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OFF REC 1317 PC2098

DECLARATION OF CONDOMINIUMFORVERSATILES, A CONDOMINIUM

SUN COUNTRY DEVELOPMENT, INC.  
a Florida Corporation.

Developers  
1301 S.E. 47th Terrace  
Cape Coral, Florida 33904

TO THE HONORABLE CLERK OF  
THE CIRCUIT COURT IN AND FOR  
THE COUNTY OF CAPE CORAL, FLORIDA

HARVEY ROLLINGS  
ATTORNEY AT LAW  
SOL. FRANK  
PROFESSIONAL BLDG.  
4121 DEL PRADO BLVD.  
CAPE CORAL, FLORIDA  
33904

This instrument prepared by  
HARVEY ROLLINGS, Attorney  
Del Prado Professional Bldg.  
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Cape Coral, FL 33904

OFF REC 1317 R2099

DECLARATION OF CONDOMINIUMFORVERSAILLES, A CONDOMINIUM

Declaration for the creation of a condominium pursuant to the Condominium Act, Chapter 718, Florida Statutes.

MADE THIS 14 day of November, 1978, by the undersigned Developer, for itself, its successors, grantees and assigns.

ARTICLE IPURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called the Condominium Act.

1. NAME AND ADDRESS: The name by which this condominium is to be identified is VERSAILLES, a condominium, and its address is

2. THE LAND: The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership are the lands lying in Lee County, Florida, and described and set forth in Exhibit "A" hereto, which lands are herein called "the land".

ARTICLE II

The terms used in this Declaration and in its exhibits shall have the meaning stated in the Condominium Act (§718.103 FLA. STAT.) and as follows unless the context otherwise requires:

1. ASSESSMENT: A share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

2. ASSOCIATION: The entity responsible for the operation of a condominium, which is VERSAILLES CONDOMINIUM ASSOCIATION, INC., an incorporated association, its successors and assigns.

3. BOARD OF ADMINISTRATION: The Board of Directors or other representative body responsible for administration of the association.

4. BY-LAWS: The By-Laws for the government of the condominium as they exist from time to time of the association.

5. COMMON ELEMENTS: The portions of the condominium property not included in the units, and shall include the following:

- A. The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.
- B. All parts of the improvements which are not included within the units.
- C. Easements, through units for conduits, ducts plumbing, wiring and other facilities for the furnishing of utility service to units and to common elements.

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D. An easement of support in every portion of a unit which contribute to the support of a building.

E. Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

F. The property, including personal property and fixtures, and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

6. COMMON EXPENSES: All expenses and assessments properly incurred by the association for the condominium.

7. 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 common expenses.

8. CONDOMINIUM: The form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

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

10. CONDOMINIUM PROPERTY: The lands and leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

11. DECLARATION OR DECLARATION OF CONDOMINIUM: Means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

12. DEVELOPER: Means any person who creates a condominium, or who offers condominium parcels for sale or lease in the ordinary course of business, except that the term developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interest for assignment, when they have acquired or leased the units for their own occupancy.

13. LIMITED COMMON ELEMENTS: Means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units as specified in the Declaration of Condominium.

14. OPERATION: Or "Operation of the condominium," means and includes the administration and management of the condominium property.

15. UNIT: A part of the condominium property which is to be subject to exclusive ownership, as designated on the exhibits. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

16. UNIT OWNER: Or owner of a unit means the owner of a condominium parcel.

17. RESIDENTIAL CONDOMINIUM: A condominium consisting of condominium units, all of which are intended for use as a private temporary or permanent residence.

18. CONSPICUOUS TYPE: Type in capital letters no smaller than the largest type on the page on which it appears.

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6101 201 PRADO BLVD.  
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ARTICLE IIIDEVELOPMENT PLAN

1. SURVEY: A survey of the land is attached as Exhibit "B" hereto.

2. PLANS: A graphic description of the improvements demonstrating the land shall consist of Fourteen (14) units, which are constructed substantially in accordance with the plans and specifications showing the common elements and each unit and their relative locations, and approximate dimensions and elevations, which plans are attached hereto as Exhibit "C" and "C-1".

3. AMENDMENT OF PLANS: Developers reserve the right to change the interior design and arrangement of all units, to alter the boundaries between units, as long as the Developers own the units so altered, to increase or decrease the number of units and to alter the boundaries of the common elements so long as the Developers own the units abutting said common elements. Any change in the number of units or the boundaries of the common elements shall be reflected by an amendment of this Declaration which need only be signed and acknowledged by the Developers and not by the association, or unit owners of the condominium, whether or not elsewhere required for an Amendment, provided that nothing herein contained shall authorize the Developers to make any changes in units for which Contracts of Sale have been executed that would materially lessen the total square footage of such unit or materially vary the location of such unit, without the written consent of the prospective purchaser of such unit.

4. EASEMENTS:

A. RIGHTS-OF-WAY AND RIGHTS OF USE AND ENJOYMENT: Easements have been and may be further reserved through the condominium property as were or may be required for utility services in order to serve the condominium adequately.

B. ENCROACHMENTS: If any portion of a condominium unit or common element encroaches upon another, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event any unit is partially or totally destroyed, and then rebuilt, encroachments on parts of the "common elements" or "condominium units" as afore-described, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

C. TRAFFIC: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, parking lots, halls, and other portions of the common elements as may from time to time be paved or intended for such purposes and such easement shall be for the use and benefit of the unit owners, whose employed by them for services, and those claiming by, through or under the aforesaid.

5. UNIT BOUNDARIES: The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "unit," nor shall the owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective "unit," which are utilized for or serve more than one "unit," which items are by these presents hereby made a part of the "common elements." The unit owner shall not be deemed to own any outside walkways which facilitate pedestrian traffic flow from one unit to another. Said owner, however, shall be deemed to own the halls and partitions which are contained in said owner's respective "unit," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, wallpaper, etc. The patios which are accessible only from the individual units shall be owned in their entirety by the respective unit owner. The unit owner shall be deemed to own all doors and windows affixed to his individual unit.

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6. COMMON ELEMENTS, COMMON SURPLUS AND COMMON EXPENSES: The owner of each unit shall own an undivided share of the common elements, an undivided interest in the common surplus, if any, and the share of the common expenses of the condominium property all in the proportion set forth in Exhibit "B" attached hereto.

#### ARTICLE IV

##### THE UNITS

1. NUMBER OF UNITS: There shall be Fourteen (14) units as set forth in the plans.

2. UNIT NUMBERS: Each apartment is identified by the use of a numbering system in accordance with the schedules attached as Exhibits "C" and "C-1".

#### ARTICLE V

##### MAINTENANCE, ALTERATION AND IMPROVEMENT

1. BY THE ASSOCIATION: The association shall maintain, repair, and replace as a common expense the following:

A. All portions of the condominium property including, but not limited to, the portions of a unit contributing to the support of the building, the outside walls, all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load bearing columns and load bearing walls, but excluding the interior surface of a unit.

B. All conduits, ducts, plumbing, wiring, and other facilities for the furnishings of utility services contained in the portions of a unit that service part or parts of the condominium other than the unit within which contained.

C. The common elements and limited common elements.

D. Any incidental damage caused to a unit as a result of work ordered by the association.

2. BY THE UNIT OWNERS: The responsibility of the unit owner for maintenance, repair and replacement at his own expense shall be as follows:

A. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the association. Included within the responsibility of the unit owner shall be windows, screens, and doors opening into or onto his unit. Such shall be done without disturbing the rights of other unit owners.

B. Repairs to the patio which are accessible only from an individual unit, if any, shall be done by the respective unit owner in such manner as not to change its original appearance, and shall be merely for the purpose of restoring said original appearance. The unit owner shall not change the appearance of any portion of the exterior of a building.

C. To promptly report to the association any defect or need for repairs for which the association is responsible.

D. No unit owner shall make any alterations in the portions of the improvements of this condominium which are to be maintained by the association or remove any portion thereof, or make any additions thereto, do any work which would jeopardize the safety or soundness of the building or impair any easement.

3. ALTERATION AND IMPROVEMENT: The Developers reserve the right to make any alteration or further improvements of the common elements or in portions of units or buildings that are being maintained by the association until the completion of VERSAILLES CONDOMINIUM. Neither a unit owner nor the association shall make any alteration or further improvements of the common elements or in the portions of a unit or building that are being maintained by the association, or do anything that would jeopardize the safety or soundness of a unit or building, or impair any easement, without first obtaining the approval of the association and the record owners of seventy-five (75) percent of the units in the building in which the improvement is to be made.

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The shares of the unit owners in the common elements and common expenses shall remain unchanged notwithstanding any alteration or improvement of the common elements.

#### ARTICLE VI

##### ASSESSMENTS

The making and collection of assessments against condominium unit owners for common expenses, and for such reserves as may from time to time be established by the association, shall be pursuant to the By-Laws of the association and subject to the following provisions:

1. SHARE OF COMMON EXPENSE: Each condominium unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the condominium unit owned by him, as set forth in Exhibit "B" attached hereto.

2. INTEREST - APPLICATION OF PAYMENTS: Assessments and installments on such assessments when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

3. COLLECTION OF ASSESSMENTS: Assessments shall be made against the unit owners not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expense previously incurred.

