

DECLARATION OF CONDOMINIUM

FOR

CHATEAUMERE, A CONDOMINIUM

If this condominium is located in a master association or other common property ownership community, the governing documents for the master or other common property ownership community are not included.

The attached documents cover only the specific condominium in which your unit is located and do not include any master or other common property ownership community's governing documents.

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RECORDED
OFFICE OF PUBLIC RECORDS
COLLIER COUNTY, FLORIDA

Dec 9 8 19 AM '80

DECLARATION OF CONDOMINIUM

OF

O.R. 895 PG 0409

CHATEAUMERE,

A CONDOMINIUM

SUBMISSION STATEMENT

Southern Gulf Properties, Inc. (hereinafter referred to as "Developer") a Florida corporation, being the owner of fee simple title of record to those certain lands located and situated in Collier County, Florida, being more particularly described hereinafter, does hereby submit the said lands and improvements thereon in Phase One to condominium ownership, pursuant to Chapter 718 of the Florida Statutes, (hereinafter referred to as the "Condominium Act"), subject to the restrictions and reservations hereinafter set forth.

Notwithstanding the fact that this Declaration of Condominium (hereinafter referred to as "Declaration") may be filed with the Division of Florida Land Sales and Condominium prior to November 1, 1979, Developer does not intend to offer any units in said Condominium for sale until after November 1, 1979, and therefore this Declaration and other documents attached hereto have been prepared in accordance with Chapter 718 of the Florida Statutes. This Declaration is not effective until it is recorded in the Public Records of Collier County, Florida.

ARTICLE I.

1. The name by which this Condominium is to be identified is Chateaumere, a condominium (hereinafter referred to as "Condominium").

2. The terms used in this Declaration and in the exhibits attached hereto, including the Articles of Incorporation and By-Laws of Chateaumere Condominium Association, Inc., shall be

defined in accordance with the provisions of the Condominium Act, unless otherwise stated or unless otherwise required by the context.

3. Development Plan. The condominium shall be developed in phases as more fully set forth hereinafter and shall consist of the land, buildings and improvements as more fully set forth hereinafter.

In accordance with the provisions of Article IV hereof, Developer shall have the right but not the obligation, to develop Phase Two and Phase Three at later dates and to make Phase Two and Phase Three part of the condominium.

ARTICLE II.

1. The Land. Developer is owner in fee simple of the following described land lying in Collier County, Florida:

Phase One: A parcel of land in Section 9, Township 49 South, Range 25 East, Collier County, Florida, being a portion of Parcel H of Pelican Bay, Unit One according to the plat thereof as recorded in Plat Book 12 at Pages 47 thru 52 of the Public Records of Collier County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast one-quarter of said Section 9; thence $SO^{\circ}30'31''$ E along the West line of said Northeast one-quarter for 1603.66 feet to an intersection with the northeasterly line of said parcel H and the point of beginning of the herein described parcel of land; thence $N34^{\circ}03'25''W$ for 70.00 feet; thence $S87^{\circ}31'26''W$ for 176.63 feet; thence $S22^{\circ}10'15''W$ for 148.00 feet; thence $S82^{\circ}10'15''W$ for 326.00 feet; thence $S12^{\circ}34'45''E$ for 197.00 feet to the point of curvature of a circular curve concave to the northeast; thence southeasterly along the arc of said curve having for its elements a radius of 1140.00 feet and a central angle of $7^{\circ}44'03''$ for 153.89 feet; thence $N54^{\circ}10'16''E$ for 684.91 feet; thence $N34^{\circ}03'25''W$ for 84.40 feet to the point of beginning, containing 3.45 acres more or less.

Phase Two: A parcel of land in Section 9, Township 49 South, Range 25 East, Collier County, Florida, being a portion of Parcel H of Pelican Bay, Unit One according to the Plat thereof as recorded in Plat Book 12 at Pages 47 thru 52 of the Public Records of Collier County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast one-quarter of said Section 9; thence $SO^{\circ}30'31''$ E along the West line of said Northeast one-quarter for 1603.66 feet to an intersection with the northeasterly line of said parcel H; thence $N34^{\circ}03'25''W$ for 245.25 to the point of beginning of the herein described parcel of land; thence continue $N34^{\circ}03'25''W$ for 146.00 feet; thence $N40^{\circ}27'25''W$ for 204.44 feet; thence $N74^{\circ}48'57''W$ for 320.00 feet to an intersection with the arc of a circular curve concave to the Southeast, said point bearing $N80^{\circ}04'56''W$ from the radius point of said curve; thence Southwesterly along the arc of said curve having for its elements a radius of 1140.00 feet and a central angle of $18^{\circ}58'43''$ for 377.61 feet; thence $N84^{\circ}10'15''E$ for 170.00 feet; thence $N5^{\circ}49'45''W$ for 12.00 feet; thence $N44^{\circ}32'36''E$ for 16.13 feet; thence $S58^{\circ}03'25''E$ for 225.00 feet; thence $N58^{\circ}56'35''E$ for 182.00 feet to the point of beginning, containing 3.42 acres more or less.

Phase Three: A parcel of land in Section 9, Township 49 South, Range 25 East, Collier County, Florida, being a portion of Parcel H of Pelican Bay Unit One according to the Plat thereof as recorded in Plat Book 12 at Pages 47 thru 52 of the Public Records of Collier County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast one-quarter of said Section 9; thence $SO^{\circ}30'31''E$ along the West line of said Northeast one-quarter for 1603.66 feet to an intersection with the northeasterly line of said parcel H; thence $N34^{\circ}03'25''W$ for 70.00 feet to the point of beginning of

the herein described parcel of land; thence continue N34°03'25"W for 175.25 feet; thence S58°56'35"W for 182.00 feet; thence N58°03'25"W for 225.00 feet; thence S44°32'36"W for 16.13 feet; thence S5°49'45"E for 12.00 feet; thence S84°10'15"W for 170.00 feet to an intersection with the arc of a circular curve concave to the northeast, said point bearing S80°56'20"W from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 1140.00 feet and a central angle of 3°31'05; for 70.00 feet to the point of tangency; thence S12°34'45" E for 256.14 feet; thence N82°10'15"E for 326.00 feet; thence N22°10'15"E for 148.00 feet; thence N87°31'26"E for 176.63 feet to the point of beginning, containing 2.98 acres more or less.

2. Survey. A survey of the land and a graphic description of the improvements in which units of Phase One are located and the plot plan is attached hereto as Exhibit VII.

The survey of the lands, graphic descriptions and plot plan were prepared and certified by Walter L. Keller, a registered Florida architect.

3. Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration. An amendment for such purpose need be signed and acknowledged only by the Developer and shall not require the approval of Unit Owners or the Association, notwithstanding anything to the contrary contained herein.

4. Alteration of boundaries and apartment dimensions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements so long as Developer owns the units abutting the common elements where the boundaries are being altered, provided no such change shall be made without

amendment of this Declaration. An amendment for such purpose need be signed and acknowledged only by Developer and such amendment shall not require the approval of Unit Owners or the Association, notwithstanding anything to the contrary contained herein.

ARTICLE III.

1. Identification of Building and Units Phase One.

There will be forty (40) units. Forty (40) of the sixty (60) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase One shall consist of two (2) buildings. These shall be identified as Building D and Building E. Each building shall consist of four (4) stories, containing the following units:

Building D

- First Floor: D-101, D-102, D-103, D-104, D-105
- Second Floor: D-201, D-202, D-203, D-204, D-205
- Third Floor: D-301, D-302, D-303, D-304, D-305
- Fourth Floor: D-401, D-402, D-403, D-404, D-405

Building E

- First Floor: E-101, E-102, E-103, E-104, E-105
- Second Floor: E-201, E-202, E-203, E-204, E-205
- Third Floor: E-301, E-302, E-303, E-304, E-305
- Fourth Floor: E-401, E-402, E-403, E-404, E-405

All -01 and -05 units shall have three (3) bedrooms, three (3) bathrooms, living-dining room, kitchen, laundry room, two (2) walk-in closets, one (1) dressing room, a terrace and a balcony.

All -02 and -04 units shall have two (2) bedrooms, two (2) bathrooms, living-dining room, breakfast room/kitchen, storage/laundry room, two (2) walk-in closets, and a terrace.

All -03 units shall have two (2) bedrooms, two and one-half (2 1/2) bathrooms, living-dining room, kitchen, laundry room, one (1) walk-in closet, and a terrace.

2. Identification of Building and Proposed Units in Phase Two.

There will be forty (40) units. Forty (40) of the sixty (60) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase Two shall consist of two (2) buildings. These shall be identified as Building A and Building B. Each building shall consist of four (4) stories.

3. Identification of Building and Proposed Units in Phase Three.

There will be sixty (60) units. Sixty (60) of the ninety (90) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase Three shall consist of one (1) building. This building shall be identified as Building C. The building shall consist of sixteen (16) stories, with fifteen (15) stories designated as living floors.

The respective units shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding each unit or any pipes, wires, conduits or other utility lines running through each unit which are utilized for or serve more than one (1) unit, the same being the Common Elements as hereinafter provided. Each unit shall be deemed to include the interior walls and partitions, the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., which are contained in said unit. Ceiling height of each unit shall be eight (8') feet.

2. Easements.

Each unit shall have and be subject to and have appurtenant thereto non-exclusive easements in the common elements designated for such purposes as ingress to, egress from, utilities services for, and support, maintenance and repair of each unit, and in the other common elements for use according to their respective purposes. If any part of the common elements encroaches upon any unit or parking stall, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. The Association shall have the right, to be exercised by its Board of Directors or the Managing

Agent, to enter into each unit from time to time during reasonable hours as may be necessary for the operation of the Condominium or for making emergency repairs therein necessary to prevent damage to any unit or common elements.

3. Common Elements.

a. The Common Elements of Phase One shall include the land comprising Phase One and all other parts of the condominium located within Phase One and which are not within the above described units, and tangible personal property required for the maintenance and operation of Phase One of the condominium

The Common Elements of Proposed Phase Two shall include the land comprising Phase Two and all other parts of the condominium located within Phase Two and which are not within the forty (40) units proposed for Phase Two, and tangible personal property required for the maintenance and operation of Phase Two of the condominium.

The Common Elements of Proposed Phase Three shall include the land comprising Phase Three and all other parts of the condominium located within Phase Three and which are not within the sixty (60) units proposed for Phase Three, and tangible personal property required for the maintenance and operation of Phase Three of the condominium.

b. Parking spaces in the parking areas located within Phase One of the Condominium Property as aforesaid shall be assigned by the Board of Directors of the Association to each unit. Such facilities constitute Limited Common Elements and, as such, are reserved for the use of the unit appurtenant thereto, to the exclusion of other units, and there shall pass with each unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant. Notwithstanding the designation of the parking spaces as Limited Common Elements, expenses of maintenance and repair of the parking area shall be assessed in the same proportion as for the maintenance and repair of Common Elements as provided hereinafter.

c. Each Unit shall have appurtenant thereto an undivided interest as hereinafter set forth, in the Common Elements and the Limited Common Elements. The fee title to each unit shall include both the unit and the undivided interest in the Common Elements and the Limited Common Elements; and said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title of that unit. Any attempt to separate the fee title to a unit from the undivided interest in the Common Elements and the Limited Common Elements appurtenant to such unit shall be null and void.

d. The Common Elements and Limited Common Elements shall remain undivided and no Owner shall bring any action for partition, so long as the structure(s) in question shall be utilized as residential non-profit condominium building(s).

e. The owners of the respective units agree that if any portion of the Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the Condominium Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

ARTICLE IV.

The Condominium shall consist of the property described in Phase One and all improvements thereon and therein contained. The owner or owners of each unit in Phase One shall have an undivided 1/40th interest in and to the Common Elements and Common Property of the Condominium.

Should the Developer decide to develop Phase Two of the

condominium, each unit owner will then have an undivided 1/80th interest in and to the Common Elements and Common Property of the Condominium.

Should the developer decide to develop Phase Three, the owner or owners of each unit shall have an undivided 1/140th interest in and to the Common Elements and Common Property of the Condominium.

As each Phase develops, the Common Elements of the condominium shall merge and form a single entity as noted by the interest of each of the unit owners. This merging of Common Elements and Common Properties into the condominium is necessary to provide access to Phase Two and Phase Three by owners of units in each of those Phases. Developer reserves the right to develop the condominium in phases pursuant to Section 718.403 of the Florida Statutes of 1978.

Developer hereby obligates itself to develop Phase One of the condominium as previously described and reserves the absolute right, but not the obligation, to develop Phase Two, as previously described at a later date as hereinafter set forth. Developer shall, on or before such date as hereinafter set forth, notify all unit owners by certified mail of Developer's election to develop, or not to develop Phase Two. Developer shall, on or before such date as hereinafter set forth, notify all unit owners by certified mail of Developer's election to develop or not to develop Phase Three.

The condominium shall consist of the property described as Phase One and all the improvements thereon and therein contained. The owner or owners of each unit shall own an undivided 1/40th interest in and to the common elements. Should the Developer elect to develop Phase Two of the condominium as previously described, he shall notify the Board of Directors of the Association within thirty (30) days after the date of his decision, but no later than November 30, 1981. The Board of Directors shall call and give notice of a special meeting of

Unit Owners, which meeting shall be held not less than thirty (30) days nor more than forty (40) days after the date of the notice. At such meeting, the land comprising Phase Two, with all the improvements thereon, shall become part of the condominium and as of that date, the individual interests of the Unit Owners shall be readjusted so that the owner or owners of each unit shall own an undivided 1/80th interest in and to the common elements of the condominium. Should the Developer elect to develop Phase Three of the condominium as previously described, he shall notify the Board of Directors of the Association within thirty (30) days after the date of his decision, but no later than November 30, 1983. The Board of Directors shall call and give notice of a special meeting of the Unit Owners, which meeting shall be held not less than thirty (30) days nor more than forty (40) days after the day of the notice. At such meeting, the land comprising Phase Three, with all the improvements thereon, shall become part of the condominium and as of that date, the individual interests of the Units Owners shall be readjusted so that the owner or owners of each unit shall own an undivided 1/140th interest in and to the common elements of the condominium.

