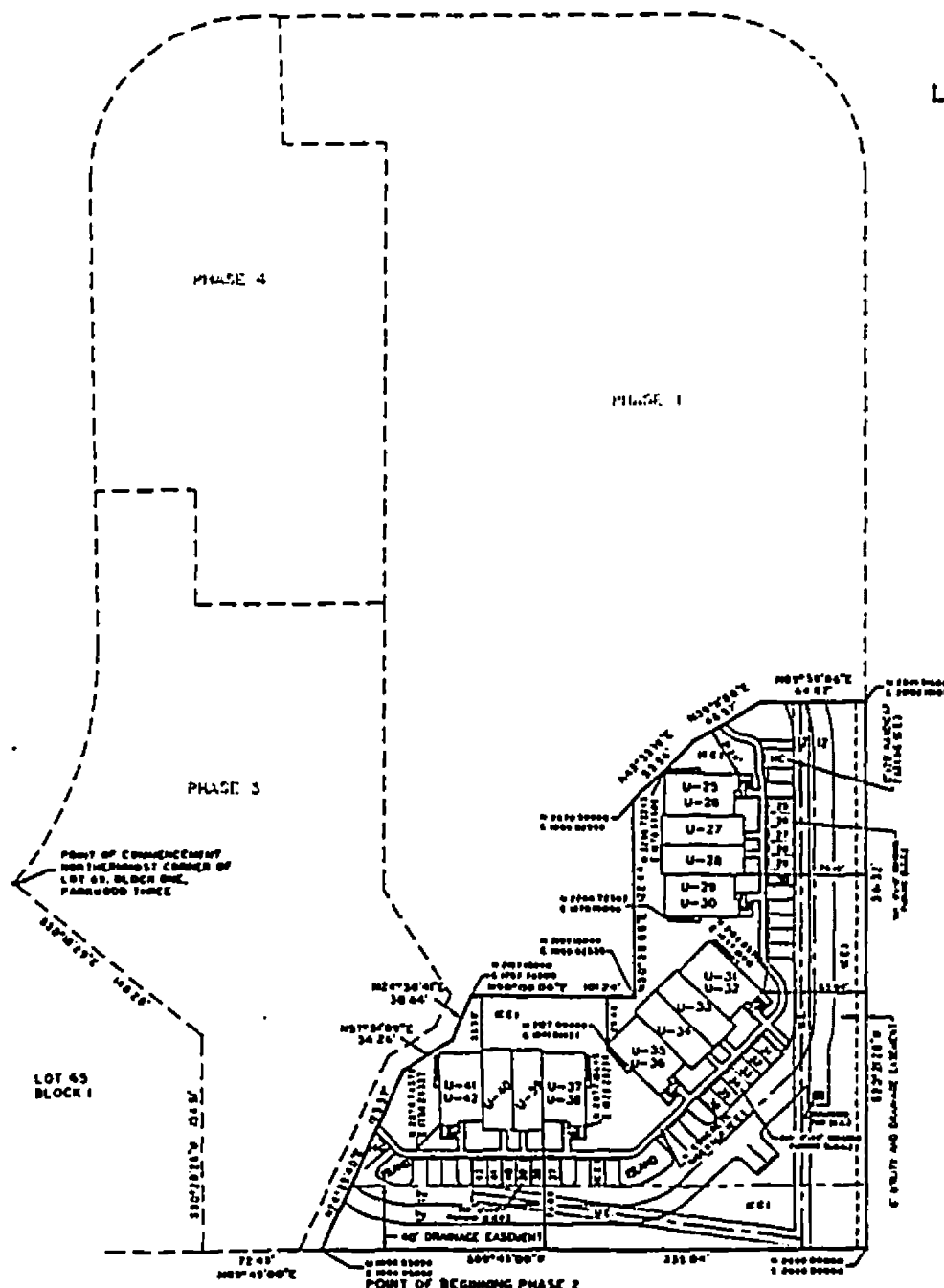
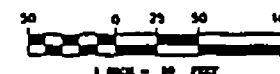


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SUNSET LAKES, A CONDOMINIUM LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

EXHIBIT "B"



LEGEND

C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 U.E. = UNITARY ELEMENT

ALL IMPROVEMENTS SHOWN HEREON ARE
 PROPOSED UNLESS NOTED OTHERWISE

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CB	DELTA
C-1	230.00'	141.28'	194.00'	N8°36'07"E	40°40'36"
C-2	100.00'	156.86'	141.27'	N44°34'57"E	89°52'27"
C-3	100.00'	156.31'	142.29'	S45°07'42"E	90°42'14"

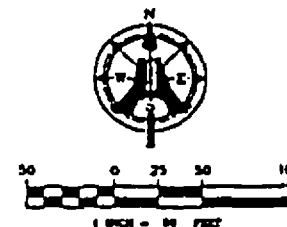
PLOT PLAN PHASE 2



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LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C-1	230.00'	61.28'	158.00'	N75°34'07"E	40°10'36"

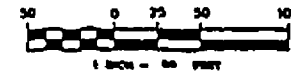
LEGEND
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
U.E. = UNIT ELEMENT

ALL IMPROVEMENTS SHOWN HEREON ARE
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AIM Engineering & Surveying, Inc.

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SUNSET LAKES, A CONDOMINIUM LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