4. LIEN FOR ASSESSMENTS: The association shall have a lien against each condominium unit for any unpaid assessments against the owner thereof, and for interest accruing thereon which lien shall also secure reasonably attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien shall be recorded among the Public Records of Lee County, Florida, by filing a claim therein which states the legal description of the condominium unit, the name of the record owner, the amount claimed to be due and the date due and said lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by any officer of the association, or by a managing agent of the association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. All such liens shall be subordinate to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the condominium unit subject to the lien shall be required to pay a reasonable rental for the condominium unit, and the association shall be entitled to the appointment of a receiver to collect the same. The association may also at its option sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of record or any other person or entity shall obtain title to the condominium unit as a result of the foreclosure of a mortgage or in the event a mortgagee of record shall obtain title to a condominium unit as the result of a conveyance in lieu of foreclosure of such mortgage, such acquirer of title, its successors and assigns, shall not be liable for that share of the common expense or assessments by the association chargeable to the condominium unit, or the owner thereof, which became due prior to the acquisition of title by such mortgagee or purchaser at foreclosure sale, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Any such unpaid share of common expenses, or assessments, chargeable against such foreclosed condominium unit, or against a condominium unit transferred in lieu of a foreclosure, shall be deemed a

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common expense, to be paid in the same manner as other common expenses of the condominium by all of the condominium unit owners. No mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure shall, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

A. The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of this Declaration of Condominium and terminating not later than the first day of the eighth calendar month following the month in which this Declaration is recorded, or for a period terminating with the first of the month of the eighth succeeding calendar month after the closing of the purchase and sale of any condominium unit within this condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute of alternative Developer, whichever shall be the later date.

5. Any unit owner shall have the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of the mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

#### ARTICLE VII

#### ASSOCIATION

The operation of the condominium shall be by VERSAILLES CONDOMINIUM ASSOCIATION, INC., an incorporated association not for profit, pursuant to §718.111 (2) FLA. STAT., which shall fulfill its functions pursuant to the following provisions:

1. POWERS: The association shall have all of the powers and duties set forth in the Condominium Act, §718.101 et seq. FLA. STAT., and by this Declaration and Articles of Incorporation of the association attached hereto as Exhibit "E" and the By-Laws which are attached hereto as Exhibit "F" and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration, Articles of Incorporation, and the By-Laws and as they may be amended from time to time. Provided, however, that the power of the association to purchase a unit of the condominium shall be limited to purchase at sales in foreclosure of liens for assessments for common expenses, at which sale the association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

#### 2. MEMBERS:

A. QUALIFICATION: The members of the association shall consist of all of the record owners of units pursuant to Article III of the Articles of Incorporation of the association.

B. CHANGE OF MEMBERSHIP: After receiving the approval of the association elsewhere required, change of membership in the association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing of record title to a unit in the condominium and the delivery to the association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the association. The membership of the prior owner shall be thereby terminated.

C. VOTING RIGHTS: The members of the association shall be entitled to cast one vote for each unit owned by them, and shall have no additional votes on account of ownership of guest suites, if any.

D. DESIGNATION OF VOTING REPRESENTATIVE: If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease,

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the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

E. APPROVAL OR DISAPPROVAL OF MATTERS: Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an association meeting, any decision shall be expressed by the same person who would cast the vote of such owner if in an association meeting, unless the joinder of record owners is specifically required by this Declaration.

F. RESTRAINT UPON ASSIGNMENT OF SHARE IN ASSETS: The share of a member in funds and assets of the association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

3. BOARD OF ADMINISTRATORS: The affairs of the association shall be conducted by a board of not less than three (3) directors who shall be designated in the manner provided in the By-Laws.

4. INDEMNIFICATION: Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an administrator or officer of the association or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interest of the association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such administrator or officer may be entitled.

5. LIMITATION UPON LIABILITY OF ASSOCIATION: Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or by the elements or other owners or persons.

6. The BY-LAWS of the association shall be in the form attached hereto as Exhibit "F".

7. AGENT TO RECEIVE SERVICE OF PROCESS: The following person who is a resident of the State of Florida, is designated as agent to receive service of process upon the association.

NAME: HARVEY ROLLINGS, Attorney

ADDRESS: 4121 Del Prado Boulevard

Cape Coral, Florida 33904

8. PROPERTY IN TRUST: All funds and title of all properties acquired by the association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws.

9. KEEPING RECORDS: The association shall maintain accounting records according to good accounting practices which shall be opened to

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inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owners, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. Also, a copy of each insurance policy obtained by the association shall be made available for inspection by unit owners at reasonable times.

#### ARTICLE VIII

##### INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE: NAMED INSURED: All insurance policies upon the condominium property shall be purchased by the association. The named insured shall be the association individually and as agent for the unit owners, without naming them, and as agent for their respective mortgages. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of condominium unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below and all policies and their endorsements shall be deposited with the insurance trustee. Unit owners may obtain coverage at their own expenses upon their individual units, their personal property and for their personal liability and living expense.

##### 2. COVERAGE:

A. CASUALTY: All buildings and improvements upon the condominium property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the association. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including but not limited to vandalism and malicious mischief and flood insurance.

B. PUBLIC LIABILITY: Public liability, in such amounts with such coverage as shall be required by the Board of Directors of the association, including but not limited to hired automobile, boat, and aircraft and non-owned automobile boat and aircraft coverages with cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

C. WORKMEN'S COMPENSATION: Workmen's compensation insurance to meet the requirements of law.

D. INDIVIDUAL COVERAGE: Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. The owner of a unit shall have no personal liability for any damages caused by the association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

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E. OTHER: Such other insurance that the Board of Directors of the association shall determine from time to time to be desirable.

F. In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

G. A copy of each insurance policy obtained by the association shall be made available for inspection by unit owners at reasonable times.

3. PREMIUMS: Premiums upon insurance policies purchased by the association shall be paid by the association as a common expense.

4. INSURANCE TRUSTEE; SHARE OF PROCEEDS: All insurance policies purchased by the association shall be for the benefit of the association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank, trust company or insurance company as may be designated by the Developer as Insurance Trustee, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the association, which Trustee is referred to herein as the Insurance Trustee or such other bank in Florida with trust powers as may be designated by the mortgagee holding the greatest dollar amount of first mortgages against the units in the condominium. The Insurance Trustee shall not be liable for payment of premiums 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 hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

A. PROCEEDS ON ACCOUNT OF DAMAGE TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: An undivided share for each unit owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his condominium unit.

B. CONDOMINIUM UNITS: Proceeds on account of damages to units shall be held in the following undivided shares:

- (1) When the building is to be restored: For the owners of damages units in proportion to the cost of repairing the damage suffered by each unit owner, said cost to be determined by the association or the association may, in its discretion, arrange for the repairs without allocating or prorating the sums held for each unit.
- (2) When the building is not to be restored: An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

C. MORTGAGES: In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds except distributions of such proceeds made in accordance with the provisions of this Declaration.

5. DISTRIBUTION OF PROCEEDS: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

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PORTERMANNA, FLOR.  
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A. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

B. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost may be distributed to the beneficial owners or distributed and/or used in accordance with the directions of the Board of Directors of the condominium for the common good; provided, however, that remittances to unit owners and their mortgagees shall be payable jointly. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a unit.

C. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of the unit.

D. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

6. ASSOCIATION AS AGENT: The association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the condominium property to adjust all claims arising under the insurance policies purchased by the association and to execute and deliver releases upon the payment of a claim.

7. AMENDMENT: This section concerning insurance cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

#### ARTICLE IX

##### RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. COMMON ELEMENTS: If the damaged improvement is a common element, the damages property shall be reconstructed or repaired.

B. APARTMENT BUILDING:

(1) LESSER DAMAGE: If the damaged improvement is the apartment unit building, and if units to which fifty (50%) percent of the common elements in such building are appurtenant are found by the Board of Directors of the association to be tenantable, the damaged property shall be reconstructed or repaired.

(2) MAJOR DAMAGE: If the damaged improvement is the apartment building, and if units to which more than fifty (50%) percent of the common elements in such building are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the condominium will be terminated, unless within sixty (60) days after the casualty, the owners of fifty-one (51%) percent of the common elements in the entire condominium agree to such reconstruction or repair. In the event it is determined not to reconstruct or repair, then it shall be a charge on the insurance funds prior to any distribution thereof to any unit owners in the building to pay the cost of removal of any damaged property and landscaping of the cleared premises.

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C. CERTIFICATE: The Insurance Trustee may rely upon a certificate of the association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

D. CONTESTED DETERMINATION: Any unit owner or the Developers may contest the determination as to the extent of the damage by presenting written proof, certified by an accredited appraiser or insurance adjuster of the State of Florida, to the Court showing the damage to be of greater or lesser extent than that alleged by the association.

2. PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or in lieu thereof, according to plans and specifications approved by the Board of Directors of the association, and if the damaged property is in the apartment building, by the owners of not less than seventy-five (75%) percent of the units of such apartment building, including the owners of all damaged units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged units and so long as Developer is still building within the geographical area of the unit, by the Developer, which approval shall not be unreasonably withheld.

3. RESPONSIBILITY: If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the association.

4. ESTIMATES OF COSTS: Immediately after a determination is made to rebuild or repair damage to property for which the association has the responsibility of reconstruction and repair, the association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. ASSESSMENTS: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such cost. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion of the unit owner's obligation for common expenses.