Should Developer elect not to develop Phase Two, then the undivided interest of the unit owners shall remain as 1/40th and the property of the condominium as herein described as Phase One and the condominium association, shall have no right to or interest in any property described as Phase Two, and the property described as Phase Two shall remain the property of the Developer. Should Developer elect not to develop Phase Three, then the undivided interest of the unit owners shall remain as 1/80th and the property of the condominium shall be that described as Phase One and Phase Two and the condominium and its association shall have no right to or interest in any property described herein as being part of Phase Three and the property described as Phase Three shall remain the property of the

Developer. Developer shall exercise its right to develop or not to develop Phase Two on or before October 31, 1981 by sending notice of its decision to unit owners of existing units by certified mail addressed to each owner at the address of his unit or at his last known address. Developer shall exercise its right to elect to develop or not to develop Phase Three on or before October 31, 1983 by sending notice of its decision to unit owners of existing units by certified mail, addressed to each owner at the address of his unit or at his last known address. Should Developer elect to develop Phase Two or Phase Three, said Phase will be completed within thirty-six (36) months from the date of the first unit therein is contracted to be sold.

ARTICLE V.

A. Maintenance, Alteration and Improvement.

Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

1. Apartment Units.

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

1) all portions of a unit, except interior surfaces, contributing to the support of the condominium building which portions shall include, but not be limited to, the outside walls of the condominium building and all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a unit that service part or parts of the Condominium other than the unit within which contained; and

3) all incidental damage caused to a Unit by such work specified in 1) and 2) of this subsection.

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

1) to maintain, repair and replace at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. The portions of a unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to the following items: major appliances such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built-in equipment; floor coverings, except floor slabs; interior fixtures such as electrical and plumbing fixtures; inside paint and other inside wall finishes. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the residents of other Units;

2) not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building, whether part of a Unit, the Common Elements and/or Limited Common Elements;

2. Common Elements.

(a) The maintenance of the Common Elements and the Limited Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements and the Limited Common Elements, except in the manner provided in this Declaration or in the By-Laws of the Association.

(b) The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other Condominium Associations in contracting with the same firm, person or corporation for maintenance and repair.

(c) No Unit Owner shall make any alterations in the

portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Building containing his Unit, or impair any easements.

(d) The Association shall determine the exterior scheme of the building and all exterior surfaces and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window or any exterior surface without the written consent of the Board of Directors.

B. In the event the Unit Owner fails to maintain his Unit as herein required, or makes any structural addition or alteration, or change without the required consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Board of Directors shall have the right to levy an assessment against the Unit and its Owner for such necessary sums to remove any unauthorized structural additions or alteration and to restore the property to good conditions and repair. The association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

ARTICLE VI.

1. Common Expenses and Common Surplus.

The Common Expenses of the Condominium shall be assessed against Unit Owners as set forth in the By-Laws. Should there be a surplus, such surplus shall be shared by Unit Owners, subject to the provisions of the Certificate of Incorporation. Both Common Expenses and Common Surplus shall be shared by Owners of each Unit according to their undivided interest in the

Common Elements as set forth in Article III of this Declaration.

2. Assessments.

A. Each Unit Owner shall pay an amount as specified in the Estimated Budget attached as Exhibit V, to the Association for the operation, maintenance, repairs, replacement and restoration of the Condominium, its Common Elements and Limited Common Elements. Said sum or sums are hereinafter referred to as the "Assessments." No Unit Owner shall be assessed any sums in excess of the amount so specified during the period when Developer has designated a majority of the members of the Board of Directors.

B. Each Unit Owner shall be responsible for a share of the Common Expenses equal to his undivided interest in the Common Elements of the Condominium as set forth in Article III of this Declaration. Said share shall be paid to the Association in the manner provided in the By-Laws.

C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions:

1. Assessments that are unpaid for over 10 days after due date shall bear interest at the highest legal rate; all payments on account shall be first applied to interest and then to the assessment payment first due.
2. The Association shall have the right to place a lien on each Unit for any unpaid assessments, with interest thereon. Said lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the date of its recording in the manner provided in the Condominium Act, and shall have the priorities established by said Act.
3. Liens for assessments may be foreclosed in the manner provided in the Condominium Act. In any

foreclosure of a lien for assessments, the Owner of the Unit subject to the lien may be required to pay a reasonable rental for the Unit, and the lienor may be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same. Nothing herein, however, shall be construed to prevent maintenance of a suit to recover a money judgment for unpaid assessments, the maintenance of such suit shall not be deemed a waiver of the lien securing same.

4. When the first mortgagee of a mortgage of record to a purchaser of a Condominium Unit obtains title to the Unit as a result of foreclosure, or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such unit which became due prior to aquisition of title as a result of such foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns a first mortgagee acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

5. Except as provided in (4) above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common

Expenses unless all Unit Owners are likewise proportionately excused from such payment. The developer shall, however, be excused from the payment of its share of Common Expenses for those Units owned by it during the time that it shall have guaranteed to each purchaser that the assessment for Common Expenses would not increase over a stated dollar amount and shall have obligated itself to pay any amount of Common Expenses above those sums paid by the Unit Owners.

D. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or by the abandonment of his Unit.

E. The Association shall also collect from each individual Unit Owner a special assessment annually to be paid over to The Pelican Bay of Naples Foundation, Inc.

ARTICLE VII.

Association. The operation of the Condominium shall be by Chateaumere Condominium Association, Inc., a corporation not for profit incorporated under the laws of the State of Florida (hereinafter referred to as the "Association"). The Association shall operate pursuant to the provisions of the Declaration, the Articles of Incorporation and the By-Laws of the Condominium.

ARTICLE VIII.

Insurance

A. The Board of Directors of the Association shall obtain and maintain at all times the following insurance listed below. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for the Unit Owners, without naming them, and first mortgagees, and to other mortgagees upon request.

1. Liability Insurance. Public liability insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, in such

amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth above in Article VI. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within the individual Units.

2. Casualty Insurance. Casualty insurance insuring against vandalism, malicious mischief, fire, windstorm and extended coverage insurance, insuring all of the insurable improvements upon the land and all personal property included in the Common Elements and Limited Common Elements for a minimum of eighty percent (80%) of the full replacement value, together with such other insurance as the Association deems necessary. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportion set forth above in Article VI. The Association shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year.

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

B. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth above in Article VI.

C. Distribution of Proceeds. In the event a loss occurs for which proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

1. To the officers and/or employees of the Association responsible for the conduct of the condominium's financial affairs. Said officers and employees shall be bonded at the Association's expense at least to the full extent of

the insurance proceeds and other funds on hand and all such payees shall endorse the insurance company check payable to the Association.

2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the Association shall pay the proceeds to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, each Owner's share being the same as the undivided interest to his Unit. Such proceeds shall be paid to Unit Owners and their mortgagees jointly.

3. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners by the Association, each Owner's share being equal to the undivided interest in the Common Elements and the Limited Common Elements appurtenant to his Unit. Remittances shall be paid to Unit Owners and their mortgagees jointly.

D. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

E. Unit Owners may obtain insurance coverage at their own expense upon their own property and for their personal liability and living expense.

(a) All casualty policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of

the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

(b) All other property contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units shall be insured by the individual unit owner.

ARTICLE IX.

A. Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Lesser damage. If Units to which at least fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired by the Association.

2. Major damage. If Units to which more than fifty percent (50%) of the Common Elements and the Limited Common Elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, a decision as to whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(a) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild and repair.

(b) Immediately after the determination of the amount of insurance proceeds the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments

required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall announce a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the Owners of seventy-five percent (75%) of the Common Elements and Limited Common Elements, the damaged property shall be reconstructed or repaired; or if not so approved, the Condominium shall be terminated without agreement and any proceeds from insurance or sale of Condominium Property shall be distributed as provided in Article XIII of this Declaration. Such approval may be expressed by vote or in writing filed with the Association at/or prior to the meeting. The expense of such determination shall be assessed against all Unit Owners in proportion to their shares of the Common Elements and the Limited Common Elements.

B. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of not less than seventy-five percent (75%) of the Common Elements, including Institutional First Mortgagees, the owners of damaged Units and owners of Units whose plans are intended to be altered, which approvals shall not be unreasonably withheld.

C. If the damage is only to those parts of an individual Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

D. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the

costs thereof are insufficient, notwithstanding anything to the contrary contained herein, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the Owners's share in the Common Elements and the Limited Common Elements.

ARTICLE X.

1. Condemnation. In case at any time or times the Condominium Property or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Association as trustee for all Unit Owners and mortgagees according to the loss or damage to their respective interests in the Condominium Property, as follows:

A. If such taking does not reduce or make untenable any of the Units, said proceeds shall be used promptly to replace or restore improvements taken upon the affirmative vote of seventy-five percent (75%) of the Unit Owners. In the event seventy-five percent (75%) in number and in common interest of the Unit Owners do not approve the replacement and restoration of the property so taken, the proceeds shall be distributed to the Unit Owners in proportion to the impairment of their respective interests.

B. If such taking reduces or makes untenable any of the Units, the proceeds shall be distributed to the Unit Owners and mortgagees affected by such taking jointly and in proportion to the impairment of their respective interests. The shares in the Common Elements appurtenant to the Units which continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Owners.

C. If such taking reduces or makes untenable all of the Units, the proceeds shall be distributed by the Association

in the same manner as insurance proceeds as provided above, unless seventy-five percent (75%) in number and in common interest of the Unit Owners vote to restore or replace the portions of the Condominium Property so taken. In the event said Unit Owners approve the restoration and replacement of said property, the Association shall disburse the award to contractors engaged in such replacement and restoration in appropriate progress payments; provided however, any such replacement or restoration must be according to plans and specifications approved by the Board of Directors of the Association and by the owners of not less than seventy-five percent (75%) in number and in common interest of the Unit Owners. If the award is not sufficient to pay the cost of such replacement and restoration, then additional assessments may be made against Unit Owners as provided in the By-Laws.

ARTICLE XI.

A. Use Restrictions. A residential unit shall only be used for one family and their guests, and as provided in Article VII of the By-Laws, and for no other purposes. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owner commit or permit any nuisances, immoral or illegal acts in or about the Condominium Property. No clothes lines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of the Board of Directors.

B. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and

amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

ARTICLE XII.

Maintenance of Community Interest. 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 shall be subject to the following provisions so long as the Condominium exists and the Condominium Building exists in useful condition upon the land, which provisions each Unit Owner covenants to observe:

A. No Unit Owner may effectively dispose of his Unit unless to another Unit Owner, except as follows:

1. A Unit Owner intending to make a bona fide sale of his Condominium Unit shall give the Board of Directors of the Association notice of such intention, together with the name and address of the intended purchaser and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors, except that no Unit Owner shall be permitted to dispose of his Unit unless and until all sums, charges and assessments have been paid and the intended purchaser agrees to be bound by the Declaration of Condominium, By-Laws, Articles of Incorporation and all other rules, regulations and restrictions set forth by the Condominium Association as well as the Condominium Act.

2. Within ten (10) days after receipt of the notice described in Paragraph (A)(1) of this article, the Board of Directors must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which certificate shall be delivered to the purchaser.

3. If the Board of Directors disapproves a proposed sale, it shall deliver a written notice to the Unit Owner (or

mail to the place designated by the Unit Owner in his notice) designating the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to purchase upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within the said ten (10) day period, shall be deemed a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given.

4. If the Board of Directors shall fail to provide a purchaser or such purchaser shall fail to make an offer as stated in Paragraph (3) above, then notwithstanding the disapproval, the sale shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided in Paragraph (3) above. Further, in the event a purchaser designated by the Board of Directors takes title to the Condominium Unit, he too shall be given such a certificate.

5. The consent by the Board of Directors to a sale of a Unit by a Unit Owner shall not constitute a waiver of the Board's rights provided for in this Article. Nor shall the consent of the Board of Directors to an individual Unit Owner in one transaction covered in this Article constitute a waiver of the Board's rights in any other transaction by the individual Unit Owner.

6. The provisions of this section shall in no way be construed as affecting the rights of a prior first mortgagee with a recorded first mortgage on any Unit and the redemption rights hereinabove set forth shall remain subordinate to any such prior first mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure or other judicial sales, nor to transfers to first mortgagees, the Developer, or a corporate grantee of all of the Condominium Property.

7. No fee shall be charged in connection with the transfer sale or approval in excess of expenditures reasonably required for transfer or sale, and this expense shall not exceed \$50.00. Furthermore, the Association shall make no charge in connection with an extension or renewal of a lease.

8. Notwithstanding any of the provisions hereinabove contained, the provisions of this section shall not be applicable to Developer, and said corporation is irrevocably authorized, permitted and empowered to sell, lease, sublease or assign leases in Condominium Units to any purchaser, lessee, sublessee, or assignee approved by it. Developer shall have the right to transact any business necessary to consummate sales of Condominium Units, including, but not limited to, the right to maintain models, erect signs identifying the Condominium Property and advertising the sale of Condominium Units, maintain employees in the offices, use the Common Elements, and show Units for sale. The sales office, the furniture and furnishings in the model Units, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. So long as there are unsold Condominium Units, Developer retains the right to be the Owner of said unsold units under the same terms and conditions as all other Unit Owners, excepting

that the Developer will not be subject to the provisions of Paragraphs (1) through (6) hereof and any persons occupying a Unit owned by Developer with the consent of Developer shall, for the purposes of determining their rights and obligations, be treated as the Owner of the Unit so occupied. Developer, as a Unit Owner, shall contribute to the Common Expenses in the manner provided in Article VI, and shall have one vote in the Association for each unsold Condominium Unit. No amendment of this section shall be effective without the prior written consent of the Developer to any such amendment.