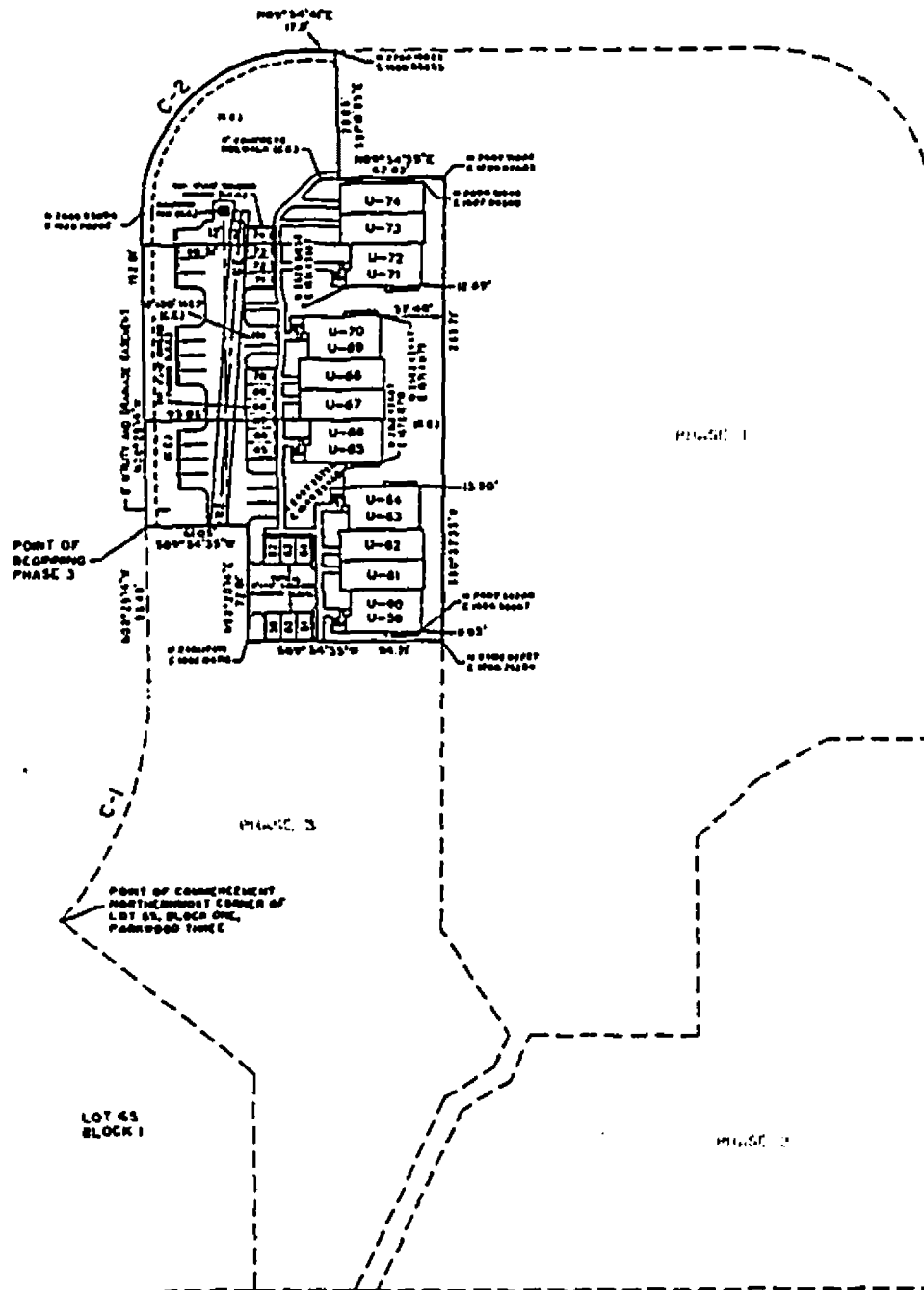


CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C-1	250.00'	141.20'	158.00'	N19°36'07"E	40°10'36"
C-2	100.00'	156.84'	141.27'	N44°34'31"E	89°58'21"

LEGEND

C.E. = CENTER ELEMENT
 L.C.E. = LOWER COMMON ELEMENT
 U.E. = UNIT ELEMENT
 H.E.P. = HANDICAP PARKING

ALL DIMENSIONS SHOWN HEREON ARE
 PROPOSED UNLESS NOTED OTHERWISE



PLOT PLAN PHASE 4



AIM Engineering & Surveying, Inc.

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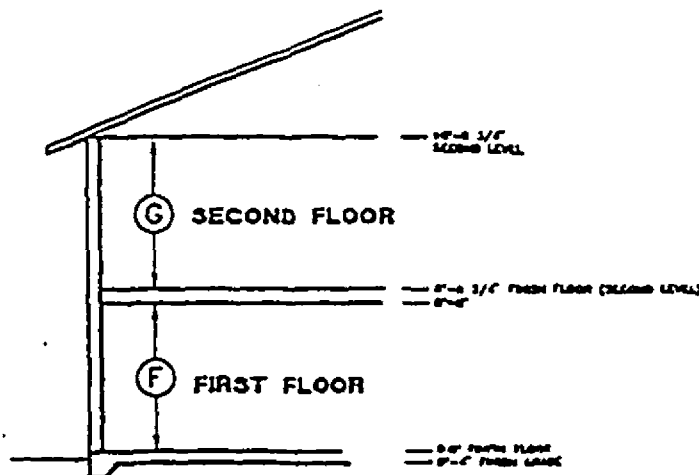
OR2698 PGO103

RECORD DIMENSIONS FOR IMPROVEMENTS				
UNIT / TYPE	H	I	J	K
3 / A				
4 / MA				
5 / A				
10 / MA				
15 / A				
16 / MA				
21 / A				
22 / MA				
27 / A				
28 / MA				
33 / A				
34 / MA				
39 / A				
40 / MA				
45 / A				
46 / MA				
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73 / A				
74 / MA				

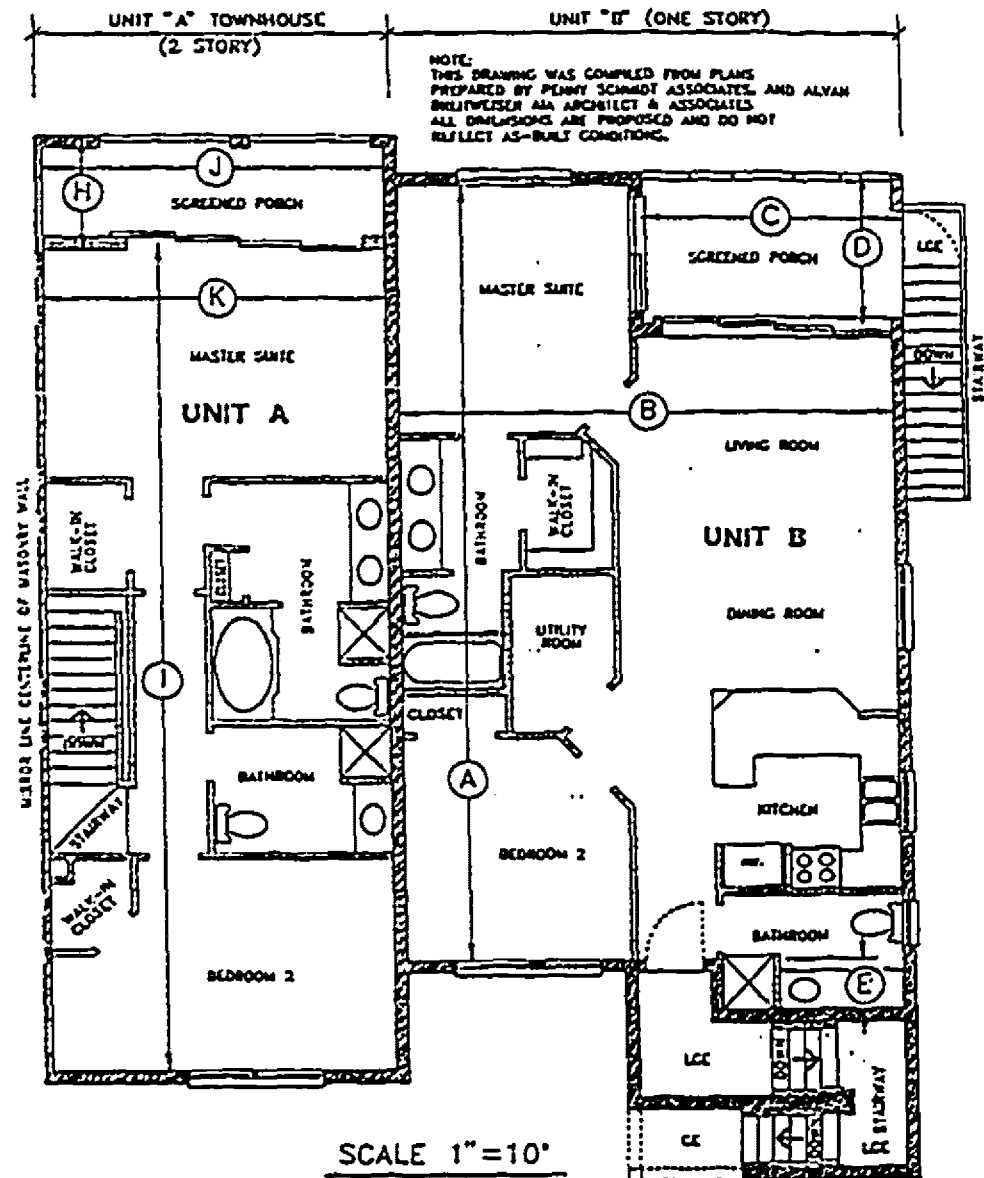
LEGEND

A = UNIT "A" TOWNHOUSE
 B = UNIT "B" SECOND FLOOR
 C = UNIT "C" FIRST FLOOR
 MA = MIRROR IMAGE OF UNIT "A" TOWNHOUSE
 MD = MIRROR IMAGE UNIT "B" SECOND FLOOR
 MC = MIRROR IMAGE UNIT "C" FIRST FLOOR