6. 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:

A. ASSOCIATION: If the total of assessments made by the association in order to provide funds for the payment of costs of reconstruction and repair, which is the responsibility of the association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the association with the Insurance Trustee. In all other cases, unless a request to the contrary is made by the Insurance Trustee or any mortgagee of damaged premises, the association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

B. INSURANCE TRUSTEE: The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the association from collections of assessments against condominium unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

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- (1) ASSOCIATION - LESSER DAMAGE: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the association; provided, however, that upon the request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
- (2) ASSOCIATION - MAJOR DAMAGE: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the association or where the damaged premises are subject to mortgage as required by the mortgagee.
- (3) CONDOMINIUM UNIT OWNER: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a condominium unit owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the condominium unit, then the owner thereof and the mortgagee jointly, who may use such proceeds as may deem advisable, unless such damage represents an unsafe or unsanitary condition affecting the condominium as a whole, in which event said proceeds shall be held in escrow to guarantee the correction of such conditions upon the request of the association.
- (4) SURPLUS: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in 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 owners of all condominium units and to their mortgagees as their respective interests may appear. Such distributions are made to be in the manner and in the proportions as are provided herein with regard to common surplus.
- (5) CERTIFICATE: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid, provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance

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proceeds to a unit owner; further, provided that when the association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the association shall be first obtained by the association as a condition to disbursements in payment of costs of reconstruction and repair.

- (6) AMENDMENT: This section concerning reconstruction and repair cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

#### ARTICLE X

##### USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

1. UNITS: Each of the units shall be occupied only as a single family private dwelling by the owner and members of his family, provided no more than one family or an equivalent number of individuals may use such unit at any one time. No children are permitted as residents under the age of twelve (12) years in the Two (2) bedroom units and there is no restriction as to age of children in the Three (3) bedroom units. Except as reserved to Developer, no unit may be divided or subdivided into a smaller unit.
2. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS: The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishings of services and facilities for the enjoyment of the units.
3. PETS: With the exception of small dogs and cats of less than thirty (30) inches tall and twenty-five (25) pounds of weight, no animals, dogs, cats, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any unit or in the common elements.
4. NUISANCE: No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase costs of insurance upon the condominium property.
5. LAWFUL USE: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
6. LEASING OF APARTMENT: After approval by the association as elsewhere required, entire units may be rented provided the occupancy is only by the lessee, his family and guest. No rooms may be rented and no transient tenants shall be accommodated in any unit, nor shall any lease of a unit release or discharge the owner thereof of compliance with any of his obligations and duties as a unit owner. All of the provisions of this Declaration and the By-Laws, and the Rules and Regulations of the association pertaining to use and occupancy of a unit apply to a tenant to the same extent as against the unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the association as the unit owner's agent for the purpose of and with the authority to terminate

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any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

7. SIGNS: No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained on any part of the common elements, limited common elements, or units. Notwithstanding anything herein contained, the right is specifically reserved in the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied unit it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of a condominium unit, and to the association as to any unit which it may own.

8. INTERIOR HALLWAYS: All doors between units and interior hallways shall be kept closed at all time when not being used for ingress or egress. Screens or screen doors on entrances to or exits from units and interior corridors are prohibited unless specifically authorized by the association.

9. RULES AND REGULATIONS: Reasonable rules and regulations concerning the use of condominium property may be made and amended from time to time by the association in the manner provided by its By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the association to all unit owners and residents.

10. PROVISO: Provided, however, that until Developers have completed all of the contemplated improvements and closed the sale of all of the units in the condominium, neither the unit owner, nor the association, nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units or unit. Developers may make such use of the unsold units common elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, and showing of the property and the display of signs.

#### ARTICLE XI

##### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developers shall be subject to the following provisions as long as the condominium exists and its constituent buildings in useful condition exist upon the land:

##### 1. TRANSFERS SUBJECT TO APPROVAL:

A. SALE: No unit owner may dispose of a unit or any interest therein by sale without written approval of the association.

B. LEASE: No unit owner may lease a unit or any interest therein without written approval of the association.

C. GIFT: If any unit owner shall acquire title by gift, the continuance of his ownership shall be subject to the approval of the association.

D. DEVISE OR INHERITANCE: If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership shall be subject to the approval of the association.

E. OTHER TRANSFERS: If any unit owner shall acquire his title in any manner not considered in the foregoing subsections, the continuance of his ownership shall be subject to the approval of the association.

2. APPROVAL BY ASSOCIATION: The approval of the association that is required for the transfer of ownership of units shall be obtained in the following manner:

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A. NOTICE TO ASSOCIATION:

- (1) SALE: A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the association notice of such intention by certified mail, return receipt requested, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the association may reasonably require to indicate purchaser's financial responsibility. Such notice, at the unit owner's option, may include a demand by the said owner that the association furnish a purchaser of the unit, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (2) LEASE: A unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the association notice of such intention, by certified mail, return receipt requested, together with the name and address of the intended lessee, such other information concerning the intended lessee as the association may reasonably require and an executed copy of the proposed lease.
- (3) GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS: A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the association notice of the acquiring of his title, by certified mail, return receipt requested, together with such information concerning the unit owner as the association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

B. CERTIFICATE OF APPROVAL:

- (1) SALE: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any two officers of the association in non-recordable form.
- (2) LEASE: If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any two officers of the association in non-recordable form.
- (3) GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS: If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the association must either approve or disapprove the continuance of the said owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by any two officers of the association in recordable form.

C. SCREENING FEES: The association shall require the deposit of a reasonable screening fee to be delivered to the association

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simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the association's expenses involving determining whether to approve or disapprove the transaction of continued ownership by a transferee. The screening fee shall not exceed the sum of FIFTY (\$50.00) DOLLARS.

D. FAILURE TO GIVE NOTICE: If notice to the association as hereinabove required is not given, then after receiving knowledge of a transaction or event transferring ownership of any unit, the association, at its election and without notice, may approve or disapprove the transaction. If the association disapproves the transaction, the association shall proceed as if it had received the required notice on the date of such disapproval. Any sale, mortgage or lease which is not authorized pursuant to the terms and provisions of this Declaration shall be void unless subsequently approved in writing by the association.

3. DISAPPROVAL BY ASSOCIATION: If the association shall without cause disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

A. SALE: If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the association by two (2) officers in which event the unit owner shall sell the unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that the option of the named purchaser the purchase price may be paid in cash at closing.

- (1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.
- (2) A certificate of the association authorizing the sale shall be executed by any two of its officers in recordable form and shall be delivered to the named purchaser.
- (3) If the Association shall fail to purchase or provide a purchaser upon the demand of the unit owner in the manner provided, or if the purchaser furnished by the association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the association shall furnish a certificate of approval as elsewhere provided in recordable form.

B. LEASE: If the proposed transaction is a lease, the apartment unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

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

- (1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by

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arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the apartment and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (2) The purchase price shall be paid in cash.
- (3) The sale shall be closed within thirty (30) days following the determination of the sale price.
- (4) A certificate of the association authorizing the sale shall be executed by any two of its officers in recordable form and shall be delivered to the named purchaser.
- (5) If the association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the unit owner.

4. MORTGAGE: No unit owner may mortgage his unit nor any interest in it without approval of the association except to a bank, life insurance company or a savings and loan association. This provision shall not be construed so as to prevent the Developers from accepting a purchase money mortgage as a part of the purchase price of a unit or prevent a unit owner from accepting a purchase money mortgage from an approved purchaser. The approval of any other mortgagee may be upon conditions determined by the association, but may not be arbitrarily withheld.

5. EXCEPTIONS: The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association or other institution that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to unit at a duly advertised sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developers, which shall have the right to freely sell, lease, transfer, or otherwise deal with the title and possession of a unit without complying with the provisions of this section, and without the approval of the association.

6. UNAUTHORIZED TRANSACTION: Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the association.

7. RECORDING APPROVAL: Whenever in this section an approval in recordable form is required of the association in connection with the sale, transfer or pledging of a unit, it is understood and agreed that the said approval shall not be recorded except at the same time and simultaneously with the recording of the deed or mortgage, as appropriate.

#### 8. NOTICE OF LIEN OR SUIT:

A. A unit owner shall give notice, in writing, to the association of every lien upon his unit other than for authorized mortgages or taxes

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and special assessments not yet due and payable, within five (5) days after the attaching of the lien.

B. NOTICE OF SUIT: A unit owner shall give notice, in writing, to the association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner shall receive knowledge or notice thereof.

C. FAILURE TO COMPLY: Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

#### ARTICLE XII

##### PURCHASE OF UNITS BY ASSOCIATION

The association shall have the power to purchase units subject to the following provisions:

1. DECISION: The decision of the association to purchase a unit shall be made by the Board of Directors, without the necessity of approval by its membership except as is hereinafter expressly provided for.

2. LIMITATION: The association shall not purchase any units, if it shall be the owner or agreed purchaser for two (2) or more units, without the prior written approval of seventy-five (75%) percent of the members eligible to vote. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to units to be purchased at public sale resulting from a foreclosure of the association's lien for delinquent assessments where the bid of the association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the unit plus the amount due the association, nor shall the limitation of this paragraph apply to units to be acquired by the association in lieu of foreclosure of such liens if the consideration therefore does not exceed the amount necessary for cancellation of such lien.

#### ARTICLE XIII

##### RIGHTS OF DEVELOPERS

Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the association shall have the right to purchase upon the same price and at the same terms available to the association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the condominium constructed or under construction by Developer, or until five (5) years after the recordation of this Declaration, whichever shall first occur.

#### ARTICLE XIV

##### COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and the Rules and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents, Rules and Regulations shall entitle the association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

1. NEGLIGENCE: A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the association. A unit owner shall pay the association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenance, or of the common elements, by the unit owner.