9. The provisions (1) through (6) hereof shall not apply to a transfer by an individual Unit Owner to his wife or husband, as the case may be, except as hereinafter provided.

10. All notices required by Section A of this Article shall be deemed received three (3) days after the date of mailing.

B. Except in the case of transfers made to a spouse, child, children or parents of the donor or deceased Unit Owner, all transfers by gift, devise or inheritance shall be subject to the following provisions:

1. Any Unit Owner, other than those excepted above, who has obtained his title by gift, devise or inheritance shall within ninety (90) days of the acquisition of title, give notice to the Board of Directors of the Association of the acquiring of his title together with such personal information as the Board of Directors may reasonably require, including a certified copy of the instrument evidencing his title.

2. Within thirty (30) day of receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be in a

certificate executed by the President and Secretary in recordable form and shall be delivered to the Unit Owner.

3. If the Board of Directors disapproves of the person or persons who receive title by gift, devise, or inheritance, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

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

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

(c) The sale shall be closed within thirty (30) days following the determination of the sales price.

(d) If the Association shall fail to provide a purchaser as herein required, 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.

4. The provisions of this section shall in no way be construed as affecting the rights of a prior first mortgagee with a recorded first mortgage on any Unit and the redemption rights hereinabove set forth shall remain subordinate to any such prior first mortgage. Further, the provisions of this Article shall not be applicable to purchasers at foreclosure sales or other judicial sales, nor to transfers to first mortgagees, the Developer, or a corporate grantee of all of the Condominium Property.

5. Notwithstanding any provisions herein contained, the provisions of this section shall not be applicable to Developer, and said corporation is irrevocably authorized, permitted and empowered to convey by gift Condominium Units to any donee.

6. All notices required by Section B of this Article shall be deemed received three (3) days after the date of mailing.

C. Any sale, mortgage, lease or other transfer not authorized pursuant to the terms of this Article, shall be void unless subsequently approved by the Association.

D. Notwithstanding the foregoing, the Association may not purchase any Unit without prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote.

ARTICLE XIII.

Termination

A. If it is determined in the manner provided in Article IX, that the Condominium shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without further agreement.

B. Otherwise, the Condominium may be terminated in the manner provided in the Condominium Act, as the result of the affirmative vote of one hundred percent (100%) of the Unit Owners and further provided that the holders of all liens

affecting any of the Condominium Units consent thereto. The proposed termination shall be submitted to a vote at a meeting of the Unit Owners. Notice of the proposed termination shall be stated in the notice of the meeting.

C. If less than one hundred percent (100%), but more than eighty-five percent (85%) of the Unit Owners consent to termination, then the approving Owners shall have the option to buy all of the Units of the Owners not approving of termination, said option to continue for a period ending on the sixtieth (60th) day from the date of the meeting at which the proposed termination was properly considered. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The options shall be on the following terms:

1. The option shall be exercised by the personal delivery or mailing by registered mail to each of the record owners of the Units to be purchased, the following instruments:

(a) a certificate executed by the President and Secretary of the Association certifying that the option to purchase Units owned by Owners not approving termination has been exercised as to all of such Units. Such certificate shall state the names of the Unit Owners exercising the option, the Units owned by them and the Units being purchased by each of them.

(b) an agreement to purchase, upon the terms herein stated, the Unit of the Owner receiving the notice, which agreement shall be signed by the purchasing Unit Owner.

2. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the personal delivery or mailing of such agreement. In the absence of such agreement, the price shall be determined by arbitration in accordance with the then existing rules of

the American Arbitration Association, except that the arbitrators shall be two (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 expenses of the arbitration shall be shared equally by the purchaser and seller.

3. Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

D. Immediately after unanimous consent has been obtained, or immediately after the completion of the purchase of all Units from all Owners dissenting from said proposed termination, every Unit Owner shall immediately convey by Warranty Deed to the Association, all of said Unit Owner's right, title and interest to his Condominium Unit, provided the appropriate Association officers and employees have been adequately bonded. The Association or any member shall have a right to enforce such conveyance by seeking specific performance in a civil court.

E. The Board of Directors shall then sell all of the property, upon terms provided in writing by all of the Unit Owners and first mortgagess, at public or private sale. Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale"), shall be distributed to the Unit Owners in the manner set forth below.

F. The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be determined by multiplying the net proceeds of the sale by a fraction in which the numerator will be the amount paid by the original Unit owner to the Developer for his Condominium Unit, and the denominator will be the aggregate of the amounts originally paid to the Developer for all of the Condominium Units. Developer will file a schedule with the Association showing the fractional portion allocable to each Unit Owner as provided for by the provisions of this paragraph. The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner will prevail over the provisions of Article VI.

G. Upon the determination of each Unit Owner's share, as above provided for, the Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority. Upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Condominium Unit or Units, regardless of whether the same are paid in full. Any lien remaining unpaid shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority. Thereupon, the Board of Directors shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the Unit Owner or Owners entitled thereto or lienors to such Units. If more than one person has any interest in a Condominium Unit, the Association shall pay the remaining distributive share allocable to said Condominium Unit to the various owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Condominium Unit, then payment shall be made jointly to the Owner and/or Owners of such Unit and the Owners and holders of the mortgages and liens

encumbering said Unit.

H. As evidence of the Unit Owners' resolution to abandon, passed by the required vote or written consent of the Unit Owners, the President and Secretary of the Association shall effect and place in the Public Records of Collier County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of first mortgagees to such abandonment.

I. After such an affidavit has been recorded and all Owners have conveyed their interest in the Condominium Units to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

J. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of first mortgages upon the Units.

ARTICLE XIV.

Voting Rights.

Subject to the provisions and restrictions set forth in the Articles of Incorporation and By-Laws of the Association, each Unit Owner is entitled to one (1) vote for each Unit owned by him.

The Unit Owners in each Phase shall elect one (1) representative from each Phase to cast votes for all of the Unit Owners in that Phase on any subject submitted to the Association by The Pelican Bay of Naples Foundation, Inc. The vote cast by the elected representative shall be cast in the same manner as each individual Unit Owner submits his vote on such subject to the elected representative.

Method of Amendment of Declaration.

A. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called and convened in accordance with the By-Laws of the Association in the following manner:

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

2. An amendment shall be approved by affirmative vote of three-fourth (3/4) of all Unit Owners present in person or by proxy and casting votes at such meeting.

Provided however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent and no amendment shall change any Unit nor share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of first 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 of Repair After Casualty" unless the record owners of all first mortgages upon the Condominium shall join in the execution of the amendment. No amendment shall be made affecting the rights, as expressed in the Declaration or any documents attached hereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment.

B. An amendment properly adopted shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

ARTICLE XVI.

O.R. 895 PG 0442

By-Laws.

The operation of the Condominium property shall be governed by the By-Laws of the Condominium Association, a copy of which is attached to this Declaration and made a part hereof as Exhibit IV. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Condominium Unit or Units. No modification or amendments to the By-Laws of said Association shall be valid unless evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

ARTICLE XVII.

Miscellaneous Provisions.

A. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land and shall run perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as defined in the Condominium Act and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation and By-Laws of the Condominium Association.

B. The Unit Owners shall return the Unit for the purpose of ad valorem taxes to the Property Appraiser of Collier County, Florida, or such other future legally authorized governmental officer of authority having jurisdiction over the same. Nothing herein contained shall be construed, however, as giving to any

Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities for the valuations herein prescribed, and each Unit Owner shall pay such ad valorem taxes and special assessments as are separately assessed against his Condominium Unit.

For purpose of ad valorem taxation, the interest of the Owner of a Condominium Unit in his Unit and in the Common Elements shall be considered as a Unit. The value of said Unit shall be the fractional portion of the value of the entire Condominium including land and improvements, as has been assigned to said Unit in Article IV hereof.

C. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from removing or authorizing the removal of any party wall between Units in order that the said Units might be used together as one integral Unit. In such event, all assessments, voting rights and the share of Common Elements shall be calculated as such Units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, with the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been combined.

D. Wherever a Director, officer, employee or agent of the Association is required by this Declaration or the By-Laws attached hereto to be bonded, the Association shall pay all expenses arising out of the procurement and maintenance of said bonds.

E. If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto,

or the Condominium Act, and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

F. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail at their place of residence in the Condominium Building unless the Unit Owner has by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail to the principal office of the Association at 940 North Collier Boulevard, Marco Island, Florida. Notice to the Developer shall be mailed by certified mail to the principal office of Developer at 940 North Collier Boulevard, Marco Island, Florida. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

G. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Condominium Act. Should the Association find it necessary to bring court action to enforce compliance with the law, this Declaration and/or the By-Laws, upon a finding by the court that the violation complained of is willful, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the court, together with the court costs.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

IN WITNESS WHEREOF, Southern Gulf Properties, Inc., a Florida corporation, has caused these presents to be executed by its proper officers, who are thereunto duly authorized, and its corporate seal to be affixed this 2nd day of November, 1979.

SOUTHERN GULF PROPERTIES, INC.

[CORPORATE SEAL]



By: K. Kraemer
Karl Kraemer, President

Attest: Glenellen Woodward
Glenellen Woodward, Secretary

Signed, sealed and delivered in our presence:

Patricia A. McFall
Jane M. Bennett

STATE OF FLORIDA)
 : ss:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this 2nd day of November, 1979, before me personally appeared Karl Kraemer and Glenellen Woodward, President and Secretary, respectively of Southern Gulf Properties, Inc., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Marco Island, in the County of Collier and State of Florida, the day, month and year last aforesaid.



Robert L. Lawrence
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 26 1983
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument prepared by:

Arthur V. Woodward, Esq.
Woodward & Bruner, P.A.
940 North Collier Boulevard
Marco Island, Florida 33937

WOODWARD & BRUNER, P.A., TRUSTEE joins in the Declaration of Condominium of Chateaumere, a condominium.

WOODWARD & BRUNER, P.A. TRUSTEE

By: Arthur V. Woodward
Arthur V. Woodward

Signed, Sealed and delivered in the presence of:

Patricia R. McFall
Jane M. Bennett

STATE OF FLORIDA)
)ss:
COUNTY OF COLLIER:

I HEREBY CERTIFY THAT on this 2nd day of November, BEFORE ME, the undersigned authority, this day personally appeared ARTHUR V. WOODWARD, well known to me and known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the uses and purposes therein expressed.

therein expressed.
WITNESS my hand and official seal at Marco Island, in the County of Collier and State of Florida, the day, month and year last aforesaid.

Barbara A. Lawrence
Notary Public
My Commission Expires:

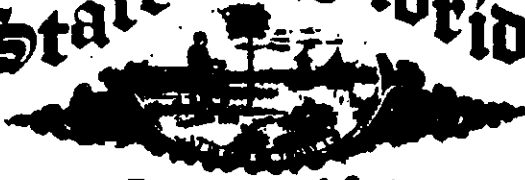
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 26 1983
BONDED THRU GENERAL INS. UNDERWRITERS



This Instrument Prepared by:
Woodward & Bruner, P.A.

By: Arthur V. Woodward, Esq.
940 North Collier Boulevard
Marco Island, FL 33937

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 26, 1979, as shown by the records of this office.

The charter number for this corporation is 749089.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 26th day of September, 1979



CER 101 Rev. 5-79

George Firestone
Secretary of State

FILED
SEP 12 1979
TALLAHASSEE

ARTICLES OF INCORPORATION
OF
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

O.R. 895 PG 0448

We the undersigned, each being a natural person competent to contract, do hereby associate ourselves for the purpose of acting as incorporators of a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Chapter 617 of the Florida Statutes providing for the formation of a corporation not for profit, with the powers, rights, privileges and immunities as hereinafter set forth.

I. NAME

The name of the corporation (hereinafter called "the Association") is CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

II. REGISTERED OFFICE, REGISTERED AGENT

The principal office of the Association is the office of Woodward & Bruner, PA, 940 North Collier Boulevard, Marco Island, Florida.

The name of the initial registered agent for service of process and the address of the registered office is Arthur V. Woodward, 940 North Collier Boulevard, Marco Island, Florida.

The registered agent is authorized to accept service of process within this state upon the Association.

III. PURPOSE

The purpose and objects for which the Association is organized are any and all purposes authorized to be performed by a corporation not for profit under Chapter 617 of the Florida Statutes, together with any association under Chapter 718 of the Florida Statutes, as same may from time to time be amended. As used herein, the term "corporation not for profit" means a corporation no part of the income of which is distributable to its members, directors and officers.

Without limiting the generality of the foregoing, the purposes for which the Association is organized shall include

maintenance, preservation, administration, operation, and management of CHATEAUMERE, a condominium formed pursuant to the Florida Condominium Act, and a Declaration of Condominium to be executed and filed in the office of the Clerk of the Circuit Court of Collier County, Florida.

IV. ASSOCIATION MEMBERSHIP

Each owner of a Condominium Unit shall have appurtenant to his ownership interest a membership in the Association, 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 the performance of an obligation shall acquire the membership appurtenant to such Unit by virtue of such security interest. In no event may any membership be severed from the Unit to which it is appurtenant. Membership in the Association shall cease and terminate upon the sale, transfer or disposition of the member's ownership interest in his Condominium Unit.

As used in these Articles of Incorporation, the By-Laws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to the members of the Association.

V. VOTING RIGHTS OF UNIT OWNERS

Owners of each Unit, as members of the Association, shall have one (1) vote for each Unit owned by such Unit Owner, provided however, in the event that a Unit is owned by more than one person, the persons owning said Unit are entitled to cast a single vote in the manner provided for in the By-Laws.