EXHIBIT "B"



TYPICAL BUILDING CROSS-SECTION



NO.	DATE	BY	DESCRIPTION
1	01/01/00	ALV	ISSUED FOR PERMIT
2	01/01/00	ALV	ISSUED FOR PERMIT
3	01/01/00	ALV	ISSUED FOR PERMIT
4	01/01/00	ALV	ISSUED FOR PERMIT
5	01/01/00	ALV	ISSUED FOR PERMIT
6	01/01/00	ALV	ISSUED FOR PERMIT
7	01/01/00	ALV	ISSUED FOR PERMIT
8	01/01/00	ALV	ISSUED FOR PERMIT
9	01/01/00	ALV	ISSUED FOR PERMIT
10	01/01/00	ALV	ISSUED FOR PERMIT

**SUNSET LAKE CONDOMINIUMS
 TYPICAL SECOND LEVEL PLAN**



AIM Engineering & Surveying, Inc.
 CIVIL • SANITARY • TRANSPORTATION • DEVELOPMENT • PROJECT MANAGEMENT
 3300 LEE BOULEVARD
 FORT MYERS, FLORIDA 33904
 Phone 941-333-4566
 Fax 941-333-4566

ARTICLES OF INCORPORATION
OF SUNSET LAKE CONDOMINIUM ASSOCIATION, INC.

FILED

96 MAR -4 AM 11:52

The undersigned incorporator and initial directors associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation is SUNSET LAKE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II
ADDRESS

The mailing address of this corporation is 904 Lee Boulevard, Suite 102-103, Lehigh FL 33936.

ARTICLE III
TERM

The corporation shall have perpetual existence.

ARTICLE IV
PURPOSE AND POWERS

Section 1. This corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act") for the operation of a condominium located in Lee County, Florida, and known as Sunset Lake Condominium. This entity shall also be the entity responsible for the maintenance of the stormwater management system for the Sunset Lake Condominium as permitted by the South Florida Water Management District.

Section 2. This corporation shall have all powers of a Florida corporation not-for-profit as provided by Florida law, the Act, the Declaration of Condominium of Sunset Lake Condominium and all exhibits thereto, and the Bylaws. These powers include, but are not limited to, the power to own and convey property; the power to operate and maintain the stormwater management system for the Sunset Lake Condominium as permitted by the South Florida Water

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Management District; the power to establish rules and regulations; the power to assess members and enforce said assessments; the power to sue; the power to contract for services and to provide services for operation and maintenance of the condominium, including employment of a management company; and all powers necessary to effectuate the purposes for which the Association is organized.

ARTICLE V
MEMBERS

The membership of the corporation shall include all unit owners in the Sunset Lake Condominium. The qualification of members of the corporation and the manner of their admission shall be as regulated by the Bylaws of the corporation.

ARTICLE VI
AGENT

The address of the initial registered office of this corporation for acceptance of service of process is 904 Lee Boulevard, Suite 102-103, Lehigh, Florida, 33936, and the name of the registered agent is Martina Jacob.

ARTICLE VII
DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

Ingrid Wittmann	904 Lee Boulevard, Suite 102-103 Lehigh FL 33936
Robert F. X. Schroll	904 Lee Boulevard, Suite 102-103 Lehigh FL 33936
Martina Jacob	904 Lee Boulevard, Suite 102-103 Lehigh FL 33936

ARTICLE VIII
ELECTION OF DIRECTORS

The method of election of Directors is set forth in the Bylaws.

ARTICLE IX
INDEMNITY

The corporation shall defend, hold harmless, and indemnify the directors, officers, members, employees, and agents of the corporation against all expenses and liabilities, including attorney's fees, costs, judgments, fines, and settlements reasonably incurred or imposed as a result of any proceeding or threatened proceeding to which such person may become involved by reason of serving or having served the corporation at the request of the corporation, provided the Board of Directors approves indemnification as being in the best interests of the corporation by a resolution setting forth the reasons for such approval, duly adopted and recorded in the minutes of the corporation. No indemnification shall be permitted where a court of competent jurisdiction decides the party seeking indemnification was guilty of willful malfeasance in the performance of such person's duties. This right to indemnification shall not be exclusive of any rights to which a person seeking indemnification might be entitled.

ARTICLE X

In the event the corporation is dissolved as provided in the Declaration of Condominium of Sunset Lake Condominium, as recorded in the Lee County Public Records, the property consisting of the stormwater management system will be conveyed and/or dedicated to a similar non-profit organization so as to assure continued maintenance thereof in perpetuity.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 29th day of February, 1996.

WITNESSES:

Mick James Regas
1st Witness

MICKI JAMES REGAS

Printed Name

Patricia A. Regas
2nd Witness

Patricia A. Regas

Printed Name

INCORPORATOR:

Ingrid Wittmann
Ingrid Wittmann

904 Lee Boulevard, Suite 102-103
Lehigh FL 33936

STATE OF Florida)
) SS
COUNTY OF Lee)

The foregoing instrument was acknowledged to before me this 29th day of February, 1996, by Ingrid Wittmann, who is personally known to me or has produced personally known to me as identification.

My Commission expires:

Mick James Regas
Signature of Notary Public

MICKI JAMES REGAS

Printed Name



MICKI JAMES REGAS
MY COMMISSION # 00226662 EXPIRES
October 13, 1996
BONDED THROUGH TROY FAN INSURANCE, INC

0R2698 PG0107

ACCEPTANCE OF REGISTERED AGENT

I, Martina Jacob, having been named as Registered Agent to accept service of process for Sunset Lake Condominium Association, Inc., a Florida corporation not-for-profit, at the place designated in these articles, agree to act in this capacity and to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Martina Jacob
Martina Jacob

Fort Myers, Florida

February 24, 1994.

FILED
96 MAR -1 11:52
TALLAHASSEE, FLORIDA

0R2698 PG0108

BYLAWS
OF
SUNSET LAKE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
IDENTITY

These are the Bylaws of SUNSET LAKE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not-for-profit organized under the laws of the State of Florida for the purpose of administering the condominium located in Lee County, Florida known as SUNSET LAKE, A CONDOMINIUM.

1.1 Principal office.

The principal office of the association shall be at 904 Lee Boulevard, Suite 102-103, Lehigh, Florida 33936, or at such other place as may be designated by the Board.

1.2 Fiscal year.

The fiscal year of the association shall be the calendar year.

1.3 Seal.

The seal of the association shall bear the name of the corporation, the word "Florida," the words "corporation not for profit" and the year of incorporation.