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2. COSTS AND ATTORNEY'S FEES: In any proceeding arising because of an alleged failure of a unit owner or the association to comply with the terms of the Declaration, the By-Laws, or the Rules and Regulations adopted pursuant to them, and the documents and Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

3. NO WAIVER OR RIGHTS: It is intended that the Developers, the association or any unit owner may enforce these provisions. The failure of the Developers, the association or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XV

##### AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium and Articles of Incorporation of Association and By-Laws of the Association may be amended in the following manner:

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

2. RESOLUTION: A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the association or by the members of the association.

Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the association; or

B. Not less than eighty (80%) percent of the votes of the entire association.

3. AGREEMENT: In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed.

4. PROVIDO: Provided, however, that no amendment shall discriminate against any unit owner nor against any unit class or group of units, unless the unit owners so affected shall consent and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such units shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of such amendment.

5. EXECUTION AND RECORDING: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the President or Vice-President of the association and attested to by the Secretary or Assistant Secretary with the formalities of a deed, and shall become effective upon recordation thereof in the Public Records of Lee County, Florida.

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ARTICLE XVITERMINATION

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

1. AGREEMENT: The Condominium may be terminated at any time by the approval in writing of all record owners of unit and all record owners of mortgages on all units. If the proposed termination is submitted to a meeting of the members of the association, the notice of the meeting giving notice of the proposed termination shall be as herein prescribed for notice of all members' meetings. If the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

A. EXERCISE OF OPTION: The option shall be exercised by delivery of mailing by registered mail to each of the record owners of the units to be purchased, an agreement to purchase signed by the duly authorized representatives of the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination, but the Agreement shall effect a separate contract between each seller and his purchaser.

B. PRICE: The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

C. PAYMENT: The purchase price shall be paid in cash.

D. CLOSING: The sale shall be closed within thirty (30) days following the determination of the sale price.

2. CERTIFICATE: The termination of the condominium in the foregoing manner shall be evidenced by a certificate of the association executed by its President or Vice-President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Lee County, Florida.

3. SHARES OF OWNERS AFTER TERMINATION: After termination of the condominium the unit owners shall own the condominium property and all assets of the association as tenants in common in undivided shares that shall be the same undivided shares previously owned in the common elements appurtenant to each respective unit owner's condominium unit prior to the termination, and their respective mortgages and lienor shall have mortgages and liens upon the respective undivided shares of the unit owners.

4. AMENDMENT: This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

ARTICLE XVIISEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other

HARVEY ROLLINGS  
ATTORNEY AT LAW  
201 N. FRANK  
PENSACOLA, FLORIDA  
32501  
201 N. FRANK BLVD.  
CAPE CORRAL, FLORIDA  
33904

OFF REC 1317 PC2119

provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Rules and Regulations of the association shall not affect the validity of the remaining portions.

ARTICLE XVIII

ASSIGNMENT OF PARKING

Each unit shall have assigned to the owners of said unit at the time of purchase of same from Developer by Developer one (1) parking carport space.

IN WITNESS WHEREOF, the Developers have executed this Declaration this 14 day of November, 1978.

ATTEST:

SUN COUNTRY DEVELOPMENT, INC.,  
A Florida Corporation

By: Gordon Anthony  
GORDON ANTHONY, President

By: Lorraine Anthony  
LORRAINE ANTHONY, Secretary

STATE OF FLORIDA :

ss.

COUNTY OF LEE :

BEFORE ME, the undersigned authority, personally appeared GORDON ANTHONY and LORRAINE ANTHONY, President and Secretary of SUN COUNTRY DEVELOPMENT, INC., and who acknowledged before me that they did, as such individuals, execute the foregoing DECLARATION OF CONDOMINIUM, and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of November, 1978, at Cape Coral, Lee County, Florida.

Harvey Rollings  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 8, 1979  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

I HEREBY ACCEPT the appointment of Resident Agent for the above named association this 14 day of November, 1978.

Harvey Rollings  
HARVEY ROLLINGS, Esquire  
4121 Del Prado Boulevard  
Cape Coral, FL 33904