VI. MEETINGS OF UNIT OWNERS

The first annual meeting of Unit Owners shall be held within not less than thirty (30) nor more than forty (40) days after Unit Owners receive notice from the Board of Directors that fifteen percent (15%) of the Units have been sold by Gulf Stream Properties, Inc., a corporation organized under the laws of the State of Florida and authorized to do business in the State of Florida (hereinafter called "Developer"). Thereafter,

annual meetings of Unit Owners shall be held on the third Wednesday in March of each succeeding year; provided however, that the meeting at which the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors pursuant to the provisions of Article VII hereof, shall be deemed to be the annual meeting in respect of said year, and with respect to said year, it shall not be necessary that an annual meeting be held on the date specified herein.

VII. DIRECTORS

The Association shall initially be governed by a Board of Directors consisting of three (3) persons. The names and addresses of the Directors who are to serve until the first annual meeting of Unit Owners, or until their successors qualify and are elected are: Karl Kramer, 940 North Collier Boulevard, Marco Island, Florida; Arthur V. Woodward, 940 North Collier Boulevard, Marco Island, Florida; and Glenellen Woodward, 940 North Collier Boulevard, Marco Island, Florida.

At the first annual meeting of Unit Owners, one (1) of the above-named Directors shall resign, and the Unit Owners shall elect one (1) Director to serve until the next annual meeting of Unit Owners. At each annual meeting thereafter, and until such time as the Unit Owners other than the Developer become entitled to elect a majority of the Board of Directors, the Unit Owners shall elect one (1) Director to serve for a period of one (1) year, or until the next annual meeting, whichever shall occur sooner.

Unit Owners other than the Developer shall be entitled to elect a majority of the Board of Directors at a meeting, which meeting shall be deemed to be the annual meeting in respect of said year, to be held after the earliest of (1) the date three (3) years after sales by Developer of fifty percent (50%) of the Units in the Condominium have closed; or (2) the date three (3) months after sales by Developer of ninety percent (90%) of the Units in the Condominium have closed; or (3) the date when all the Units have been completed, some of them have been sold, and

no unsold units are being offered for sale by Developer in the ordinary course of business.

At such time as the Unit Owners other than Developer are entitled to elect a majority of the Board of Directors, the number of Directors shall be seven (7) persons, to be elected as hereinafter set forth. Thereafter, the members shall have the right at any annual or special meeting called for that purpose, to change the number of Directors constituting the Board of Directors. In no event shall the Board of Directors consist of less than three (3) persons nor more than seven (7) persons.

At such annual meeting and at all subsequent annual meetings, the Unit Owners other than Developer shall elect the greater of (1) a majority of the members of the Board; or (2) that number of members of the Board corresponding to the aggregate voting power of the Unit Owners other than Developer. Directors so elected shall serve until the next annual meeting. All members of the Board of Directors elected by Unit Owners other than Developer shall be owners of a Condominium Unit.

VIII. OFFICERS

The officers of the Association who are accountable to the Board of Directors shall be: President, one or more Vice Presidents, a Secretary and a Treasurer. Officers shall be elected annually by the Board of Directors.

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

Karl Kramer, President
Arthur V. Woodward, Vice President
Jane A. Wittwer, Secretary
Glenellen Woodward, Treasurer

IX. BY-LAWS

The initial By-Laws of the Association are those annexed to the aforesaid Declaration of Condominium. Such By-Laws may be altered, amended, or repealed in by a majority of the first Board of directors until the first annual meeting, and thereafter by the Unit Owners in the following manner only:

A. 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.

B. Approval. An amendment shall be approved by two-thirds (2/3) of all of the voting Unit Owners. Unit Owners 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.

C. Proviso. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Any amendment made must be in conformity with the provisions of Chapters 617 and 718 of the Florida Statutes, as may from time to time be amended.

X. DURATION

The period of duration of the Association is perpetual, unless sooner terminated pursuant to the provisions of the Declaration of Condominium or pursuant to the provisions of the laws of the State of Florida.

XI. NO STOCK

Although the Association is a corporation, the Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever provide for non-member voting.

XII. SUBSCRIBERS

The names and residences of the subscribing incorporators are: Arthur V. Woodward, 1136 Edington Place, Marco Island, Florida; Glenellen Woodward, 1136 Edington Place, Marco Island, Florida; and Jane A. Wittwer, 1130 Martinique Court, Marco Island, Florida.

XIII. POWERS

The Association shall have and may exercise any and all rights, privileges and powers set forth in Chapters 617 and 718 of the Florida Statutes, together with those powers conferred by the aforesaid Declaration of Condominium and any and all By-Laws of the Association, as same may from time to time be amended. Without limiting the generality of the foregoing, the Association shall have the following powers:

1. To 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.

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

3. To 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.

XIV. AMENDMENT

Until the first annual meeting of the Unit Owners, these Articles of Incorporation may be altered or amended at any regular or special meeting of the Board of Directors upon a resolution adopted by a majority of the Directors. Thereafter these Articles of Incorporation may be altered or amended at any regular or special meeting of the voting Unit Owners, provided that: (1) notice of the meeting is given in the manner provided for in the By-Laws and that said notice contains a full statement of the proposed alteration or amendment; and (2) the proposed alteration or amendment is approved by the affirmative vote of two-thirds (2/3) of all Unit Owners.

WE, THE UNDERSIGNED, being each of the subscribers/ incorporators hereinabove named, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, supra, do hereby subscribe to these Articles of Incorporation and have hereunto set our hands and seals this 20th day of September, 1979.

Arthur V. Woodward (SEAL)
Arthur V. Woodward

Glenellen Woodward (SEAL)
Glenellen Woodward

Jane A. Wittwer (SEAL)
Jane A. Wittwer


STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

O.R. 895 PG 0454

BEFORE ME, the undersigned authority, this day personally appeared Arthur V. Woodward, Glenellen Woodward, and Jane A. Wittwer, who, after being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Marco Island, Collier County, Florida, this 20th day of September, 1979.

(SEAL)


Notary Public
My Commission Expires:
NORMAN PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 26 1982
BOYARD FROM GENERAL INS, UNDERWRITERS

ACKNOWLEDGMENT BY REGISTERED AGENT

Arthur V. Woodward, having been named in the Articles of Incorporation to accept service of process for the above-named Corporation at the place designated herein, hereby accepts and consents to act in this capacity and agrees to comply with the provisions of the Florida General Corporation Act relative to keeping open said office.


Arthur V. Woodward

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In compliance with Section 48.091, Florida Statutes, the
following is submitted:

First that: CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.,
desiring to organize or qualify under the laws of the State of
Florida, with its principal place of business at 940 North
Collier Boulevard, Marco Island, Florida, has named Arthur V.
Woodward, located at 940 North Collier Boulevard, Marco Island,
Florida, as its agent to accept Service of Process within
Florida.



Having been named to accept Service of Process for the
above stated corporation, at the place designated in this
certificate, I hereby agree to act in this capacity, and I
further agree to comply with the provisions of all statutes
relative to the proper and complete performance of my duties.



Arthur V. Woodward

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on October 17, 1979, as shown by the records of this office.

The charter number of this corporation is 749089.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of October, 1979.



CSR 101 Rev. 5-79

George Firestone
Secretary of State

ARTICLES OF AMENDMENT

O.R. 895 PG 0457

BE IT HERE KNOWN THAT CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a duly registered non-profit corporation in the State of Florida, being officially registered September 26, 1979 under Charter Number 749089, files this Amendment to Article VI of its Articles of Incorporation:


FILED
9 26 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VI. MEETINGS OF UNIT OWNERS

The first annual meeting of Unit Owners shall be held within not less than thirty (30) nor more than forty (40) days after Unit Owners receive notice from the Board of Directors that fifteen (15%) of the Units have been sold by SOUTHERN GULF PROPERTIES, INC., a corporation organized under the laws of the State of Florida and authorized to do business in the State of Florida (hereinafter called "Developer"). Thereafter, annual meetings of Unit Owners shall be held on the third Wednesday in March of each succeeding year; provided however, that the meeting at which the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors pursuant to the provisions of Article VII hereof, shall be deemed to be the annual meeting in respect of said year, and with respect to said year, it shall not be necessary that an annual meeting be held on the date specified herein.

A special meeting of the Board of Directors of the Corporation was held on October 1, 1979 and said amendment was adopted pursuant to a majority vote.


Arthur V. Woodward, Vice President


Jane A. Wittwer, Secretary

(CORPORATE SEAL)



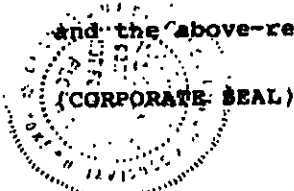
AFFIDAVIT

THE BOARD OF DIRECTORS OF CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., Arthur V. Woodward, Vice President, on this 1st day of October, 1979, hereby adopts the following Amendment to the Articles of Incorporation:

ARTICLE VI. MEETINGS OF UNIT OWNERS

The first annual meeting of Unit Owners shall be held within not less than thirty (30) nor more than forty (40) days after Unit Owners receive notice from the Board of Directors that fifteen (15%) of the Units have been sold by SOUTHERN GULF PROPERTIES, INC., a corporation organized under the laws of the State of Florida and authorized to do business in the State of Florida (hereinafter called "Developer"). Thereafter, annual meetings of Unit Owners shall be held on the third Wednesday in March of each succeeding year; provided however, that the meeting at which the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors pursuant to the provisions of Article VII hereof, shall be deemed to be the annual meeting in respect of said year, and with respect to said year, it shall not be necessary that an annual meeting be held on the date specified herein.

A unanimous vote was had by the directors on October 1, 1979, and the above-referenced change was authorized.

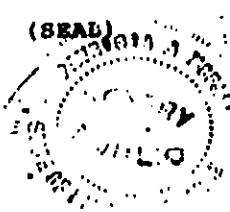


Arthur V. Woodward
Arthur V. Woodward
Vice President

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

On this 1st day of October, 1979, before me, the undersigned officer, personally appeared ARTHUR V. WOODWARD, known to me to be the person whose name is subscribed to the above Affidavit that the facts and statements are true and correct to the best of his knowledge, belief, and understanding.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Patricia A. McCall
Notary Public
My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES DEC. 10 1982
GROSS REG. NO. 00000000

BY-LAWS
of
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.
A Non-Profit Florida Corporation

I. General

A. Name and Legal Description. These are the By-Laws of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association"), a corporation not for profit organized pursuant to Chapters 617 and 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), as same always from time to time be amended, for the purpose of administering CHATEAUMERE, a phase condominium, as defined in Florida Statute 718.403 (hereinafter referred to as the "Condominium"), located upon the following lands in Collier County, Florida:

Phase One: A parcel of land in Section 9, Township 49 South, Range 25 East, Collier County, Florida, being a portion of Parcel H of Pelican Bay, Unit One according to the plat thereof as recorded in Plat Book 12 at Pages 47 thru 52 of the Public Records of Collier County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast one-quarter of said Section 9; thence $SO^{\circ}30'31''$ E along the West line of said Northeast one-quarter for 1603.66 feet to an intersection with the northeasterly line of said parcel H and the point of beginning of the herein described parcel of land; thence $N34^{\circ}03'25''$ W for 70.00 feet; thence $S87^{\circ}31'26''$ W for 176.63 feet; thence $S22^{\circ}10'15''$ W for 148.00 feet; thence $S82^{\circ}10'15''$ W for 326.00 feet; thence $S12^{\circ}34'45''$ E for 197.00 feet to the point of curvature of a circular curve concave to the northeast; thence southeasterly along the arc of said curve having for its elements a radius of 1140.00 feet and a central angle of $7^{\circ}44'03''$ for 153.89 feet; thence $N54^{\circ}10'16''$ E for 684.91 feet; thence $N34^{\circ}03'25''$ W for 84.40 feet to the point of beginning, containing 3.45 acres more or less.

Proposed Phase Two and Phase Three, see Declaration of Condominium, Article II for property to be contained in each proposed Phase.

B. Principal Office. The principal office of the Association shall be the office of Woodward & Bruner, P.A., 940 North Collier Boulevard, Marco Island, Florida 33937.

C. Registered Agent, Registered Office. The registered agent for the Association shall be such person(s) as the Association may from time to time change by resolution of its Board of Directors in accordance with the provisions of Chapter 617, Florida Statutes, and the office of such registered agent shall be deemed the registered office of the Association for the purpose of service of process. The initial registered agent for the Association and his registered office are as set forth in Article II of the Articles of Incorporation.

D. Definitions. As used herein, the term "Developer" shall mean the SOUTHERN GULF PROPERTIES, INC., the creator of the Condominium, which is offering Condominium Units in the Condominium for sale in its ordinary course of business pursuant to the Condominium Act as aforesaid.

II. Directors

A. Board of Directors. The affairs of the Association shall be governed by a Board of Directors consisting of members as follows:

1. The initial Board of Directors shall consist of three (3) persons who shall be designated by Developer and shall serve until their successors qualify or until the first annual meeting of Unit Owners as set forth in Article IV of these By-Laws. The members of the initial Board of Directors shall consist of such of the officers, directors, agents and/or employees of Developer as Developer shall from time to time designate.

2. At such time as the Unit Owners of Phase One, other than Developer, are entitled to elect a majority of the Board of Directors, and the Developer has notified the Board of his intention not to develop any future phases, the number of

directors on the Board shall be increased to (7) persons to be elected as set forth in Section B of this Article. The Unit Owners' representatives on the Board elected as specified in Section B of this Article shall be owners, co-owners, spouses of owners, mortgagees of units, or in the case of corporate owners or mortgagees of units, officers, directors, shareholders or authorized employees of such corporation.

3. Should the Developer elect to develop Phase Two, the Unit Owners in Phase One shall elect four representatives to the Board the first year, and the Unit Owners in Phase Two shall elect three representatives to the Board the first year. Thereafter, the Board shall consist of seven Directors and each subsequent year each Phase shall alternate electing four and three Directors respectively.