1.4 Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; the Declaration of Condominium for the condominium as the "Declaration"; "members" shall mean the unit owners; the Florida Condominium Act (Chapter 718) shall be referred to as the "Act"; and "Board" shall mean the Board of Directors of the Association. The other terms used in these Bylaws shall have the

EXHIBIT "D"

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same definitions and meaning as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

ARTICLE II
MEETINGS OF MEMBERS AND VOTING

2.1 Annual meeting.

The annual meeting of the members shall be held on the date and at the place and time as determined by the board from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. The purpose of the meeting shall be to elect the directors and to transact any other business authorized to be transacted by the members.

2.2 Special meetings.

Special meetings of the members shall be held at such places as are provided for annual meetings and may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from members holding at least ten (10%) percent of the voting interests. Requests for a meeting by the members shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice.

2.3 Notice of Members' Meetings.

Written notice, which notice must include an agenda, shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) consecutive days preceding the annual meeting. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or association property at which all notices of unit owners meetings shall be posted. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. When a unit is

owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter, as one (1) or more of the owners of the unit shall advise the Association in writing, or if no address is given or the owners of the unit do not agree, the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association's meeting, shall provide an affidavit or United States Postal Certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the last address furnished to the Association.

2.4 Notice of Meeting to Consider Excessive Budget.

If a budget adopted by the Board requires assessment against the members for any calendar year exceeding more than one hundred fifteen (115%) percent of the assessment for the preceding year, the Board, on written application of members holding not less than ten (10%) percent of the voting interests, shall call a special meeting of the members within not more than thirty (30) days and not less than fourteen (14) days after written notice to each member.

2.5 Notice of Meeting to Consider Recall of Directors.

A special meeting of the members to recall a Director may be called by members holding at least ten (10%) percent of the voting interests giving notice of the meeting as required for a special meeting of the members.

2.6 Meeting to Waive or Reduce Budget Reserves.

The membership of the Association may, by a majority vote at a duly called meeting of the Association, determine for a fiscal year to waive or reduce reserves. However, this provision shall not prohibit the Developer from voting its units to waive or reduce reserves for each of the first two years of operation of the Association in accordance with the Act.

2.7 Quorum.

A quorum of members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots may not be counted in determining a quorum.

2.8 Voting.

(a) Number of Votes.

In any meeting of members, the owners of units shall be entitled to cast one (1) vote for each unit owned. The vote of a condominium unit is not divisible.

(b) Majority Vote.

The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all members for all purposes unless the Florida Condominium Act (the "Act"), the Declaration, the Articles, or these Bylaws require a larger proportion of vote, in which case that larger proportion shall control.

2.9 Membership-designation of Voting Member.

Persons or entities shall become members of the Association on the acquisition of fee title to a unit in the condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a unit in the condominium. If an unit is owned by more than one (1) natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one (1) vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any person designated in a written certificate filed with the Secretary of the Association and signed by a president or vice president of a

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corporation or a partner of a partnership.

2.10 Proxies; Powers of Attorney.

Votes may be cast in person or, except for election of directors, by limited proxy. Each proxy shall set forth specifically the name of the person authorized to vote the proxy for him. Except as specifically otherwise provided herein, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserve, for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter for which the Act, requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this section, unit owners may vote in person at unit owner meetings. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items on which the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the member executing it. The proxy shall be signed by the member or members, (if more than

DR2698 PG0113

one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in Section 2.9 above, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the Secretary of the Association).

The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. A person holding a power-of-attorney from a member, properly executed and granting such authority, may vote on behalf of that member.

Pursuant to the authority granted in Section 718.112, Florida Statutes, the members may amend the provisions of this Section prohibiting the use of proxies in the election of Directors.

2.11 Adjourned Meeting.

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.12 Waiver of Notice.

Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.13 Action by Members Without a Meeting.

Members may take action by written agreement without a meeting, as long as written notice is given to the members in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the

members, or a larger proportion of the votes as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members. This provision shall not relieve the requirement of conducting an annual meeting every year to elect directors and to conduct any other business authorized by the members and the requirement of conducting a special meeting when considering an excessive budget and the requirement of conducting a meeting to waive or reduce budget reserves.

2.14 Minutes of Meetings.

The minutes of all meetings of members shall be kept in a book available for inspection by members or their authorized representatives, and Directors at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to secure copies of the minutes at their cost.

2.15 Order of Business.

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

- (a) Call to order
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he shall preside
- (c) Calling of the roll, certifying of proxies, determination of a quorum
- (d) Proof of notice of the meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers

- (g) Reports of committees
- (h) Appointment of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.16 Actions Specifically Requiring Unit Owner Votes.

The following actions require approval by the members and may not be taken by the board acting alone

(a) Amendments to the Declaration, except those made by the developer recording a certificate of surveyor and "as-built" drawings.

(b) Merger of two or more independent condominiums of single complex to form a single condominium.

(c) Purchase of land or recreation lease.

(d) Cancellation of certain grants or reservations made by the declaration, a lease or other document and any contract made by the association before the transfer of control of the association from the developer to members other than the developer.

(e) Exercise of Option to purchase recreational or other commonly used facilities lease.

(f) Providing no Reserves, or less than adequate reserves.

(g) Recall of directors.

(h) Other matters contained in the declaration , the articles or these Bylaws that specifically require a vote of the members.

2.17 Secret ballots, proxy.

Any vote to amend the declaration to change the proportions of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Members wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the secretary of the association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken the secretary will present the unopened envelopes to the inspectors of the election, who will then examine and verify the proxies separately from the secret ballots in a manner that will ensure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the members voting by proxy and announce the results.

2.18 Audio/Videotape. Any unit owner may tape or videotape a meeting of the unit owners.

2.19 Participation. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

ARTICLE III
DIRECTORS

3.1 Number and qualifications.

The affairs of the association shall be managed initially by a board of three (3) directors selected by the developer. When members other than the developer are entitled to elect a majority of the directors, the board shall be composed of any odd number of directors that the members may decide. The number of directors, however, shall never be less than three (3). Other than those selected by the developer, directors must be either members; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner, or beneficiaries of a trustee unit owner. No directors (except those selected by the developer) shall continue to serve on the board after he ceases to be a unit owner or a tenant residing in the condominium.

3.2 Election of Directors.

The members of the Board of Directors shall be elected by written ballot or voting machines. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters to each unit owner entitled to vote, a first notice of the date of the election.

Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger

than 8" X 11", which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper.

Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for reasons stated in Florida Statute 101.051, may obtain assistance in casting the ballot. Any unit owner violating this provision, may be fined by the Association in accordance with Florida Statute 718.303.

The regular election shall occur on the date of the annual meeting. Notwithstanding the above provisions, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist.

Notwithstanding the above, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures by amending these Bylaws, which vote may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

3.3 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until a successor is duly elected and qualified or until removed in the manner provided in Article 3.5 of these Bylaws.

3.4 Vacancies.

Except as to vacancies resulting from removal of directors by members and as provided below, vacancies in the board occurring between annual meetings of members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members; irrespective of the length of the remaining term of the vacating director. For vacancies resulting from reasons other than removal, if the director is one elected by non-developer unit owners, then non-developer directors shall appoint the interim replacement and if the director is one elected by the developer then developer directors shall appoint the interim replacement.

3.5 Removal.

Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of developer or non-developer members as set forth in Section 3.7 of these Bylaws. If a vacancy occurs on the board as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. Any vacancy on the board created by recall shall be filled at the same meeting in which the recall occurs.