-21-

HARVEY ROLLINGS  
ATTORNEY AT LAW  
DEL PRADO  
PROFESSIONAL BLDG.  
4121 DEL PRADO BLVD.  
CAPE CORAL, FLORIDA  
33904

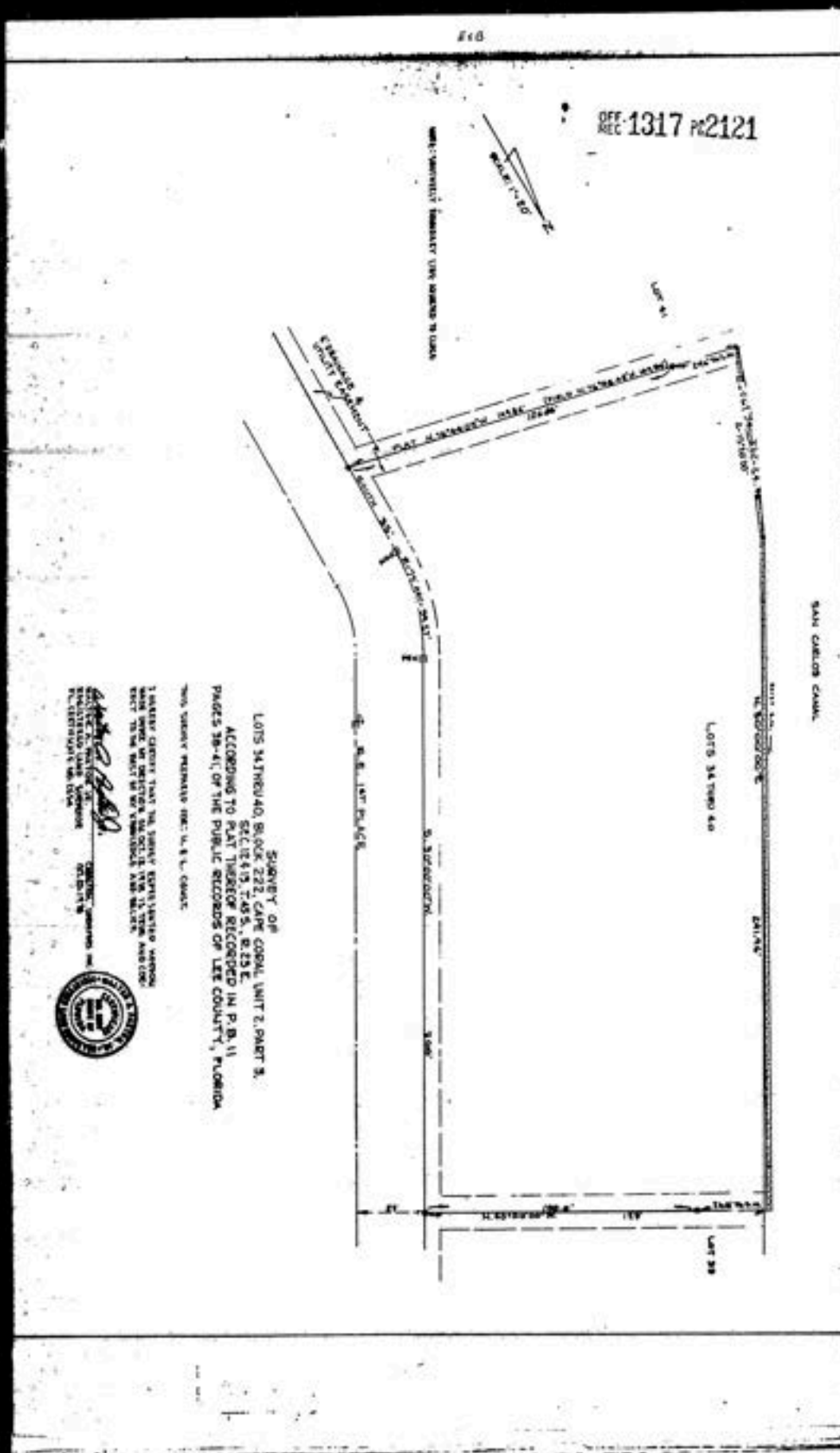
OFF REC 1317 PC2120

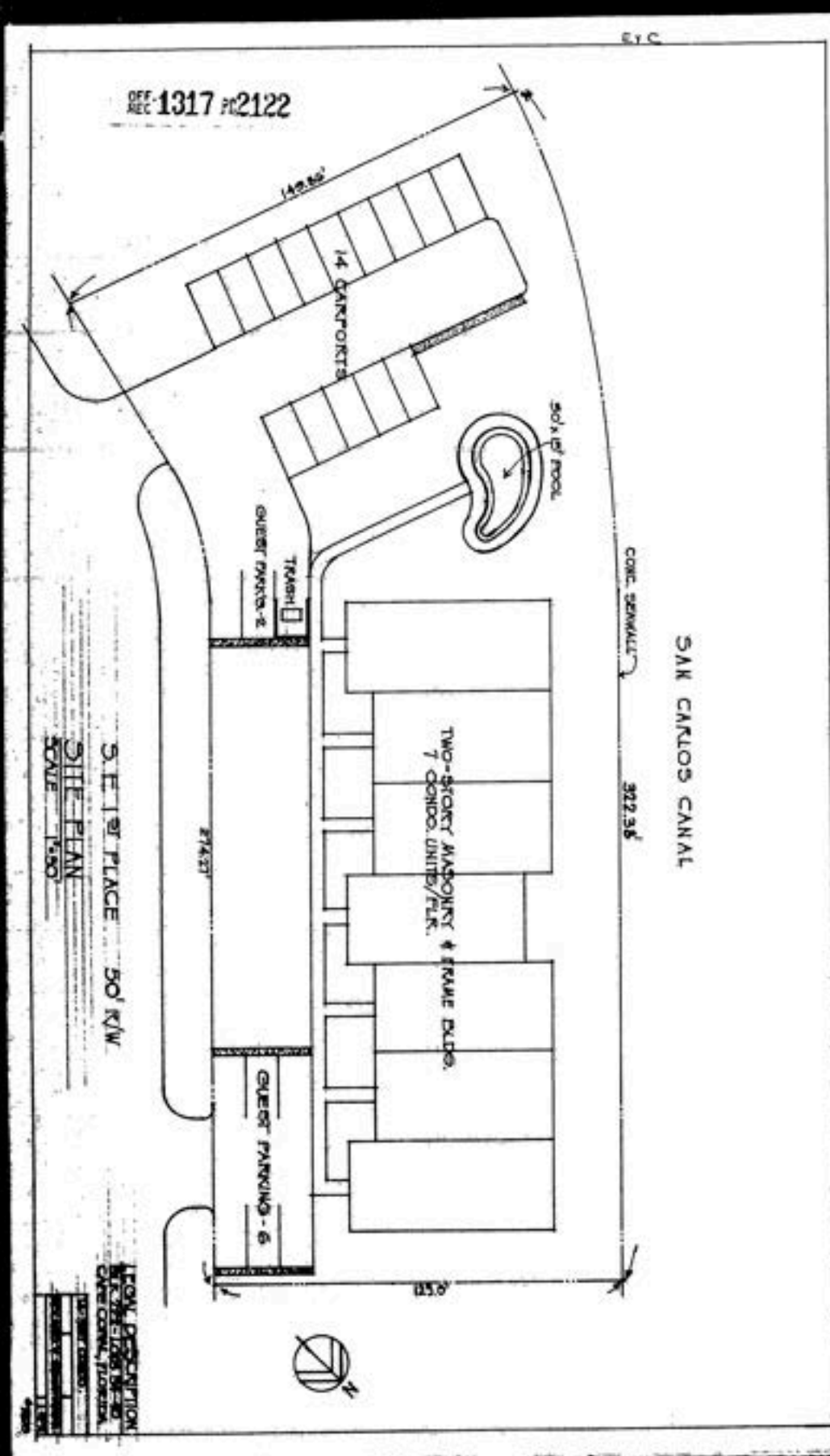
EXHIBIT "A"

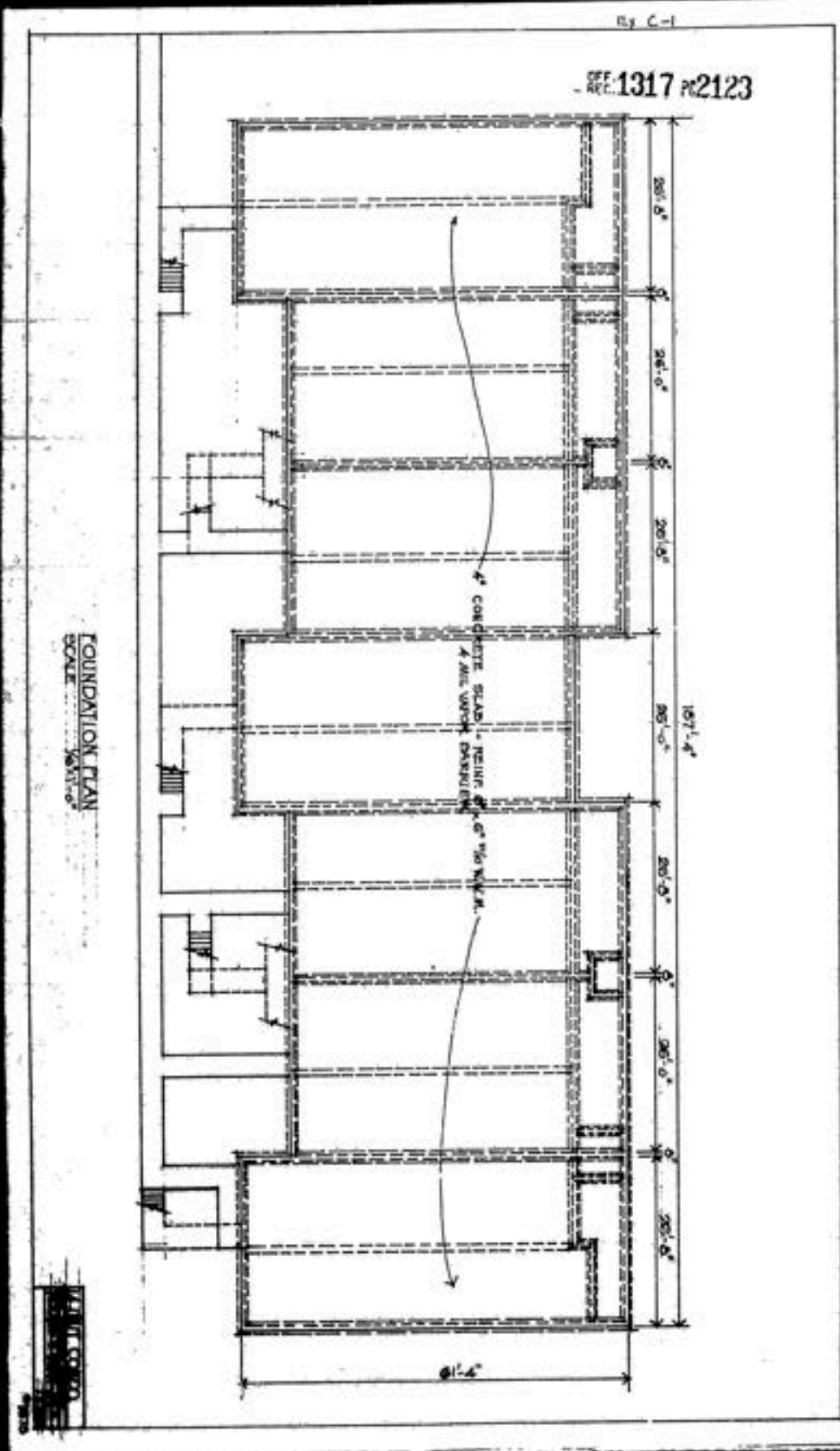
VERSAILLES, A CONDOMINIUM

Lots 34, 35, 36, 37, 38, 39  
and 40, Block 222, CAPE CORAL  
SUBDIVISION, Plat Book 11,  
Page 39, Public Records of  
Lee County, Florida.

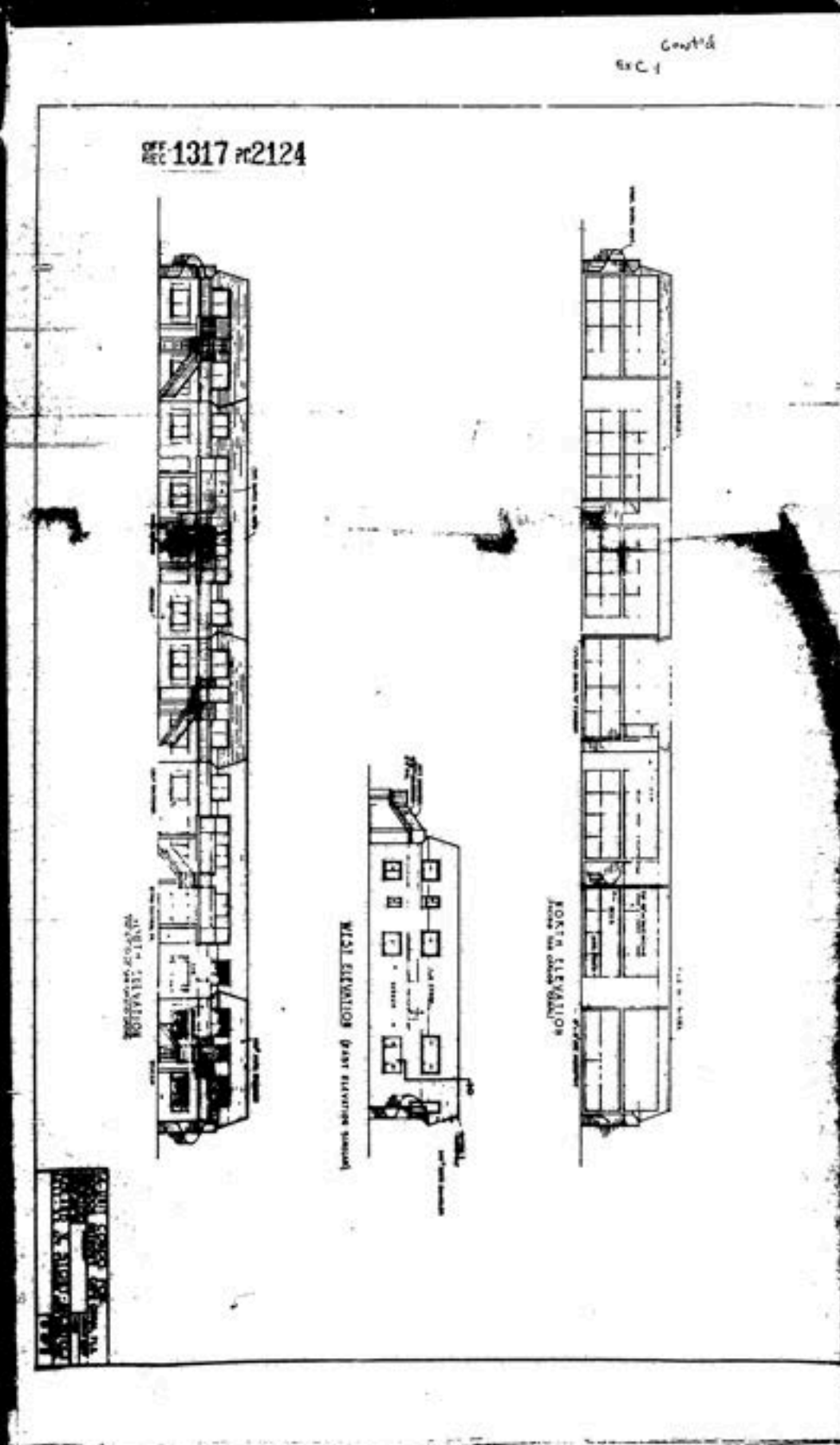
HARVEY ROLLINS  
ATTORNEY AT LAW  
201 W. PALM  
PROFESSIONAL BLDG.  
SUITE 201, PALM BLVD.  
CAPE CORAL, FLORIDA  
33914