4. Should the Developer elect to construct all three phases of the Condominium, the Unit Owners in Phase One shall elect two representatives to the Board; the Unit Owners in Phase Two shall elect two representatives to the Board, and the Unit Owners in Phase Three shall elect three representatives to the Board. Thereafter, the number of members on the Board of Directors shall be seven and the representation of each Phase shall be two from Phase One, two from Phase Two, and three from Phase Three.

B. Election of Directors. Unit Owners shall be entitled to elect members of the Board of Directors as follows:

1. At the first annual meeting of Unit Owners in each Phase, one (1) of the directors by the Developer shall resign and the Unit Owners other than Developer shall elect one (1) director to serve until the next annual meeting of Unit Owners. At each annual meeting thereafter and until such time as the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors, the Unit Owners shall elect one (1) director to replace the director previously elected by the Unit Owners and to serve for a period of one (1) year or until the next annual meeting, whichever shall occur sooner.

2. At such time as the Unit Owners other than Developer are entitled to elect a majority of the Board as set forth below, the Unit Owners other than Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of Unit Owners other than Developer.

3. In each Phase, the Unit Owners other than Developer shall elect a majority of the Board of Directors, allocated to that Phase, at a meeting to be held no later than the earliest of (1) the date three (3) years after sales by Developer of fifty percent (50%) of the Units in the Condominium have closed; or (2) the date three (3) months after sales by Developer of ninety percent (90%) of the Units in the Condominium have closed; or (3) the date when all the Units have been completed, some of them have been sold, and no unsold Units are being offered for sale by Developer in the ordinary course of business; or (4) the date when some of the Units have been sold and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

4. Developer shall be entitled to designate at least one (1) member of the Board for so long as Developer holds five percent of the Units in the Condominium for sale.

C. Term of Office. Commencing with the first meeting of the Unit Owners after the date on which Unit Owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors and the Developer has completed all phases of the condominium or sent written notice of his intent not to develop subsequent phases, Unit Owners shall elect four (4) Directors to serve for a period of two (2) years and three (3) Directors to serve for a period of one (1) year. The Directors shall hold office until their successors have been elected, qualified or until his earlier death, resignation or removal. Directors designated by Developer shall serve until their successors qualify or until their earlier death, resignation or removal by Developer.

D. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. At any regular or special meeting called by ten percent of the Unit Owners, any one or more of the members of the Board of Directors elected by Unit Owners may be removed with or without cause by a majority of the whole number of Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Directors designated by Developer may only be removed and replaced by Developer. Any member of the Board of Directors whose removal has been proposed by Unit Owner shall be given an opportunity to be heard at the meeting prior to a vote for such removal.

E. Resignation. Any Director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Secretary of the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required to make it effective.

F. Vacancy and Replacement. Vacancies in the Board of Directors, other than vacancies occurring as a result of removal by the Unit Owners, shall be filled for the unexpired term by the remaining Directors at any regular or special Directors' meeting. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting duly called for the purpose of filling such vacancy or vacancies shall choose a successor(s) who shall hold office for the predecessor Director's unexpired term.

G. Powers and Duties of the Board of Directors. All of 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 and employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Board of Directors shall include but not be limited

to the following:

1. To make and collect assessments against Unit Owners in accordance with Article V, subparagraph (D) of these By-Laws, to defray the cost and expenses of the Condominium.

2. To use the proceeds from the assessments in the Exercise of its powers and duties in the manner provided in Article V, subparagraph (D) of these By-Laws.

3. To enter into agreements and to purchase necessary equipment and tools for the maintenance and preservation of the Condominium.

4. To enter in and upon the Units when necessary and reasonable in connection with the maintenance and preservation of the Condominium.

5. To insure the Condominium property in the manner set forth in Article VIII of the Declaration of Condominium against casualty losses and public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

6. To reconstruct improvements after casualty and to further improve the Condominium Property as provided in Article IX of the Declaration of Condominium.

7. To make and amend reasonable regulations respecting the use of the Condominium Property as provided in Article XV of the Declaration of Condominium and Article XIII of these By-Laws.

8. To approve or disapprove the transfer of ownership of Units in the manner provided in Article XII of the Declaration of Condominium.

9. To enforce by legal means the provisions of the Condominium Act, the Declaration and the By-Laws.

10. To employ personnel as may be required for the maintenance and preservation of the Condominium Property.

H. Meetings.

1. Organizational Meeting. The first meeting of the Board of Directors held after a majority of the members have

been elected by Unit Owners other than Developer in each phase, shall be and constitute the organizational meeting and shall be immediately upon adjournment of the meeting at which any Directors were elected, provided a quorum shall then be present, or as soon thereafter as may be practical.

2. 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 members of the Board. During the period in which the members of the Board are designated by Developer, the Board shall hold at least one (1) such meeting during each calendar year. After a majority of the members of the Board are elected by Unit Owners other than the Developer, the Board shall hold at least two (2) such meetings during each calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by personal delivery, mail or telegram, at least five (5) business days prior to the day of such meeting.

3. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors by giving five (5) business days' prior notice to each member of the Board of Directors, by personal delivery, mail or telegram, which notice shall state the time, place and purpose of the meeting.

4. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board shall constitute a waiver of notice by him at the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

5. Meetings Open to All Unit Owners. Meetings of the Board of Directors shall be open to all Unit Owners and Notice of said Board of Directors' meeting shall be posted conspicuously in the Association Office for the benefit of all Unit

Owners at least forty-eight (48) hours in advance of said meeting, except in the case of emergency meetings. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

I. Quorum. At all such meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

J. Order of Business at Meetings. The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll Call
2. Reading of the minutes of the last meeting
3. Consideration of communications
4. Resignation and elections
5. Reports of officers and employees
6. Reports of committees
7. Unfinished business
8. Original resolutions and new business
9. Adjournment

K. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium for acting in the capacity of Director; provided however, that commencing with the election of a majority of the members of the Board of Directors by Unit Owners other than the Developer, Directors shall be compensated for reasonable expenses incurred by them

while acting as Directors.

L. Minutes. Minutes of all Director's meetings shall be kept in a business-like manner for a period of at least seven (7) years after such meeting and shall be available for inspection by all Unit Owners and Directors at all reasonable times.

M. Annual Statement. Commencing with the first annual meeting of Unit Owners after the meeting at which Unit Owners other than the Developer elect a majority of the Board of Directors, the Board shall present no less often than at the annual meeting of the Association, a full and clear statement of the business and condition of the Association, herein called the "Annual Statement," including a report of the operating expenses of the Association. Incident to the Annual Statement, the Board shall also prepare and present the proposed annual budget of Common Expenses of the Association in the manner provided in Article V, Paragraph C, hereof.

N. Limitation of Liability. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners, including those who are members of the Board of Directors, in proportion to their respective interests in the Common Elements, shall indemnify and hold harmless each of the members of the Board of Directors against all acts and/or omissions to the fullest extent provided by law while acting on behalf of the Association, unless any such acts and/or omissions shall have been made in bad faith or contrary to the provisions of law, the Declaration of Condominium, or these By-Laws. It is understood and permissible for the initial Board of Directors, who may be officers of or employed by Developer, to contract with the Developer and affiliated corporations and entities without incurring any liability for self-dealing, provided that any compensation paid in respect thereof shall be at their competitive rates. Such contracts may be cancelled by the board when a majority of the board is controlled by unit owners.

III. Officers

A. Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. Any two (2) of said officers may be united in one (1) person, except that the President shall not also be the Secretary of the Association.

B. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected or until the earlier death, resignation or removal of such officer.

C. President. The President, who shall be a Director of the Association, shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation not for profit organized under the laws of the State of Florida, including, but not limited to, the power to appoint committees from among the Unit Owners, from time to time, as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium. He shall have the general superintendance of all the other officers of the Association. He shall report to the Board of Directors all matters within his knowledge which in the interest of the Association may be required or requested to be brought to its attention.

D. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties

as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

E. Secretary. The Secretary shall perform all duties incident to the office of Secretary of a corporation not for profit organized under the laws of the State of Florida, including but not limited to the keeping of the minutes of all meetings of Unit Owners and of the Board of Directors, and seeing that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law. He shall be the custodian of the Association records and its seal and shall see that its seal is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized by these By-Laws. He shall keep a register of the post office address of each member of the Association, which addresses will be furnished to the Secretary by each Unit Owner. The Secretary also shall perform such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

F. Treasurer. The Treasurer shall perform all duties incident to the office of Treasurer, including but not limited to, the keeping of full and accurate books of accounts and financial records showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects of the Association in such depositories as may be designated by the Board of Directors and he shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements. He shall render to the President and Directors, at the regular meetings of the Board, or whenever they require it, an account of all his transactions as Treasurer and of the financial condition of the Association and shall also perform such other duties as from time to time may be assigned to him by the Board of Directors or by the President.

The Treasurer may be required by the Board of Directors to

give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. The Association shall pay all premiums for issuance of said bond.

G. Subordinate Officers. The Board of Directors may appoint such other officers and agents as may be deemed necessary; such other officers and agents shall hold office at the pleasure of the Board of Directors and shall have such authority and perform such duties as from time to time may be prescribed by said Board.

H. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

I. Resignation. Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required in order to make it effective.

J. Vacancies. If the office of the President, Vice-President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the entire Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

K. Compensation. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. The provision contained in Article II, subparagraph

K, of these By-Laws, prohibiting compensation to directors for performing services in such capacity shall not preclude the Board of Directors from employing and compensating a director as an employee or officer of the Association.

IV. Unit Owners Association

A. Membership. Each Unit Owner, including the Developer, shall be a member of the Association, provided however that if more than one person owns a single Unit, voting rights shall be in the manner set forth in subparagraph (H) of this Article. A Unit Owner will cease to be a member of the Association upon the sale, transfer or disposition of his ownership interest in his Condominium Unit, and such transfer shall be subject to the procedures set forth in Article XII of the Declaration of Condominium. As used in the Articles of Incorporation, these By-Laws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to members of the Association.

B. Annual Meetings. Within thirty (30) days after the date on which Unit Owners other than Developer own fifteen (15%) per cent of the units that will eventually be operated by the Association, in each phase, the Board of Directors shall call and give notice of the first annual meeting of Unit Owners, which meeting shall be held not less than thirty (30) nor more than forty (40) days after the date of that notice. At such meeting, one (1) of the directors designated by Developer holding office as a member of the Board of Directors shall resign, as provided in Article II of the By-Laws, and Unit Owners other than Developer shall elect one (1) member to the Board. Thereafter, annual meetings of the Unit Owners shall be held at two o'clock in the afternoon on the Third Wednesday in March of each succeeding year; provided however that the meeting at which Unit Owners other than Developer become entitled to elect a majority of the Board of Directors pursuant to Article II herein shall be deemed to be the annual meeting with respect to said year and it shall not be necessary that

this annual meeting be held on the date specified herein. At each such subsequent meeting, the Unit Owners, including Developer, shall elect a number of members to the Board of Directors sufficient to fill all vacancies and to replace or re-elect members whose terms have expired. Unit Owners may also transact such other business of the Association as may properly come before the meeting.

C. Special Meeting. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by a resolution of the Board of Directors or upon a petition signed and presented to the Secretary by a majority of the members. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Any meeting called where assessments against Unit Owners is to be considered, will be considered a special meeting as regards notice and the nature of such assessments shall be stated in the notice.

D. Notice of Meetings. It shall be the duty of the Secretary to give notice of the time and place of each annual meeting at least fourteen (14) days in advance by certified mail to each Unit Owner of record, at the address of such Owner at the Condominium, or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary at least ten (10) days prior to given notice of such meeting by the Secretary. The Secretary also shall post conspicuously in the Association office notice of said meeting at least fourteen (14) days prior to its occurrence. Notice of special meetings shall be subject to the same requirements herein stated, except that notice of special meetings shall state the purpose thereof. For the purpose of giving notice as required hereunder, the Secretary shall maintain a current list of Unit Owners.

E. Waiver of Notice. Notice may be waived by any Unit Owner by a writing signed and delivered to the Secretary. Additionally, the presence of any Unit Owner in person or by

proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening of such meeting object to the holding of such meeting because of failure to give notice in accordance with the provisions hereof.

F. Quorum and Vote Required to Transact Business. Except as otherwise provided in the Declaration of Condominium, Articles of Incorporation, or these By-Laws, the presence in person or by proxy of Unit Owners, including Developer, owning at least one-third (1/3) of the common interest in the Condominium shall constitute a quorum at all meetings of the Unit Owners. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present, in person or represented by written proxy, shall decide any question brought before the meeting, unless the Declaration of Condominium, the Articles of Incorporation, or these By-Laws expressly provide for a different vote, in which case such express provisions shall govern with respect to such question.

G. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented and any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally called.

H. Voting. Each Unit is entitled to one (1) vote. 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, 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 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 of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

The Unit Owners in each Phase shall elect one (1) representative from each phase to cast votes for all of the Unit Owners in that Phase on any subject submitted to the Association by The Pelican Bay of Naples Foundation, Inc. The vote cast by the elected representative shall be cast in the same manner as each individual Unit Owner submits his vote on such subject to the elected representative.

For voting purposes, at least fourteen (14) days prior to a particular meeting, the Secretary shall prepare a complete list of Unit Owners entitled to vote, arranged numerically by Units. Such list shall be kept until the questions to be voted upon have been determined, and shall be open to examination by Unit Owners throughout such time.

I. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote, must be in writing signed by the Unit Owners(s). Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

J. Order of Business. The order of business at the meetings of the Unit Owners shall be as follows:

1. Roll call
2. Reading of the minutes of the last meeting

3. Consideration of communications
4. Reports of officers
5. Report of Board of Directors
6. Reports of committees
7. Election of members of Board of Directors (when appropriate)
8. Unfinished business
9. New Business

K. Minutes. The minutes of all Unit Owners meetings shall be taken at all meetings of Unit Owners, kept in a business like manner for a period of at least seven (7) years from such meeting and shall be available for inspection by Unit Owners at all reasonable times.