If vacancies occur on the board as a result of a recall and a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules of the Florida Department of Business and Professional Regulation, Division of Florida Land Sales, Condominiums, and Mobile Homes in effect at the time such vacancies occur. If more than a single director is subject to recall, there shall be a separate vote on the question to remove each director.

3.6 Disqualification and resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any director elected by the members who is absent from more than three

082698 PG0120

(3) consecutive regular meetings of the board, unless excused by resolution of the board, shall be deemed to have resigned from the board automatically, effective when accepted by the board. Any director member more than sixty (60) days delinquent in the payment of an assessment shall be deemed to have resigned from the board, effective when the resignation is accepted by the board.

3.7 Directors elected by non-developer members.

When members other than the developer have elected directors to the board pursuant to the provisions of these Bylaws, vacancies on the board created by any reason, recall of directors, and elections, shall be subject to the following provisions:

Directors, other than those of the developer, shall be subject to recall by only unit owners other than the developer. Voting interests of the developer shall not vote in such recall. For the purposes of establishing a majority of members and for establishing a quorum of members, when voting on the recall of non-developer directors, only non-developer members shall be counted.

Directors elected or appointed by the developer shall be subject to recall only by the developer. Non-developer members shall not vote in such recall. For the purposes of establishing a majority of members and for establishing a quorum of members, when voting on the recall of directors of the developer, only voting interests of the developer may be counted.

Subject to the entitlement of representation on the board as set forth in these Bylaws, only the developer may vote to fill a vacancy on the board previously occupied by a board member elected or appointed by the developer, in which case a quorum for purposes of that vote shall consist of a majority of units owned by the developer.

Only unit owners other than the developer may vote to fill a vacancy on the board previously occupied by a board member elected or appointed by unit owners other than the developer, in which case a quorum for purposes of that vote shall consist of a majority of unit owners other than the developer.

3.8 Organizational meeting.

The organizational meeting of a newly elected board shall be held within ten (10) days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice, except notice to members required by 718.112 (2)(c), Florida Statutes.

3.9 Regular meetings.

The board may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days before the day named for the meeting with the notice of each meeting posted conspicuously and continuously on the condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.10 Special meetings.

Special meetings of the board may be called by the president and, in the absence of the president, by the vice president, and must be called by the secretary at the written request of a majority of the board. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three (3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously and continuously on the condominium property at least forty-eight (48) hours before the meeting, except in an emergency.

3.11 Notice.

All notices of Board meetings shall specifically incorporate an identification of agenda items. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules

regarding unit use, will be considered, shall be mailed or delivered to the unit owners not less than fourteen (14) days prior to the meeting, and posted conspicuously on the condominium property not less than fourteen(14) consecutive days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or Association property upon which all notices of the Board meetings shall be posted. If there is no condominium property or Association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.12 Quorum.

A quorum at the meeting of the directors shall consist of a majority of the entire board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board, except when approval by a greater number of Directors is required by the Declaration, the Articles, or by these Bylaws.

3.13 Adjourned meetings.

If there is less than a quorum present at any meeting of the board, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting which has been rescheduled upon proper notice, as originally called may be transacted.

3.14 No proxy.

There shall be no voting by proxy at any meeting of the board.

3.15 Joinder in meeting by approval of minutes.

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

3.16 Meeting open to members.

Meetings of the Board and any committee thereof at which a quorum of the members of that committee is present shall be open to all units owners. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Any unit owner may tape record or videotape meetings of the Board. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements.

3.17 Presiding officer.

The presiding officer at board meetings shall be the president or, in his absence, the Secretary, and in his absence, the directors present shall designate any other director present to preside.

3.18 Minutes of meetings.

The minutes of all meetings of the board shall be kept in a book available for inspection by members or their authorized representative and directors at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make written notations from the minutes.

3.19 Executive committee.

The board, by resolution, may appoint an executive committee to consist of three (3) or more members of the board. The executive committee shall have and may exercise all of the powers of the board in the management of the business and affairs of the condominium during the intervals between the meetings of the board insofar as may be permitted by law. The executive committee,

however, shall not have the power to: (a) determine the common expenses required for the operation of the condominium; (b) determine the assessments payable by the members to meet the common expenses of the condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the condominium property; (d) purchase, lease or otherwise acquire units in the condominium in the name of the association; (e) approve or recommend to members any actions or proposal required by the Act, the declaration, the articles or these Bylaws to be approved by members; or (f) fill vacancies on the board. Meetings of the executive committee shall be open to members.

3.20 Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.21 Order of business.

The order of business at meetings of directors shall be:

- (a) Calling of roll
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.22 Election of directors by members other than the developer.

DR2698 PG0125

(a) One third.

When members other than the developer own fifteen percent (15%) or more of the units in any one (1) condominium that will be operated ultimately by the association, they shall be entitled to elect no less than one-third (1/3) of the Directors.

(b) Majority.

Members other than the developer are entitled to elect not less than a majority of the directors at the earliest of:

(i) Three (3) years after fifty percent (50%) of the units that ultimately will be operated by the association have been conveyed to purchasers; or

(ii) Three (3) months after ninety percent (90%) of the units that ultimately will be operated by the association have been conveyed to purchasers; or

(iii) When all the units that ultimately will be operated by the association have been conveyed, 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; or

(iv) 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; and

(v) Seven (7) years after recordation of this Declaration creating the initial phase of the condominium.

(c) Developer director.

The developer is entitled to elect at least one (1) director as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units that ultimately will be operated by the association.

(d) Election.

Within seventy-five (75) days after members other than the developer are entitled to elect a director or directors, the association shall call, and give not less than sixty (60) days notice of an election for the board. The election shall proceed as provided in the Act. The notice may be given by any unit owner if the association fails to do so.

(e) Relinquishment of control.

At the time that members other than the developer elect a majority of the directors, the developer shall relinquish control of the Association and the members shall accept control. Simultaneously, or within ninety (90) days thereafter, the developer shall deliver to the association at the developer's expense, all property of the members and of the association held or controlled by the developer, including, but not limited to those items specified in the Act.

(f) Compelling compliance.

In any action brought to compel compliance with 718.301, Florida Statutes, regarding transfer of association control and election of directors by members other than the developer, the summary procedure provided for in 51.011, Florida Statutes, may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) Early transfer.

Nothing contained in this 3.21 shall be deemed to prevent the developer from transferring control of the association to members other than the developer before the occurrence of the events described in this section.

3.23 Failure to elect director quorum.

If the association or the board fails to fill vacancies on the board sufficient to constitute a quorum, any member, may apply to the circuit court within whose jurisdiction the condominium is situated for the appointment of a receiver to manage the affairs of the association, in the manner prescribed in the Florida

Condominium Act. If a receiver is appointed, the association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted board and shall serve until the association fills vacancies on the board sufficient to constitute a quorum.

ARTICLE IV
POWERS AND DUTIES OF THE BOARD

The board shall have all of the powers and duties authorized under the Act, the declaration, the articles, and these Bylaws which shall be exercised exclusively by the board, or its duly authorized agents, contractors or employees, subject only to the approval by members when that approval is specifically required. The powers and duties of the board shall include, but shall not be limited to, the following:

4.1 Manage the condominium property.

4.2 Contract, sue or be sued.

After control of the association is obtained by members other than the developer, the association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all members concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the association may have shall not begin to run until the members have elected a majority of the directors.