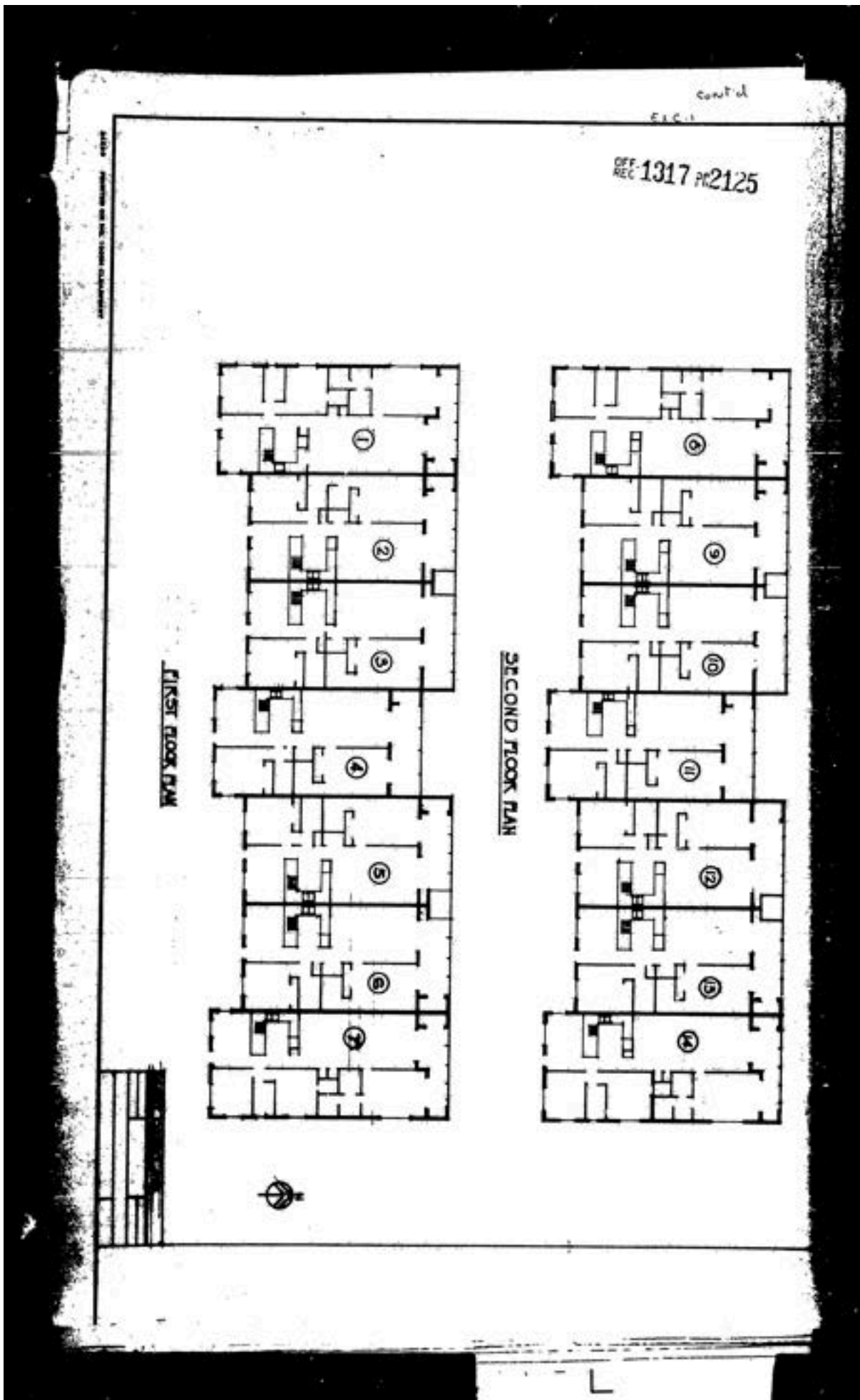












SEE 1317 PC2126  
REC

DECLARATION OF CONDOMINIUM

FOR

VERSAILLES, A CONDOMINIUM

SCHEDULE "D"

Percentage of Undivided Ownership interests in the Common  
Elements and Common Surplus and Share in the Common Expenses.

The designated condominium unit shall have the following undivided  
interests in the common elements and common surplus of VERSAILLES, A CONDO-  
MINIUM, and shall share the common expenses of VERSAILLES, A CONDOMINIUM, as  
follows:

<u>CONDOMINIUM UNIT DESIGNATION</u>	<u>PERCENTAGE OWNERSHIP PER UNIT</u>
1	8.0125
2	6.795
3	6.795
4	6.795
5	6.795
6	6.795
7	8.0125
8	8.0125
9	6.795
10	6.795
11	6.795
12	6.795
13	6.795
14	8.0125
VERSAILLES, A CONDOMINIUM TOTAL: 14 UNITS	100%

# State of Florida

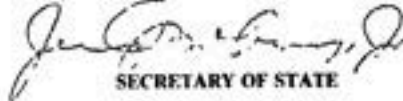
DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

OFF REC 1317 #2127

I certify that the attached is a true and correct copy of the Articles of Incorporation of VERSAILLES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 22, 1978, as shown by the records of this office.

The charter number for this corporation is 715011.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 22nd day of November, 1978.

  
SECRETARY OF STATE

CER 101  
7-11-78

OFF. REC 1317 PC2128

## ARTICLES OF INCORPORATION

OF

VERSAILLES CONDOMINIUM ASSOCIATION, INC.,

NOT FOR PROFIT

We, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit under Chapter 618 of the Florida Statutes, hereby adopt the following articles of incorporation:

## ARTICLE I. NAME

The name of the corporation is VERSAILLES CONDOMINIUM ASSOCIATION, INC.

## ARTICLE II. PURPOSES

The purposes and objects of the corporation are such as are authorized under Chapter 618 of the Florida Statutes and include providing for the maintenance, preservation, administration, and management of VERSAILLES, a condominium under the Florida Condominium Act pursuant to a declaration of condominium recorded in the Public Records of Lee County, Florida.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

## ARTICLE III. MEMBERS

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity, holding title to a unit as security for performance of an

LEE COUNTY

RECORDS

BOOK

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DATE

TIME

BY

OFF REC 1317 pr2129

obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the declaration.

#### ARTICLE IV. DURATION

The period of duration of the corporation is perpetual unless dissolved pursuant to the terms of the By-Laws of the corporation.

#### ARTICLE V. SUBSCRIBERS

The names and residences of the subscribers are:

GORDON ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904

LORRAINE ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904

HARVEY ROLLINGS, 4121 Del Prado Boulevard, Cape Coral, Florida 33904

#### ARTICLE VI. OFFICERS

The affairs of the corporation are to be managed by the President, Treasurer and Secretary who will be accountable to the governing board. Officers will be elected annually in the manner set forth in the By-Laws.

#### ARTICLE VII. DIRECTORS

The number of persons constituting the first board of directors is three. The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualify are:

GORDON ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904

LORRAINE ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904

HARVEY ROLLINGS, 4121 Del Prado Boulevard, Cape Coral, Florida 33904

At the first annual meeting, the members shall elect from among the members of the corporation one director for a term of one year, one director for a term of two years, and one for a term of three years; at each annual meeting thereafter the members shall elect from among the membership one director for a term of three years.

The officers by whom the business of said corporation shall be conducted until their successors are elected and qualify following the first



OFF. REC 1317 PC2130

annual meeting shall be:

GORDON ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904  
President

LORENA ANTHONY, 5321 Nautilus Drive, Cape Coral, Florida 33904  
Treasurer

HARVEY ROLLINGS, 4121 Del Prado Boulevard, Cape Coral, Florida 33904  
Secretary

## ARTICLE VIII. BY-LAWS

The By-Laws may be made, amended, altered or rescinded by the first board of directors until the first annual meeting of members. Thereafter, the By-Laws shall be amended, altered or rescinded by the members in the manner set forth in the By-Laws.

## ARTICLE IX. AMENDMENTS TO ARTICLES

Amendments to these articles of incorporation may be proposed by at least one-third of the directors or by members entitled to exercise at least one-third of the then authorized membership voting power. Amendments may be adopted by the affirmative vote of those members exercising not less than 75% of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to the articles shall be set forth in the By-Laws.