L. Waiver and Consent. Notwithstanding the foregoing, whenever the vote of Unit Owners at a meeting is required or permitted by any provision of law, the Declaration of Condominium, these By-Laws, or otherwise, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners entitled to vote at said meeting consent in writing to the proposed action.

V. Finances

A. Calendar Year. The corporation shall operate upon a calendar year beginning the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Association.

B. Checks. All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Vice-President, Secretary or Treasurer or by such officer or other person or persons as the Board of Directors may from time to time designate.

C. Annual Budget. Annually the Board of Directors of the Association shall prepare a proposed budget setting forth the sums necessary and adequate for the Common Expenses of the Condominium Property in advance for the next year upon which

Unit Owners' assessments shall be based. Said budget shall include projected expenses for the operation and maintenance of the Common Elements as described in the Declaration of Condominium.

As used in these By-Laws, the term "Common Expenses" shall mean expenses or charges for which Unit Owners are proportionately liable, and shall include but not be limited to the following:

1. Cost of security;
2. Professional and management fees and expenses;
3. Taxes;
4. Cost for recreation facilities;
5. Expenses for refuse collection and utility services;
6. Expenses for lawn care;
7. Cost for building maintenance and repair;
8. Insurance costs;
9. Administrative and salary expenses; and
10. General reserves, maintenances reserves, depreciation reserves;
11. All other amounts that the Unit Owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

A copy of said proposed annual budget shall be mailed to the Unit Owners not less than thirty (30) days prior to the Board of Directors meeting at which the budget will be considered, together with written notice of the time and place of that meeting, and said meeting shall be open to all Unit Owners. A final budget of Common Expenses will be adopted by the Board at such meeting subject to the rights of the Unit Owners set forth below.

If an annual budget is adopted by the Board of Directors which requires assessments against the Unit Owners in any year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) per cent of the Unit Owners, a

special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to Unit Owners, 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 shall consider and enact a budget, and may recall any and all members of the Board of Directors and elect their successors. The adoption 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 votes of all Unit Owners.

In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provisions for reasonable reserves made by the Board of Directors in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessments for betterments to the Condominium Property or assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as 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 year's assessments without approval of a majority of Unit Owners.

D. Assessments. Until such time as a majority of the Board of Directors is elected by the Unit Owners, funds for the payment of Common Expenses shall be assessed against Unit Owners in the amount specified in Exhibit V or as reassessed by Board of Directors and shall be paid directly to the Association. Thereafter, each Unit Owner shall be obligated to pay Common Expenses assessed by the Board of Directors pursuant to a properly approved annual budget in the proportion set forth in the Declaration of Condominium. Said Assessments shall be payable quarterly, in advance, as ordered by the Board of Directors.

The Association shall also collect from each individual Unit

Owner a special assessment annually to be paid over to The Pelican Bay of Naples Foundation, Inc.

Should the annual budget prove inadequate for the maintenance of Common Elements or should expenses arise not contemplated by the time of preparation of said budget, the Board of Directors may levy special assessments as required. Special assessments shall be levied in the same proportion as set forth in the Declaration of Condominium and paid in the same manner as hereinabove provided for regular assessments.

E. Billing and Payment of Assessments. When the Board of Directors, of which a majority of the members have been elected by the Unit Owners other than Developer, has determined the amount of any assessment, the Treasurer of the Association shall mail or present a statement of the assessment to each Unit Owner or Owners. All assessments shall be payable to the Treasurer of the Association, and upon request the Treasurer shall give a receipt for each payment made to him.

F. Common Surplus. If in any taxable year the net receipts of the Association from assessments and all other sources, except casualty insurance proceeds and other non-recurring items, exceeds the sum of (a) total Common Expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for Common Expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and applied to lessen the assessments for the next succeeding year.

G. Default in the Payment of Assessments. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration of Condominium and the Condominium Act.

H. Foreclosure of Liens for Unpaid Assessments. If an action of foreclosure is brought against a Unit Owner for nonpayment of monies due the Association, and as a result thereof the interest of the said Unit Owner is sold, then the Unit Owner will thereupon cease to be a member of the Association. If the Association becomes the owner of a Condominium Unit by reason of foreclosure, it shall offer said Condominium Unit for sale, and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Unit, which shall include, but not be limited to, advertising expenses, Real Estate brokerage fees, and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Unit Owner.

I. Financial Report. Within 60 days following the end of the fiscal or calendar year, the board of administration of the association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;

- (i) Administrative and salary expenses;
- (j) General reserves, maintenances reserves, and depreciation reserves;
- (k) All other amounts that the Unit Owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

I. Blanket Mortgage

Should the Condominium Property, or some or all of the units therein, together with the undivided interests in the Common Elements and Limited Common Elements appurtenant thereto, become subject to a blanket mortgage constituting a first lien thereon, created by an instrument executed by all owners of the property of units covered thereby and recorded in the office in which these By-Laws are recorded, then any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. The instrument creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit and its appurtenant interest in the Common Elements and Limited Common Elements from the lien of such mortgage and a satisfaction and discharge in recordable form, upon payment of a sum equal to the proportionate share attributable to his Unit or the then outstanding balance of unpaid principal and accrued interest and other proper charges. The proportionate share attributable to each Unit shall be in each case the proportion in which all Units then subject to the lien of the mortgage share among themselves in liability for Common Expenses as provided in the Declaration of Condominium.

VII. House Rules

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units located on the property and the conduct of the residents thereof.

A. Each Unit shall be used only for residential purposes and may not be used for any business or commercial purposes whatsoever.

B. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the Units shall be consistent with existing law, and these restrictions, and shall not constitute a nuisance.

D. Common Elements shall not be obstructed, littered, defaced or misused in any manner.

E. No Unit Owner or occupant of a unit shall post any advertisements or posters of any kind in or on the unit or the Condominium Property except as authorized, in writing, by a majority of the Board of Directors.

F. Owners and occupants of units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers, and in particular, organs, so as not to disturb the other persons and parties occupying units.

G. No garments, rugs or other items may be hung from the windows of the units; rugs, etc. may only be cleaned within the units, and not in any other portion of the Condominium Property.

H. All garbage and trash shall be deposited in the disposal installations provided for such purpose.

I. No Owner or occupants of a unit shall install wiring for electrical or telephone installations, nor install any type of television antenna, machines or air conditioning units, etc., except as authorized, in writing, by a majority of the Board of Directors.

J. One parking space in the parking area of the Condominium Property shall be assigned by the Board of Directors to each unit; a space once assigned by the Board of Directors to each unit shall thereafter be deemed a Limited Common element

reserved for the use of the Condominium Unit to which it was originally assigned and to the exclusion of the other Condominium Units. The remaining parking area shall be for the general use of the Unit Owners and their guests.

K. No children of the age of twelve years or younger shall be allowed as a permanent resident. Children twelve years and younger may visit unit owners for a period not exceeding thirty days in any calendar year.

VIII. Default

A. Remedies. In the event of violation of the provisions of law, the Declaration of Condominium, Articles of Incorporation or these By-Laws, as the same or may hereafter be constituted, thirty (30) days after notice from the Association by certified mail to the Unit owner to correct said breach or violation of the Association, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, including suit for damages or foreclosure, or pursue such other course of action or legal remedy as it may deem appropriate.

B. Attorneys' Fees and Costs. In the event such legal action is brought against a Unit Owner, the Unit Owner as defendant shall pay the prevailing plaintiff's reasonable attorneys' fees and court costs.

C. Unit Owners Bound. Each Unit Owner, for himself, his successors or assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate legal procedures. It is the intent of all Owners of Condominium Units to give the Association a method and procedure which will enable it at all times to operate on a business like basis, to collect those monies due and owing it from the Unit Owners, and to preserve each Unit Owner's right to enjoy the Condominium Unit free from unreasonable restraint and nuisance.

IX. Surrender

In the event of the termination of membership through conveyance, foreclosure, or otherwise, the Unit Owner or any other person or persons in possession by or through the right of the Unit Owner, shall promptly quit and surrender the Unit to the Corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the Unit. The Unit Owner for himself and any successors in interest, hereby waives any and all notices and demand for possession if such be required by the laws of Collier County, Florida.

X. Seal

The Association shall have a seal and the seal shall have inscribed thereon the name of the Association, the year of its organization and the word "Non-Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

XI. No Stock

Although the Association is a corporation, the Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-member voting.

XII. Miscellaneous

A. Governing Documents. The documents governing this Condominium and ownership of Condominium Parcels therein shall include the Declaration of Condominium, these By-Laws, the Articles of Incorporation and pertinent provisions of law, all as may be amended from time to time.

B. Authority of the Association. The Association shall have the powers, right and authority, including lien rights set forth in the Condominium Act (Chapter 718, Florida Statutes) subject to any limitations thereon imposed by its Articles of Incorporation, these By-Laws, or the Declaration of Condominium, all as may be amended from time to time. No Unit Owner or member, except as an Officer or Director of this Association,

shall have any authority to act for the Association or bind it.

C. Partial Invalidity. If any By-Laws or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.

D. Gender. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular, or plural, whenever the context so requires.

XIII. Amendment

These By-Laws may be amended by a majority of the first Board of Directors until the first annual meeting, and thereafter by the Unit Owners in the following manner only:

A. 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.

B. Approval. An amendment shall be approved by two-thirds (2/3) of all of the voting Unit Owners. Unit Owners 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.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the members so affected shall consent. No amendment may be made affecting the rights, as expressed in the Declaration of Condominium or any documents attached thereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

D. No By-Law shall be revised or amended by reference to its title or number only. Non-material errors or omissions shall not invalidate an otherwise properly promulgated amendment.

E. Execution and Recording. A copy of each amendment

shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the Officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

This instrument prepared by:

Arthur V. Woodward, Esq.
940 North Collier Boulevard
Marco Island, Florida 33937
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ESTIMATED BUDGET
FIRST YEAR OF OPERATION

	Monthly Individual	Phase I, Phase II and Phase III, 140 Units Annual Individual	Annual Total Units
INCOME			
Units at Total Income	\$ 134.00	\$ 1,608.00	\$225,120.00
EXPENSES:			
A. Cost for Security: None	000.00	000.00	000.00
B. Professional & Management Fees and Expenses:	4.29	51.43	7,200.00
C. Taxes: Pelican Bay of Naples Foundation, Inc. Annual Assessment (Tentative): No taxes on common ele- ment; included in individual owner's taxes.	20.00	240.00	33,600.00
D. Cost for Recreation Facilities: None	000.00	000.00	000.00
E. Expenses for Refuse Collection and Utility Services: Electric	8.28	99.43	13,920.00
Telephone	.65	7.72	1,080.00
Propane Gas	5.36	64.29	9,000.00
Water, Sewer & Trash	16.25	195.00	27,300.00
F. Expenses for Lawn Care: Lawn & Grounds	6.07	72.85	10,200.00
G. Cost for Building Maintenance and Repair: Air Conditioning	5.00	60.00	8,400.00
Building	10.00	120.00	16,800.00
Elevators	5.72	68.58	9,600.00
Pest Control	2.12	25.28	3,540.00
Pool Chemicals	2.58	30.85	4,320.00
H. Insurance Costs: Multi-Peril	16.85	202.28	28,320.00
Flood	2.50	30.00	4,200.00
I. Administrative & Salary: Salaries	17.85	214.28	30,000.00
SS, FICA, Insurance	2.85	34.28	4,800.00
J. General Reserves, Maintenance Reserves, Depreciation Reserves: Roof Replacement	2.29	27.43	3,840.00
Building Painting	2.50	30.00	4,200.00
Resurfacing Drives & Parking	1.92	23.15	3,240.00
K. Annual Fee to Florida Secretary of State Corporation Division (50¢ per unit)	.04	.50	70.00
L. General Reserve:	.88	10.65	1,490.00
TOTAL EXPENSES:	\$ 134.00	\$ 1,608.00	\$225,120.00

As required by the Unit Purchase Agreement, each Unit purchaser will be required to contribute \$500.00 for membership in The Pelican Bay of Naples Foundation, Inc. as well as connection charges to the water and sewer systems.

This instrument prepared by:
Arthur V. Woodward, Esquire
940 North Collier Boulevard
Marco Island, Florida 33937



A CONDOMINIUM

PURCHASE CONTRACT and DEPOSIT RECEIPT

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between SOUTHERN GULF PROPERTIES, INC., a Florida Corporation, or assigns, hereinafter referred to as "Seller," and

_____ (title to be taken as specified above)

hereinafter referred to as "Buyer," whose address is: _____

WITNESSETH:

Seller will sell and Buyer will purchase the following property situated in Collier County, Florida:

Unit No. _____ Phase One CHATEAUMERE a condominium according to that certain

Declaration of Condominium recorded in Official Records Book _____, pages _____

to _____ inclusive, Public Records of Collier County, Florida, together with all appurtenances, subject to the terms and conditions of such Declaration of Condominium;

on the following terms and conditions:

1. PURCHASE PRICE. The purchase price is the sum of \$ _____, payable as follows:

- \$ _____ 10% as a deposit upon the execution of this Purchase Agreement;
- \$ _____ ;
- \$ _____ 10% within 15 days of the recording of a Notice of Commencement for Phase One;
- \$ _____ at closing.

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

2. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER, FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

3. BUYER'S RIGHT TO INSPECT DOCUMENTS. As required in Section 718.503, Florida Statutes, the Seller will furnish to the Buyer on or before fifteen (15) days prior to closing the following documents:

- A. Declaration of Condominium;
- B. Articles of Incorporation of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation;
- C. By-laws of the Corporation;
- D. Copy of proposed Operating Budget;
- E. Copy of sales brochure and floor plans of unit; and
- F. Prospectus as required by Section 718.504, Florida Statutes.