4.3 Rights of access to units.

The association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4 Make and collect assessments.

4.5 Lease and maintain the common elements.

4.6 Assert and foreclose liens for unpaid assessments.

The association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Purchase units.

In addition to its rights to purchase units at a lien foreclosure sale, the association generally has the power to purchase units in the condominium and to acquire, hold, lease, mortgage and convey them.

4.8 Modify easements.

The association, without the joinder of any member, may modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the condominium property.

4.9 Purchase land or recreation lease.

Any land or recreation lease may be purchased by the Association on the approval of the owners of seventy-five (75%) percent of the units in the condominium.

4.10 Acquire use interest in recreational facilities.

The association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the condominium property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the members and (b) if they exist or are created at the time the declaration was recorded, they are fully stated and described in the declaration.

4.11 Authorize certain amendments.

If there is an omission or error in the declaration or other

DR2698 PG0129

document required by law to establish the condominium, an amendment to the declaration correcting that error may be approved as provided in 18.3 of the Declaration. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of members, unless the affected members consent in writing.

4.12 Adopt rules and regulations.

The board may adopt reasonable rules and regulations for the use of the common elements, common areas and recreational facilities serving the condominium. The Board may enforce rules and regulations by all means authorized by the Act, including the imposition of reasonable fines against members.

4.13 Maintain accounting records.

4.14 Obtain insurance.

The association shall use its best efforts to obtain and maintain adequate insurance to protect the association and the common elements.

4.15 Furnish annual financial reports to members.

4.16 Give notice of liability exposure.

If the association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all members, who shall have the right to intervene and defend.

4.17 Provide certificates of unpaid assessment.

Any member, mortgagee or other record lienholder has the right to require from the association a certificate showing the amount of unpaid assessments respecting the members's condominium parcel.

4.18 Pay the annual fees due to the State of Florida.

4.19 Maintain records of members and tenants.

4.20 Contract for management of the condominium.

4.21 Pay taxes or assessments against the condominium.

4.22 Pay costs of utilities services.

4.23 Employ personnel.

The association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and may retain those professional services that are required for those purposes.

4.24 Levy fines.

The Association may levy reasonable fines against a unit for failure of the unit owner, or any occupant, licensee or invitee, to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association. No fine shall become a lien against a unit. No fine may exceed One Hundred and No/100 (\$100.00) Dollars, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, occupant, licensee or invitee. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen days. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the declaration, Bylaws or association rules which have allegedly been violated; and a short and plain statement of the matters asserted by the association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this section regarding fines shall not apply to unoccupied units.

4.25 Authorize private use of the common elements.

The board may authorize members or others to use portions of

the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges maybe imposed.

4.26 Repair or reconstruct improvements to the common elements.

ARTICLE V OFFICERS

5.1 Executive officers.

The executive officers of the association shall be president, who shall be a director, a secretary, and a treasurer. The officers shall be elected annually by the board and may be removed without cause at any meeting by a vote of a majority of all of the directors. A person may hold more than one office except that the president may not also be the secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office.

The board from time to time shall elect other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the association.

5.2 President.

The president shall be the chief executive officer of the association, with all of the powers and duties that usually are vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the association. The president shall preside at all meetings of the board.

5.3 Secretary.

The Secretary shall keep the minutes of all proceedings of the directors and the members; attend to the serving of all notices to the members and directors and other notices required by law; have custody of the seal of the association and shall affix it to

instruments requiring the seal when duly signed; keep the records of the association, except those of the Treasurer; and perform all other duties incident to the office of the Secretary of an association and as maybe required by the directors or the President.

5.4 Treasurer.

The Treasurer shall have custody of all property of the association, including funds, securities and evidences of indebtedness; keep books of account for the association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board for examination at reasonable times; submit a Treasurer's report to the board at reasonable intervals; and perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the association in such depositories as may be designated by a majority of the board.

5.5 Compensation.

The compensation, if any, of all officers and other 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 or preclude the contracting with a Director for the management of the condominium.

ARTICLE VI FISCAL MANAGEMENT

6.1 Board adoption of budget.

The board shall adopt a budget for the common expenses of the association in advance of each fiscal year at a special meeting of the board called for that purpose by least forty-five (45) days before the end of each fiscal year.

6.2 Budget requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The proposed annual budget shall include all line item categories required by the Act.

6.3 Notice of budget meeting.

The board shall mail a meeting notice and copies of the proposed annual budget to the members not less than thirty (30) days before the meeting at which the budget will be considered. The meeting shall be open to all the members.

6.4 Member rejection of excessive budget.

If a budget adopted by the board requires assessment against the members in any fiscal year exceeding one hundred fifteen (115%) percent of the assessment for the previous year, the board, on written application of members holding at least ten (10%) percent of the voting interests, shall call a special meeting of the members within thirty (30) days as above provided in 2.4. At the special meeting, members shall consider and enact a budget by not less than a majority vote of all members. Provisions for reasonable reserves for repair or replacement of the condominium property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in the previous year.

6.5 Alternative budget adoption by members.

At its option, for any fiscal year, the board may propose a budget to the members at a meeting of members or in writing. If the proposed budget is approved by the members at the meeting or by a majority of all members in writing, the budget shall be adopted.

6.6 Budget for Separate Limited Common Elements.

If the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided in Section 718.113(1), Florida Statutes, the budget or a schedule thereto shall show amounts budgeted therefore.

6.7 Budget restraints on developer.

As long as the developer is in control of the board, the board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the previous year's assessment without approval of a majority of all members.

6.8 Accounting records and reports.

The association shall maintain accounting records in the county which the condominium is located, according to good accounting practices. The records shall be open to inspection by members or their authorized representatives at reasonable times. The records shall include, but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within sixty (60) days after the end of each fiscal year, the board shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

6.9 Depository.

The depository of the association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the board and in which the money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors.

6.10 Fidelity bonding.

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this 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 the Association's

annual gross receipts do not exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars, the bond shall be in the principal sum of not less the Ten Thousand and No/100 (\$10,000.00) Dollars, but do not exceed Three Hundred Thousand and No/100 (\$300,000.00) Dollars for each such person. If an Association's annual gross receipts exceed Three Hundred Thousand and No/100 (\$300,000.00) Dollars, the bond shall be in the principal sum of not less than Fifty Thousand and No/100 (\$50,000.00) Dollars for each person. The Association shall bear the cost of bonding as an expense of the Association.

6.11 Annual selection of income reporting method.

The board shall make a determination annually, based on competent advice, the method for reporting association's income to the Internal Revenue Service, according to which method of reporting shall best serve the interests of the association for the reporting period under consideration.

ARTICLE VII
ASSESSMENTS AND COLLECTION

7.1 Assessments, generally.

Assessments shall be made against the members monthly. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against members in the proportions provided in the declaration. Members' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

7.2 Emergency assessments.

Assessments for common expenses of emergencies that cannot be paid from the annual assessment for common expenses shall be made by the board thirty (30) days after written notice to the members. These assessments shall be in the same proportions as their ownership interest in the common elements.