## ARTICLE X. POWERS OF CORPORATION

To promote the health, safety, and welfare of the residents of VERSAILLES CONDOMINIUM, the corporation may:

(1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration of condominium and in the By-Laws, as those documents may from time to time be amended.

(2) Determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges, and pay such common charges as the same become due.

(3) Engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the association of unit owners under the declaration or By-Laws other than the power to engage or discharge such agent; the power to adopt, amend, and repeal the provisions hereof, or of the declaration, By-Laws, or rules and regulations of the condominium.

(4) Take and hold by lease, gift, purchase, grant, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any such property to finance the acquisition thereof on the vote of seventy-five percent (75%) of members, and transfer, lease, and convey any such property.

Page Three

HARVEY ROLLINGS  
SECRETARY  
4121 DEL PRADO BLVD  
CAPE CORAL, FLORIDA  
33904

1317 2131

(3) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of seventy-five percent (75%) of the members.

(4) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 615 of the Florida Statutes, or by associations of unit owners under the Condominium Act.

#### ARTICLE XI. AGENT

The street address of the initial registered office of this corporation is 5321 Nautilus Drive, Cape Coral, Florida, and the name of the initial registered agent of this corporation at that address is GORDON ANTHONY.

#### ARTICLE XII. DISSOLUTION

This corporation may be dissolved at any time with the written consent of all the members thereto. On dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

Executed at Cape Coral on \_\_\_\_\_, 1978.

*Gordon Anthony*  
GORDON ANTHONY

*Lois Anne Anthony*  
LOIS ANNE ANTHONY

*Henry Rollins*  
HENRY ROLLINS

OFF. REC 1317 Pt 2132

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared this day, GORDON ANTHONY, LORRAINE ANTHONY, and HARVEY BOLLINGS, who first to me being duly sworn, say: they are the subscribers in the foregoing Articles of Incorporation; that they have read the foregoing Articles of Incorporation and have personal knowledge of the facts and matters set forth and alleged; and that each and all of these facts and matters therein are true and correct.

Dated this 1st day of November, 1978.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES ON 12-31-1980  
I HAVE BEEN DULY SWORN TO

RECEIVED COPY OF  
NOTARIAL RECORD  
JAN 1 1979  
NOTARY PUBLIC  
STATE OF FLORIDA  
COUNTY OF LEE

OFF  
REC 1317 PC2133

Pursuant to Chapter 607.054, Florida Statutes, the following is submitted, in compliance with said Act:

First, that VERSAILLES CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at Cape Coral, County of Lee, State of Florida, has named GORDON ANTHONY, located at 5321 Nautilus Drive, Cape Coral, County of Lee, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

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

GORDON ANTHONY

RECEIVED  
APR 1 1975  
CLERK OF COURT  
STATE OF FLORIDA  
COUNTY OF LEE

OFF REC 1317 PC2134

DECLARATION OF CONDOMINIUM

FOR

VERSAILLES, A CONDOMINIUM

SCHEDULE "F"

BY-LAWS

OF

VERSAILLES CONDOMINIUM ASSOCIATION, INC.

HARVEY ROLLINS  
ATTORNEY AT LAW  
SUL PRADO  
PROFESSIONAL BLDG.  
SUITE 200, PRADO BLVD.  
SAND SPRING, FLORIDA  
33408

-24-

OFF  
REC 1317 PC2135BY-LAWSOFVERSAILLES CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY: These are the By-Laws of VERSAILLES CONDOMINIUM ASSOCIATION, INC., an association organized pursuant to Chapter 718, Florida Statutes, herein called the Condominium Act, for the purpose of administering VERSAILLES, a condominium located upon the following lands in Lee County, Florida.

SEE SCHEDULE "G" ATTACHED HERETO AND MADE A PART HEREOF.

A. OFFICE: The office of the association shall be at  
4722 S.E. 1st Place, Cape Coral, Florida.  
B. FISCAL YEAR: The fiscal year of the association shall be the calendar year.

2. MEMBERS' MEETINGS:

A. ANNUAL MEMBERS' MEETING: The annual members' meeting shall be held at the office of the association at 8 o'clock p.m. Eastern Standard Time, on the first Wednesday in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

B. SPECIAL MEMBERS' MEETINGS: Shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. NOTICE OF ALL MEMBERS' MEETINGS: Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at their address as it appears on the books of the association and shall be mailed by certified mail not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting, and such notice shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. QUORUM: A quorum at members' meetings shall consist of fifty-one (51%) percent of the persons entitled to cast a majority of the votes of the association. The acts approved by seventy-five (75%) percent of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

E. PROXIES: Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. No one person shall be designated to hold more than three (3) proxies.

F. ADJOURNED MEETINGS: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until the quorum is present.

G. ORDER OF BUSINESS: The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
DEL PRADO  
PROFESSIONAL BLDG.  
4101 DEL PRADO BLVD.  
CAPE CORAL, FLORIDA  
33904



OFF REC 1317 PG 2136

- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of officers.
- (6) Reports of committees.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

H. PROVISO: Provided, however, that until the Developer of the condominium has completed and sold all of the units of the condominium, the proceedings of all meetings of the members of the association shall have no effect unless approved by the Board of Directors.

I. MINUTES OF MEETINGS: Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and available for inspection by unit owners and Board members at all reasonable times.

### 3. BOARD OF ADMINISTRATION:

A. MEMBERSHIP: The affairs of the association shall be managed by a Board of at least three Directors. When unit owners other than the Developers own fifteen (15%) percent or more of the units that will be operated ultimately by the association, the unit owners other than the Developers shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the association. Unit owners other than the Developers shall be entitled to elect not less than a majority of the members of the Board of Directors of the association three (3) years after sales by the Developers have been closed of seventy-five (75%) percent of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the Developers of ninety (90%) percent of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and some of the others are being offered for sale by the Developers in the ordinary course of business, whichever shall first occur. The Developers shall be entitled to elect not less than one (1) member of the Board of Directors of the association as long as the Developers hold for sale in the ordinary course of business any units in the condominium operated by the association.

#### B. ELECTION OF DIRECTORS:

- (1) All of the members of the Board of Directors shall be elected at the annual meeting of members of the association, and shall be elected by ballot and by a plurality of the votes cast at the annual meeting of members of the association. Each person entitled to vote shall vote for as many nominees as there are vacancies to be filled.
- (2) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (3) Any Director may be removed by concurrence of two-thirds (2/3) of the members of the association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the association at the same meeting.

C. TERM: The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

D. ORGANIZATION: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
DEL PRADO  
PROFESSIONAL BLDG.  
4181 DEL PRADO BLVD.  
DADE BEACH, FLORIDA  
33134

OFF-1317 REC 2137

E. REGULAR MEETINGS: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each owner and each member of the Board of Directors. Notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

F. SPECIAL MEETINGS: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any of the Directors. Notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

G. OPEN MEETINGS: Meetings of the Board of Directors shall be opened to all unit owners and the notice of said meetings shall state the time, place and purpose of the meeting.

H. QUORUM: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws.

I. ADJOURNED MEETINGS: If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

J. JOINDER IN MEETING BY APPROVAL OF MINUTES: The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

K. PRESIDING OFFICER: The presiding officer of Directors' meetings shall be the chairman of the Board if such an officer has been elected and, if none, then the President shall preside. In the absence of the presiding officer the Directors shall designate one of their number to preside.

L. DIRECTORS' FEES: If any, shall be determined by the members of the association at the annual meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS: All the powers and duties of the association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

A. MAKE AND COLLECT ASSESSMENTS: To make and collect assessments against members to defray the costs and expenses of the condominium.

B. USE THE PROCEEDS: To use the proceeds of assessments in the exercise of its powers and duties.

C. MAINTENANCE: The maintenance, repair, replacement and operation of the condominium property.

D. PURCHASE OF INSURANCE: The purchase of insurance upon the condominium property and insurance for the protection of the association and its members.

E. RECONSTRUCTION: The reconstruction of improvements after casualty and the further improvement of the property.

F. REGULATIONS: To make and amend reasonable regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

G. TO APPROVE OR DISAPPROVE OF THE TRANSFER, MORTGAGE AND OWNERSHIP: To approve or disapprove of the transfer, mortgage and ownership of units in the manner provided by the Declaration of Condominium.

H. ENFORCE: To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the By-Laws and the regulations for the use of the property in the condominium.

I. CONTRACT FOR MANAGEMENT: To contract for management of the condominium and to delegate to the contractor all powers and duties of the association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the association.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
SOL. PRADO  
PROFESSIONAL BLDG.  
9101 SOL. PRADO BLVD.  
DADE COUNTY, FLORIDA  
33126

REC-1317 PC2138

J. EMPLOY PERSONNEL: To employ personnel to perform the services required for proper operation of the condominium.

5. OFFICERS:

A. EXECUTIVE OFFICERS: The executive officers of the association shall be a President, who shall be a Director, and a Secretary-Treasurer, both of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Board of Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the association.

B. PRESIDENT: The President shall be the chief executive officer of the association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the association.

C. SECRETARY-TREASURER: The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the association and shall perform all other duties incident to the office of Secretary or the President. The Secretary-Treasurer shall also have custody and evidences of indebtedness. He shall keep the books of the association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer.