Seller reserves the right to make changes in the above documents, provided that no changes will be made which would materially affect the rights of the Buyer or the value of the unit without obtaining approval of the Buyer.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

4. **ESTIMATED COMPLETION DATE.** Seller estimates that the unit will be completed and ready for occupancy by Buyer on or before April 30, 1981. However, the expression of an estimated time of delivery on the part of the Seller is made as an accommodation to Buyer to assist Buyer in formulating future plans, but it shall not be considered as time which is of the essence of this Agreement and it shall be subject to amendment by Seller should Seller's progress or plans be altered by conditions unforeseen by or outside the control of Seller, and any such amendment shall not require formal or specific notice by Seller to Buyer. Buyer understands and agrees that Seller can neither imply nor guarantee a firm completion and availability date for the unit, such advance projections being, and by their nature having to be, approximations only. Seller shall make reasonable effort to meet or to accelerate estimated construction schedules, but Seller shall not be obligated to make, provide or compensate for any accommodations to Buyer as a result of delayed or accelerated completion.

5. **CLOSING.** Closing shall take place at the offices of WOODWARD & BRUNER, P.A., Attorneys at Law, 940 North Collier Boulevard, Marco Island, Florida 33937, within fifteen (15) days after a Certificate of Occupancy has been issued by the Collier County Building Department on the unit. At closing, Seller will deliver to Buyer, a general warranty deed conveying to the Buyer a fee simple title to said condominium unit, subject to the provisions of the Declaration of Condominium and condominium plat, and the Articles of Incorporation and By-laws of the Condominium Association and any amendments thereto, all of which shall be recorded in the Public Records of Collier County, Florida, prior to closing; real estate and tangible personal property taxes assessed against said property for the then current year [which shall be prorated as of the closing date]; and zoning regulations, easements and restrictions of record. Any mortgage and liens now or hereafter encumbering the real estate on said unit will be discharged or released at or prior to the closing, but until such discharge or release, Buyer acknowledges and agrees that his rights hereunder are subordinate to the lien of any construction loan mortgage which, prior to closing, now or shall hereafter encumber said property.

6. **DISCLOSURE OF REALTOR.** Buyer warrants that the sale was made by _____ and Buyer covenants to defend and indemnify Seller against claims of any other broker.

7. **SELLER'S RIGHT TO APPROVE BUYER.** Buyer understands that Seller is attempting to create a community of financially responsible and congenial residents and that this offer will be screened with such purpose in view, and this offer may be rejected arbitrarily. As a part of the consideration of this Agreement, Buyer consents that Seller may make such investigation of Buyer as may be deemed desirable, and the Buyer covenants to hold the Seller harmless and release the Seller from liability on account of such investigation and Seller's decision on it.

8. **SELLER'S and BUYER'S CLOSING COSTS.** Seller shall furnish and pay for: Warranty Deed, deed stamps, survey, and assessments of record.

Seller will furnish and Buyer will pay Seller for Owner's Title Insurance Policy, or the Buyer shall have the option of obtaining his Title Insurance Policy from other source, provided Seller is furnished a Title Binder at closing showing the title is marketable or insurable. Should the Buyer elect to obtain his Title Policy from other than the Seller, Buyer shall pay Seller a closing fee of one-half percent of the sale price of the unit.

Buyer shall pay for: Recording the Deed, any Note and Mortgage, together with state stamps and intangible tax thereon, and all costs incident to the obtaining of such Mortgage, membership fee in Pelican Bay of Naples Foundation, Inc. and sewer and water impact fee.

9. **SELLER'S RISK OF LOSS UNTIL CLOSING.** Seller assumes risk of loss from fire or otherwise until closing.

10. **CONVEYANCE BY WARRANTY DEED.** Seller will convey by Warranty Deed the marketable or insurable fee simple title to the unit, subject to the following exceptions:

- A. Provisions of the Declaration of Condominium;
- B. Taxes for the current year, which shall be prorated based upon the full real estate tax bill for the year preceding closing;
- C. Restrictions of record and such zoning or other restrictions upon the use of the property as may be imposed by governmental authorities having jurisdiction;
- D. Easements of record; and
- E. Liens for work done or materials furnished at the request of Purchaser.

11. **BUYER TO RECEIVE POSSESSION OF UNIT AT CLOSING.** No Buyer can take possession of or make improvements to the property until all amounts due Seller have been paid and title to the property has been conveyed to Buyer. At the time of, or prior to, title being conveyed to the Buyer, the Buyer shall inspect the property being conveyed and provide the Seller with a list of any items requiring corrections. With the exception of items requiring correction upon the list provided by Buyer to Seller, upon conveyance of title to the Buyer, the Buyer shall be deemed to have accepted the unit in its then condition. Buyer shall receive all warranties as are furnished by the manufacturer for items within the unit, and the statutory warrant, of his unit.

12. **CONTRACT IS PERSONAL TO BUYER.** This Agreement is personal to Buyer and cannot be assigned without approval of Seller in writing, which approval shall not be unreasonably withheld.

13. **DEFAULT.** Should the Buyer fail to close within the time period set forth above, then Seller shall have the right and option to cancel this Purchase Agreement for such default and to retain the aforesaid deposit as full and liquidated damages for such default by Buyer. If for any reason consummation of this transaction is prevented after acceptance of this Agreement by Seller's act, neglect or inability to deliver as per this Agreement, the Buyer shall be entitled to the refund of his deposit, plus accrued interest. In the event of cancellation of this Agreement, then all rights and obligations hereunder shall terminate.

14. SELLER WARRANTS THAT THE UNIT THAT IS THE SUBJECT OF THIS CONTRACT HAS NEVER BEEN OCCUPIED AND IS BEING SOLD NEW.

15. INTEREST ON DEPOSIT. The first 10% deposit made by the Buyer under this Contract shall be placed in an interest bearing escrow account (eight percent [8%] interest guaranteed), by the Trustees, Woodward & Bruner, P.A., 940 North Collier Boulevard, Marco Island, Florida 33937, in a National or Florida Chartered Bank or Savings and Loan Association. The Buyer may, upon request, receive a receipt for his deposit funds from the Trustee. Trustee agrees to hold said funds in said bank on the following conditions:

- A. If the Buyer properly terminates the contract pursuant to its terms, or pursuant to Chapter 718, Florida Statutes, the funds shall be returned to the Buyer, together with any interest earned.
- B. If the Buyer defaults in the performance of his obligation under the PURCHASE CONTRACT and DEPOSIT RECEIPT, the funds shall be paid to the Seller, together with any interest earned.
- C. If the funds of a Buyer have not previously been disbursed as set forth in Paragraphs A or B above, they will be disbursed to the Seller at closing, and the interest earned on the initial 10% deposit shall be credited to the purchase price or given to the Buyer at closing, unless prior to the disbursement, the Trustee Agent receives written notice from the Buyer of a dispute between Buyer and Seller.

Interest shall begin upon receipt by the Trustees of the initial ten (10%) percent deposit.

16. SELLER'S RIGHT TO CANCEL CONTRACT. If the Seller has not commenced construction of the condominium by April 30, 1980, then the Seller shall have the option of terminating this Contract and refunding to the Buyer the deposit, plus accrued interest, within twenty (20) days. If the Seller does elect to terminate this Contract, then the refund of the deposit, plus accrued interest to the Buyer shall terminate the Contract and neither party shall have any further obligation to the other.

ANY PAYMENT IN EXCESS OF TEN (10%) PERCENT OF THE PURCHASE PRICE MADE PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year first above written.

Witness to Buyer _____ (SEAL) Buyer

Witness to Buyer _____ Social Security No. _____

Witness to Buyer _____ (SEAL) Buyer

Witness to Buyer _____ Social Security No. _____

Witness to Seller _____ SOUTHERN GULF PROPERTIES, INC.

Witness to Seller _____ By: _____ (a Duly Authorized Officer)

Witness to Seller _____

DEPOSIT RECEIPT

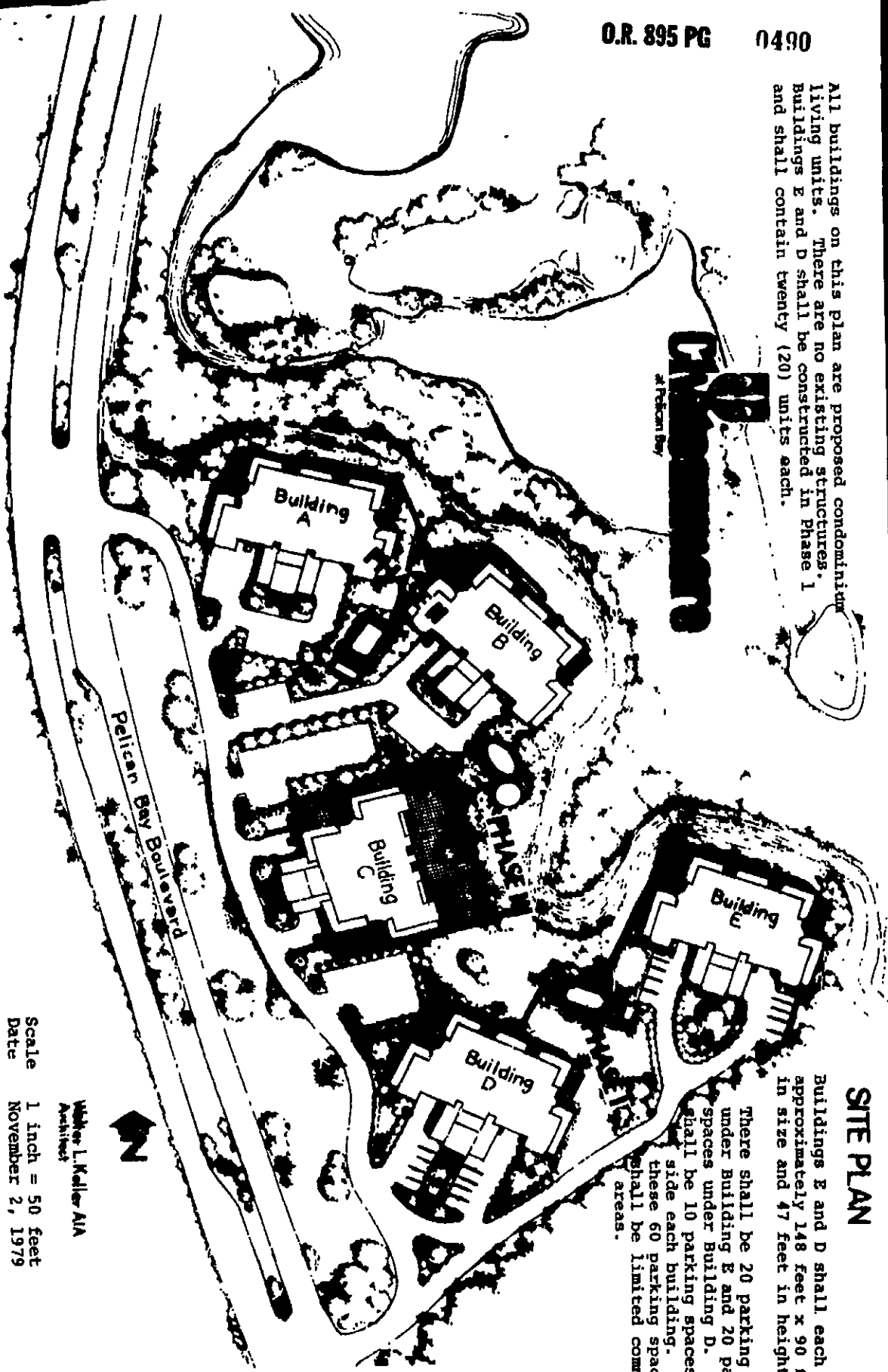
Receipt of the above stated deposit is hereby acknowledged by: () cash, () check, and will be held in trust as per the above stated terms and conditions.

DOWNING-FRYE and ASSOCIATES, INC.

Date: _____ By: _____ WOODWARD & BRUNER, P.A., TRUSTEE

Date: _____ By: _____

All buildings on this plan are proposed condominium living units. There are no existing structures. Buildings E and D shall be constructed in Phase I and shall contain twenty (20) units each.



SITE PLAN

Buildings E and D shall each be approximately 148 feet x 90 feet in size and 47 feet in height.

There shall be 20 parking spaces under Building E and 20 parking spaces under Building D. There shall be 10 parking spaces outside each building. 40 of these 60 parking spaces shall be limited common areas.

Scale 1 inch = 50 feet
Date November 2, 1979

Walter L. Keller AIA
Architect

RECEIPT FOR CONDOMINIUM DOCUMENTS
CHATEAUMERE

The undersigned acknowledge receipt of the items, checked below,
as required by the Condominium Act, relating to CHATEAUMERE, a
condominium, physically located on in Pelican Bay, Naples, Florida.

Place a check in the column by each item received:

- PRCSPECTUS (offering circular) _____
- DECLARATION OF CONDOMINIUM _____
- ARTICLES OF INCORPORATION _____
- BY-LAWS _____
- ESTIMATED OPERATING BUDGET _____
- PLOT PLANS _____
- FLOOR PLANS _____
- AGREEMENT FOR SALE (PURCHASE AGREEMENT) _____
- ESCROW AGREEMENT _____
- SURVEY _____

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF
THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF
EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL
OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER
SECTION 718.503, FLORIDA STATUTES, BUYER MAY EXTEND THE TIME FOR
CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS
RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS
AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 19__.

PURCHASER'S SIGNATURE

PURCHASER'S SIGNATURE

ADDRESS

NAME OF SALESPERSON

This Instrument Prepared by:

Woodward & Bruner, P.A.

By: Arthur V. Woodward, Esq.
940 North Collier Boulevard
Marco Island, Florida 33937

ESCROW AGREEMENT

THIS AGREEMENT, made this and day of November, 1979, between SOUTHERN GULF PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer," and ARTHUR V. WOODWARD, hereinafter referred to as "Trustee,"

W I T N E S S E T H :

1. SOUTHERN GULF PROPERTIES, INC. is the developer of CHATEAUMERE, a condominium, located at Naples, Florida, and intends to execute Purchase Contracts and Deposit Receipts with purchasers of units contained in said condominium.