7.3 Assessment for charges.

Charges by the Association against members for other than common expenses shall be payable in advance. Charges for other than the common expenses may be made only after approval of the member to be charged or when expressly provided for in the declaration or other condominium documents. These charges may include, without limitation, charges for the use of the condominium property or recreational area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

7.4 Liability for assessments.

Each member regardless of how title is acquired, shall be liable for all assessments coming due during the term of ownership. The member and any grantee of the member in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the voluntary conveyance. A first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall be responsible for unpaid assessments as provided in Section 718.116, Florida Statutes, as in effect on the date the Declaration of Condominium is recorded. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of the unit for which the assessments are made.

7.5 Assessments, amended budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, application of payment.

Assessments and installments on them, if not paid within ten (10) days after the date due, shall bear interest at the rate of eighteen (18%) percent per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment.

The association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording of a claim of lien in the public records in the county in which the condominium parcel is located for a period of one (1) year, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien includes those assessments that are due at the time the lien is recorded and all unpaid assessments, interest, costs and attorney's fees which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the condominium parcel recorded before it.

7.8 Collection: suit, notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The association shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the member or by certified mail, return receipt requested, addressed to the member.

ARTICLE VIII
ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and reasonable, cancellation.

Any contract made by the association before the members assume control from the developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the association or property serving the members, made by the association, whether before or after assumption of control of the association by the members, must not be in conflict with the powers and duties of the association or the rights of the members. Contracts made by the association before the members assume control may be canceled by the members after assumption of control in the manner and under the circumstances as provided in the Act.

Pursuant to Florida Statute 718.3026, the Association opts out of any statutory requirement of competitive bidding for products and services.

8.2 Vending equipment.

The developer may obligate the association under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by members other than the developer if the vending equipment leases or agreements contain certain provisions as described by the Act.

8.3 Escalation clauses prohibited.

No management contract entered into by the association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Maintenance and management contracts.

Written contracts for operation, maintenance, and management entered into by the association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- (a) Specification of the services, obligations and responsibilities of the service provider.
- (b) Specification of costs for the services performed.

- (c) An indication of frequency of performance of services.
- (d) Specification of minimum number of personnel to provide the services contracted for.
- (e) The disclosure of any financial or ownership interest that the developer has in the current service provider, if the developer is in control of the association.

ARTICLE IX
ROSTER OF MEMBERS AND MORTGAGERS

9.1 Rosters.

Each member shall file with the association a copy of the deed or other instrument showing such member's ownership of a unit, together with a copy of any mortgage on the unit and any satisfaction of that mortgage. The association shall maintain those documents in a suitable binder for reference for reference as required in the exercise of its powers and duties.

ARTICLE X
COMPLIANCE AND DEFAULT

10.1 Violations, notice, actions.

In the case of a violation (other than nonpayment of an assessment) by a member of any of the provisions of the Act, the declaration, the articles, these Bylaws or any lawfully adopted rules and regulations, the association by direction of its board may transmit to the member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the association shall have the right to treat the violation as an intentional and material breach of the provisions cited in the notice. It then, at its option, may take any or all of the following actions:

- (a) Impose a fine against the offending unit owner(s) in

accordance with the provisions of the Act;

- (b) File an action to recover for its damages on behalf of the association or on behalf of the other members.
- (c) File an action for injunctive relief requiring the offending member to take or desist from taking certain actions.
- (d) File an action for both damages and injunctive relief.

A member may bring an action against the association for damages, injunctive relief, or both, if the association fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws or the rules and regulations.

10.2 Attorneys' fees.

In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorney's fees.

10.3 No waiver of rights.

Neither a member nor the association may waive a provision of the Act if that waiver would adversely affect the rights of a member of the purposes of the provision, except that members or directors may waive notice of specific meetings in writing.

ARTICLE XI

ARBITRATION OF INTERNAL DISPUTES

11.1 Arbitration.

Internal disputes arising from the operation of the condominium among members, the association, their agents and assigns shall, where appropriate, be submitted to mandatory non-binding arbitration as provided in the Act. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums

pursuant to 718.1255, Florida Statutes.

ARTICLE XII
LIABILITY SURVIVES MEMBERSHIP TERMINATION

12.1 Liability.

Termination of membership in the association shall not relieve or release a former member from liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the association may have against the former member arising out of such membership and the covenants and obligations in respect to that membership.

ARTICLE XIII
LIMITATIONS OF LIABILITY FOR USE OF COMMON ELEMENTS

13.1 Limitations. Each member may be personally liable for the acts or omissions of the association relating to the use of the common elements. That liability shall be shared with other members in the same proportions as their respective interests in the common elements. No individual member's liability shall exceed the value of such member's unit.

ARTICLE XIV
RULES AND REGULATIONS

14.1 Board may adopt.

The board may adopt and amend, from time to time, reasonable rules and regulations governing the conduct of meetings of the board and the members of the association, and the use and operation of the common elements serving the condominium.

14.2 Posting and furnishing copies.

A copy of the rules and regulations adopted from time to time by the board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the condominium property

and a copy furnished to each member. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule or regulation or amendment shall become effective immediately on posting.

14.3 Limitations on authority.

The board may not unreasonably restrict the right of any member to peaceably assemble or to invite public officers or candidates for public office to appear and speak in common elements, common areas, and recreational facilities. The board may not deny any resident of the condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

14.4 Reasonableness test.

Any rule or regulation created and imposed by the board must be reasonably related to the promotion of the health, happiness and comfort of the members and shall be uniformly applied and enforced.

ARTICLE XV

RESTRICTIONS ON USE, MAINTENANCE AND APPEARANCE OF UNITS

15.1 Where contained.

Restrictions on the use, maintenance and appearance of the individual condominium units shall be stated in the declaration and/or the rules and regulations, and no amendments or additions shall be contained elsewhere.

15.2 Tests for validity of restrictions.

Restrictions contained in the declaration and/or the rules and regulations, and any duly adopted amendments shall be valid and in

the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVI
PRIORITIES IN CASE OF CONFLICTS

16.1 Priorities.

In the event of a conflict between or among the provisions of any of the following, the order of priority shall be from the highest priority to the lowest as follows:

- (a) The Act
- (b) The Declaration
- (c) The Articles
- (d) The Bylaws
- (e) The Rules and Regulations

ARTICLE XVII
INDEMNIFICATION

17.1 Indemnification.

Every person serving as an officer or director of the association shall be indemnified by the association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with any proceedings to which such person may be a party, or in which such person may become involved by reason of being or having been an officer or director of the association, whether or not such person is an officer or director at the time expenses are incurred. Any person serving as an officer or director shall not be indemnified if such person is

adjudged guilty of gross negligence or willful misconduct or is adjudged to have breached their fiduciary duty to the members of the association. The association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the officer or director may be entitled.

ARTICLE XVIII
DEFECTIVE CONDOMINIUM DOCUMENTS, CURATIVE PROVISIONS

18.1 Curative Provisions.

The association or a member may petition the circuit court having jurisdiction in the county where the condominium is located to correct an error or omission in the declaration or any other documents required to establish the condominium and affecting its valid existence. After three (3) years from the recording of the declaration and other documents, they shall be deemed to be effective under the Act to create a condominium as of the date the declaration was recorded, whether in fact the documents substantially comply with the mandatory requirements of law.

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ARTICLE XIX
AMENDMENTS

19.1 Amendments.

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

19.2 Notice.

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

19.3 Adoption.

An amendment may be proposed either by a majority of the board

or by members holding not less than ten (10%) percent of the voting interests. The amendment shall be adopted if it is approved either by: (a) two-thirds (2/3) of the Board, or (b) by the members holding not less than eighty (80%) percent of the voting interests.