6. FISCAL MANAGEMENT: The provisions for fiscal management of the association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

A. ACCOUNTS: The funds and expenditures of the association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- (1) CURRENT EXPENSE: Which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (2) RESERVE FOR DEFERRED MAINTENANCE: Which shall include funds for maintenance items which occur less frequently than annually.
- (3) RESERVE FOR REPLACEMENT: Which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

B. BUDGET: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

- (1) CURRENT EXPENSE: The amount for which shall not exceed 115% of the budget for this account for the prior year.
- (2) RESERVE NOT DEFERRED MAINTENANCE: The amount for which shall not exceed 115% of the budget for this account for the prior year.
- (3) RESERVE FOR REPLACEMENT: The amount for which shall not exceed 115% of the budget for this account for the prior year.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
SUITE 1000  
10000 BAYVIEW BLVD.  
SUITE 1000 BAYVIEW BLVD.  
DADE COUNTY, FLORIDA  
33144

OFF-1317 REC-2139

If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget may be approved by the unit owners at the meeting or by a majority of their whole number by writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms hereof. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserve made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the condominium property or assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as the Developer is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

- (4) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of that meeting stating the time and place of such meeting, and such meeting shall be open to the unit owners.

C. ASSESSMENTS: Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in monthly equal payments on the first day of each and every month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the accounts for the amended budget do not exceed the limitation thereon for that year. Any account which does exceed such limitation shall be subject to the approval of the membership of the association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half (1/2) of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the association.

D. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT:

If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owners, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. ASSESSMENTS FOR EMERGENCIES: Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common

HARRY BOLLINGS  
ATTORNEY AT LAW  
201 N. PALM  
PROFESSIONAL BLDG.  
1101 N. PALM BLVD.  
DADE COUNTY, FLORIDA  
33101

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expenses shall be made only after notice of the need thereof to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the association may require.

F. DEPOSITORY: The depository of the association shall be such bank or banks as shall be designated from time to time by the administrators and in which the monies of the association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. AUDIT: An audit of the accounts of the association shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

H. FIDELITY BONDS: The Developer, its officers or agents, shall not be required to post any bond required hereunder, while serving on the Board of Directors.

7. PARLIAMENTARY RULES: Robert's Rules of Order (latest edition) shall govern the conduct of association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

8. AMENDMENT: The By-Laws may be amended in the manner set forth in Article XV of the Declaration.

9. FIRST BOARD OF DIRECTORS: The names and addresses of the First Board of Directors of VERSAILLES CONDOMINIUM ASSOCIATION, INC., are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GORDON ANTHONY	5321 Nautilus Drive Cape Coral, Florida 33904
LORRAINE ANTHONY	5321 Nautilus Drive Cape Coral, Florida 33904
HARVEY ROLLINGS	4121 Del Prado Boulevard Cape Coral, Florida 33904

The above-named First Board of Directors shall serve until their successors are elected at the next ensuing annual meeting of the association.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
401 DEL PRADO BLVD.  
CAPE CORAL, FLORIDA  
33904

OFF.  
REC. 1317 PC2141BY-LAWSOFVERSAILLES CONDOMINIUM ASSOCIATION, INC.SCHEDULE "G"

Lots 34, 35, 36, 37, 38, 39  
and 40, Block 222, CAPE CORAL  
SUBDIVISION, Plat Book 11,  
Page 39, Public Records of  
Lee County, Florida.

HARVEY ROLLINGS  
ATTORNEY AT LAW  
2011 W. 10TH  
PROFESSIONAL BLDG.  
SUITE 201, P.O. BOX 1111  
CAPE CORAL, FLORIDA  
33914



OFF. REC. 1317 PC 2142 SCHEDULE H

DECLARATION OF CONDOMINIUMFORVERSAILLES, A CONDOMINIUM

The Construction of the Condominium is not substantially complete to state and complete the below Affidavit by the Surveyor and upon substantial completion of construction, the Developer, in order to have a validly created condominium for conveyancing purposes, shall amend the Declaration to include the below certificate properly executed.

SUN COUNTRY DEVELOPMENT, INC.

By [Signature]  
PresidentSTATE OF FLORIDA)  
COUNTY OF LEE )

EXHIBIT "H"

AFFIDAVIT

BEFORE ME this day personally appeared \_\_\_\_\_,

who being first duly sworn says on oath as follows:

1. That he is a Registered Land Surveyor authorized to practice in the State of Florida.
2. That he has examined the improvements known as VERSAILLES, A CONDOMINIUM and located at 4722 S.E. 1st Place, Cape Coral, Florida.
3. That the construction of the said improvements is complete so that the wording of the Declaration of Condominium of VERSAILLES, a Condominium together with the Exhibits attached thereto is a correct representation of the improvements, and that there can be determined therefrom the identification, location, and dimensions of the common elements of each unit.
4. That there is access to the condominium property directly off 4722 S.E. 1st Place in Cape Coral, Florida and that there are no gaps or hiatus between the public thoroughfare known as \_\_\_\_\_ and the said condominium property.

\_\_\_\_\_  
REGISTERED LAND SURVEYOR

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
NOTARY PUBLIC

HARVEY ROLLINGS  
ATTORNEY AT LAW  
1001 PALM  
PROFESSIONAL BLDG.  
401 N. PALM BLVD.  
CAPE CORAL, FLORIDA  
33904

My Commission Expires:

OFF  
REC 1317 PC2143

## SCHEDULE "I"

STATEMENT

COMES NOW, GORDON ANTHONY, President of SUN COUNTRY DEVELOPMENT, INC., a Florida Corporation, the Developer of that certain condominium development known as VERSAILLES and located at 4722 S.E. 1st Place, Cape Coral, Florida, and for the purposes of complying with the requirements of Chapter 718.503 Florida Statutes makes the following statement on oath after being first duly sworn:

1. That VERSAILLES CONDOMINIUM ASSOCIATION, INC., is an incorporated Association and has Articles of Incorporation, Charter or Constitution;
2. That there is no ground lease or any other underlying lease involving any of the condominium property;
3. That there is no recreational lease and no common facilities will be used by unit owners in common with unit owners of other condominiums;
4. That there are no properties serving the condominium property which are not owned by the unit owners;
5. That the condominium development is not part of a phase development within the meaning of Chapter 718.403 Florida Statutes;
6. That the condominium building is newly constructed for the purpose of being a condominium property within the meaning of Chapter 718.103 Florida Statutes and is not an existing building being converted to condominium.

WITNESSES:

SUN COUNTRY DEVELOPMENT, INC., a  
Florida Corporation

Harvey Rollins

by Gordon Anthony  
GORDON ANTHONY

James C. Smith

STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 14 day of November, 1978.

HARVEY ROLLINS  
ATTORNEY AT LAW  
SUN. PLAZA  
PROFESSIONAL BLDG.  
4102 SUN PLAZA BLVD.  
CAPE CORAL, FLORIDA  
33904

My Commission Expires:

Harvey Rollins  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 3, 1980  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

OFF. REC 1317 2144

## SCHEDULE "J"

ESTIMATED OPERATING BUDGET AND  
SCHEDULE OF UNIT OWNER'S EXPENSESVERSAILLES, A CONDOMINIUM

Trash pick-up	\$ 504.00
Water/sewer	2,604.00
Electric estimate	1,500.00
Pool service and lawn service	2,700.00
Miscellaneous	1,000.00
<b>Total Annual Cost</b>	<b>\$ 8,308.00</b>
Per Two Bedroom Unit Annual Cost	\$ 564.61
Per Two Bedroom Unit Monthly Cost	\$ 47.05
Per Three Bedroom Unit Annual Cost	\$ 665.27
Per Three Bedroom Unit Monthly Cost	\$ 55.44

Insurance is assessed annually as follows:

Total hazard and liability (annually)	\$ 1,680.00
Total flood insurance (annually)	250.00
<b>Total Annual Insurance Cost</b>	<b>\$ 1,930.00</b>
Per Unit Annual Insurance Assessment	2 Br. \$ 131.14
	3 Br. \$ 154.65

<b>Total Annual Insurance and Expense Cost</b>	<b>\$ 10,238.00</b>
Per 2 Bedroom Unit Annual Costs	\$ 695.75
Per 2 Bedroom Unit Monthly Costs	\$ 57.98
Per 3 Bedroom Unit Annual Costs	\$ 820.02
Per 3 Bedroom Unit Monthly Costs	\$ 68.34

Annual Estimated Budget and Expenses for the Association  
and Condominium:

a. Administration	none
b. Management fees	none
c. Maintenance	\$ 7,308.00
d. Rent for Recreational or other facility	none
e. Taxes upon Association property	\$ 100.00
f. Taxes upon leased areas	none
g. Insurance	\$ 1,930.00
h. Security provisions	none
i. Other expenses	none
j. Operating capital	\$ 1,000.00
k. Reserves	none
l. Fees payable to division	\$ 14.00

Monthly Estimated Budget and Expenses for the Association  
and Condominium:

a. Administration	none
b. Management fees	none
c. Maintenance	\$ 609.00
d. Rent for Recreational or other facility	none
e. Taxes upon Association property	\$ 8.33
f. Taxes upon leased areas	none
g. Insurance	\$ 160.83
h. Security provisions	none
i. Other expenses	none
j. Operating capital	\$ 83.33
k. Reserves	none
l. Fees payable to division	\$ 1.17

Dec 14 3 57 PM '78  
CLERK OF CIRCUIT COURT  
LEE COUNTY FLORIDA  
REC'D  
OFFICIAL  
RECORDS  
SECTION