19.4 Limitation.

No amendment shall be made that is in conflict with the Act or the declaration or the articles, nor shall any amendment abridge, alter or amend the rights of the developer or the mortgagees of units without their consent.

19.5 Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate shall be executed by the president and attested by the secretary of the association with the formalities required for a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the condominium is located.

19.6 Format.

Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."

19.7 Amendment by Implication.

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent and in compliance with the provisions of the Act, as it may from time to time be amended.

ARTICLE XX
CONSTRUCTION

20.01 Construction.

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of Sunset Lake Condominium Association, Inc., on the 15th day of April, 1996.

ATTEST:

Marshall Jacob
Secretary

SUNSET LAKE CONDOMINIUM
ASSOCIATION, INC.

By: Jelgrid Wittmann
President TREASURER

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SUNSET LAKE, A CONDOMINIUM

RULES AND REGULATIONS

These Rules and Regulations hereinafter enumerated apply to the condominium property, the common elements, the condominium units and the condominium in general, shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners (the "members"). The members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by fine, injunction, or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto.

The Board of Directors may from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

EXHIBIT "F"

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THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS.

1.1 The Preamble set forth above is incorporated herein by reference.

1.2 Violations should be reported to the Board of Directors in writing.

1.3 Violations will be called to the attention of the violating owner by the Board of Directors.

1.4 Disagreements concerning violations will be presented to and judged by the Board of Directors who shall have the power to take appropriate action, including any action or actions authorized by the condominium documents and/or Florida law.

1.5 These rules shall apply to all members, their families, guests, tenants and invitees. Members shall be responsible for all violations by persons on the condominium properly by permission or invitation of the member and all damages resulting from such violation.

2. FACILITIES. The facilities of the condominium are for the exclusive use of the members, their guests and invitees accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or guests shall be repaired at the expense of the Association member responsible for such resident or guest.

3. NOISE. Radio, hi-fi, and television sets are to be turned down to a minimum volume between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary and unreasonable noises between these hours are prohibited.

4. PETS.

4.1 No pet shall be allowed to commit a nuisance in any common elements or unreasonably disturb other residents.

4.2 All pets must be restrained and kept on a leash when on the common elements. All pet owners are responsible for cleaning up after their pets.

4.3 Pets are permitted, including dogs, up to twenty (20) pounds.

5. OBSTRUCTIONS.

5.1 Sidewalks, entrances, and stairways must be kept open and shall not be obstructed in any manner.

5.2 No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval.

5.3 No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN. Unit owners and their tenants and guests shall exercise reasonable supervision over children on the condominium grounds.

7. DESTRUCTION OF PROPERTY. Members shall not mark, mar, damage, destroy, deface, or engrave any part of the common elements.

8. EXTERIOR APPEARANCE.

8.1 The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

8.2 No awnings, window guards, light reflective materials, ventilators, fans, or air conditioning devices shall be used in or about the condominium excepts as shall have been approved by the Association, which approval may be withheld on purely aesthetic

OR2698 P60150

grounds within the sole discretion of the Association. Unit owners may install hurricane shutters in conformance with the hurricane shutter specifications to be adopted by the Board, which specifications specifically shall include color, style, and other factors deemed relevant by the Board.

9. CLEANLINESS. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with the regulations of the Association.

10. BALCONIES.

10.1 Plants, pots, or receptacles and other movable objects shall not be kept, placed or maintained on ledges, balcony railings, or outside window sills. No objects shall be hung outside window sills. No objects shall be hung outside of balconies or windows.

10.2 No cloth, clothing, rugs, or mops shall be hung up or shaken from windows, doors or balconies.

10.3 All loose or movable objects shall be removed from balconies during the hurricane season.

10.4 No object shall be thrown from any balcony.

11. STAIRWAYS. Garbage cans, laundry, dry cleaning, supplies, or other articles shall not be placed in any staircase landings.

12. DOOR LOCKS. Members must abide by the Sections of the Declaration of Condominium pertaining to easements for maintenance, repair and replacement, which allows the Association access through the units and common elements for maintenance, repair and replacement. Such access is to be only during reasonable hours except that access may be had at any time in case of an emergency.

13. PLUMBING. Plumbing facilities shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be

thrown therein.

14. ROOF. Members are not permitted on the roof for any purposes.

15. SOLICITATION. There shall be no solicitation by any person anywhere in the condominium for any cause, charity or other purpose whatsoever, unless specifically authorized by the Association.

16. PARKING.

16.1 No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space.

16.2 All persons shall obey parking regulations posted at the streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience.

16.3 No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours unless fully enclosed within the garage, and no repair of vehicles shall be made within the condominium property unless fully enclosed within the garage.

16.4 Guest parking spaces may be used by guests on a temporary first come basis

17. HURRICANE PREPARATIONS. Any member absent from the condominium during hurricane season shall designate a person to care for such member's unit in the event of hurricane and notify the Association of the person's name and address.

18. TENANTS.

A. Notification: Unit owners must notify the Association in advance of the name and term of occupancy of any tenant. Only entire units may be leased.

B. Unit Owner Responsibility for Tenant Compliance: A unit owner is responsible for the tenant's compliance with the

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**SUNSET LAKE, A CONDOMINIUM
SCHEDULE OF SHARES**

Phase 1 - 24 Units:

Townhouse Unit (Model A):	5.4779020234 ownership interest
Condo Unit (Models A & B):	3.5110489883% ownership interest

Phases 1 and 2 - 42 Units:

Townhouse Unit (Model A):	3.130229727674% ownership interest
Condo Unit (Models B & C):	2.006313707592% ownership interest

Phases 1,2, & 3 - 58 Units:

Townhouse Unit (Model A):	2.2545% ownership interest
Condo Unit (Models B & C):	1.4450% ownership interest

Phases 1,2,3, & 4 - 74 Units:

Townhouse Unit (Model A):	1.761633632% ownership interest
Condo Unit (Models B & C):	1.129115116% ownership interest

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covenants and requirements of the condominium documents and rules and regulations. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the condominium and must and shall be deemed to provide that a violation of the documents is a breach and event of default of the lease and grounds for termination and eviction and that the lessee(s) and the owner agree that the Association may proceed directly against such lessee(s) and that the prevailing party shall be responsible for the other party's costs and expenses, including attorneys' fees, at all arbitration, trial, and appellate levels. If the Association is the prevailing party and such costs and expenses are not immediately paid by the lessee(s), the unit owner shall pay them. Each unit owner, by acceptance of the deed to a unit and by the terms of this Declaration, appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. Copies of the condominium documents and rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term.

C. Minimum Leasing Period: The minimum leasing period is thirty (30) days.

19. POOL. Any liquid refreshments consumed near pool area shall be in paper or plastic containers. No glass containers of any kind shall be permitted near the pool area. Unit owners and their tenants and/or guests are responsible for supervising children in and around the pool.

20. LAKE. The lake located on the condominium site is for surface water management and aesthetic purposes only. Children are not permitted to play in the vicinity of the lake. Entry into the lake is prohibited. Unit owners and their tenants and/or guests are responsible for supervising children and keeping children away from the lake.

Adopted by the Board of Directors of SUNSET LAKE CONDOMINIUM ASSOCIATION, INC., at Lehigh, Lee County, Florida this 3rd day of April, 1996.