2. Developer hereby agrees to turn all deposit moneys over to Trustee within forty-eight (48) hours of receipt of same, and upon request by Buyer, the Trustee will furnish a receipt of said money to Buyer.

3. Trustee agrees to deposit all such moneys in a special interest-bearing account.

4. Trustee agrees to hold said funds in the bank or a savings and loan on the following conditions:

A. IF the Buyer properly terminates the contract pursuant to its terms, or pursuant to Chapter 718, Florida Statutes, the funds shall be returned to the Buyer, together with any interest earned.

B. If the Buyer defaults in the performance of his obligation under the Purchase Contract and Deposit Receipt, the funds shall be paid to the Developer, together with any interest earned.

C. If the funds of a Buyer have not previously been disbursed as set forth in Paragraphs A or B above, they will be disbursed to the Developer at the closing of the transaction, along with the interest earned on the initial ten (10%) percent deposit which shall be a credit to the Buyer, unless prior to the disbursal, the Trustee receives written notice from the Buyer of a dispute between Buyer and Developer.

5. All payments in excess of ten percent (10%) of the sales price received prior to completion of construction by Developer from the Buyer on a contract for purchase of a condominium parcel may be paid by the Trustee to the Developer for construction purposes; said funds shall not be used for salaries, commission, expenses of salesmen or for advertising purposes, but solely for the actual construction and development of the Condominium Property.

IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals, the day and year first above written.

SOUTHERN GULF PROPERTIES, INC.

[SEAL]

By Karl Kraemer
Karl Kraemer, President

Attest Glenellen Woodward
Glenellen Woodward, Secretary

Signed, sealed and delivered
in the presence of:

Patricia B. McFall
Barbara L. Lawrence

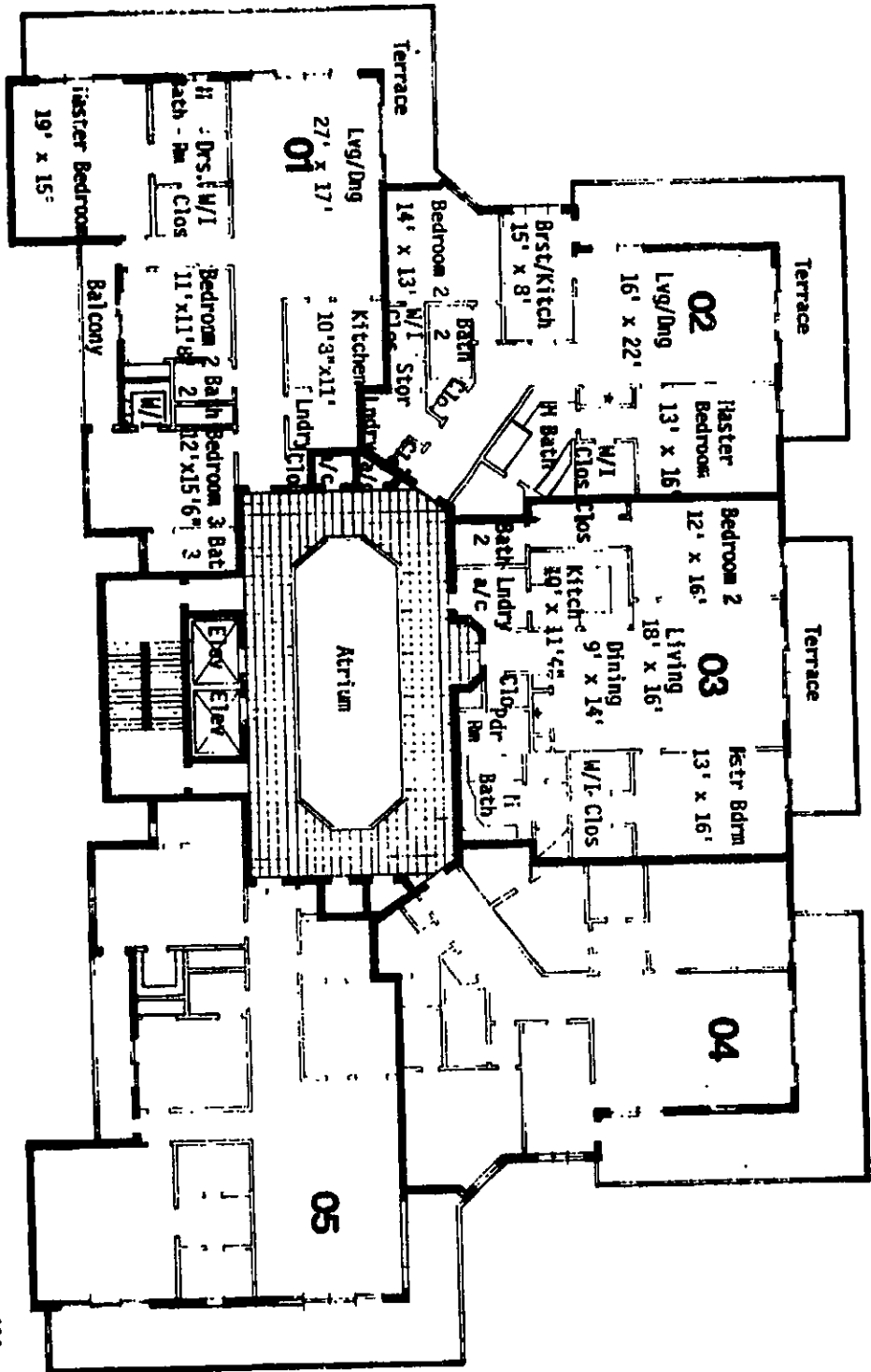
Arthur V. Woodward
Arthur V. Woodward, Trustee

Patricia B. McFall
Barbara L. Lawrence

This Instrument Prepared by:
Woodward & Bruner, P.A.

By: Arthur V. Woodward, Esq.
940 North Collier Boulevard
Marco Island, Florida 33937

TYPICAL FLOOR PLAN

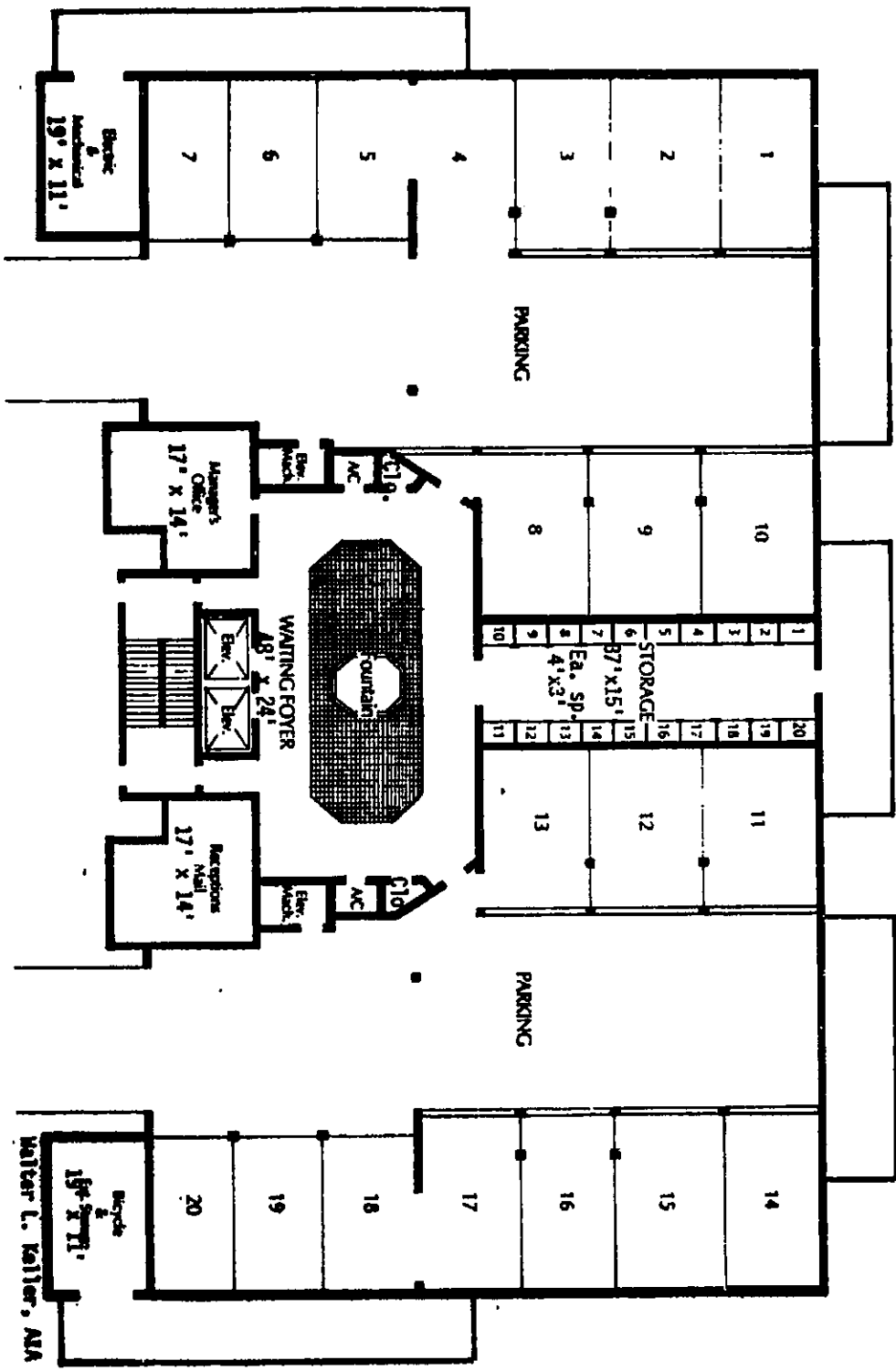


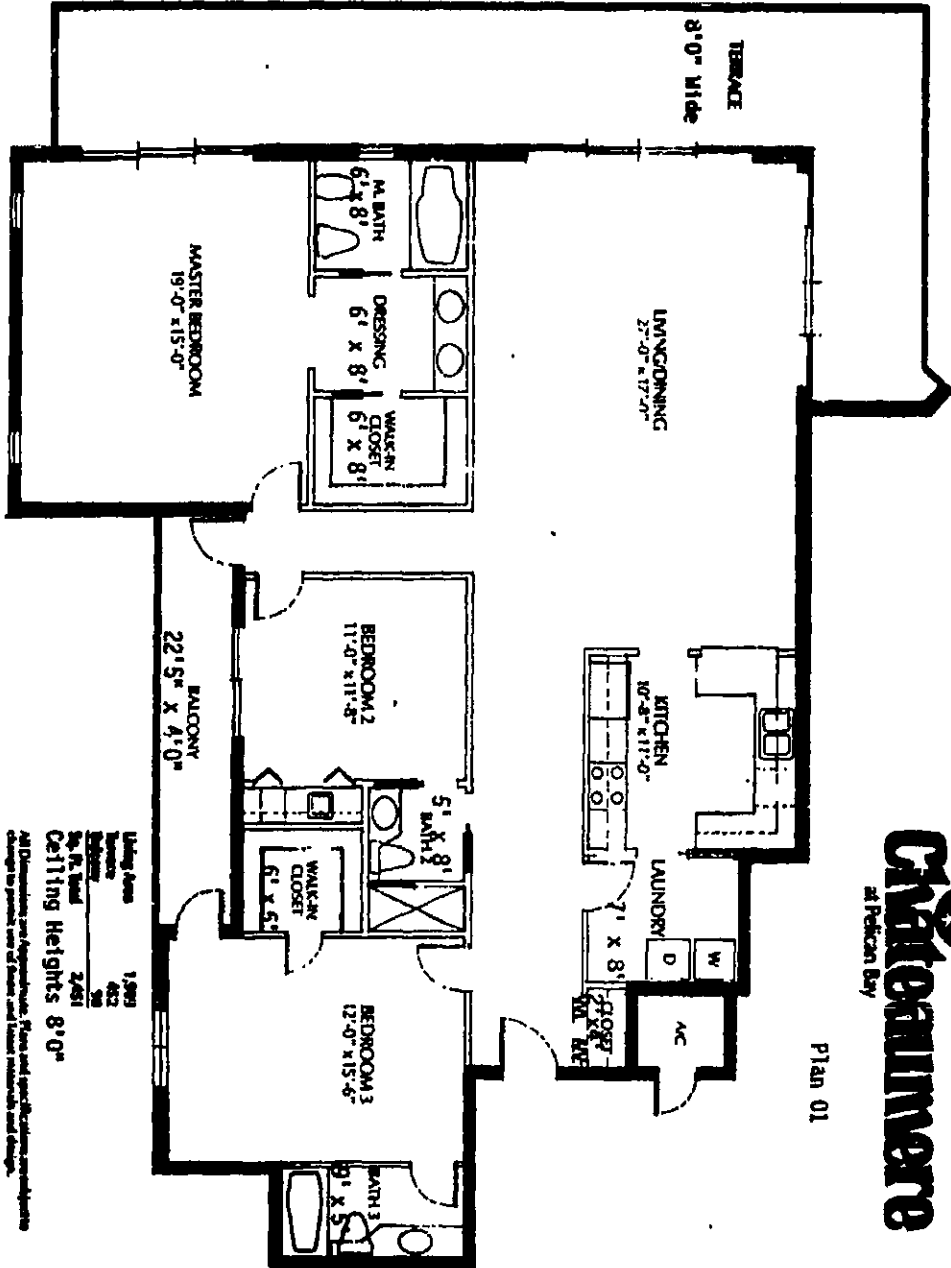
Walter L. Keller, AIA
Architect

The buildings are lettered A through E beginning at the northernmost building and proceeding southward in lettered sequence (see site plan). Individual apartments are numbered using the building letter first followed in sequence by the floor number. Then the two digits of the unit as shown above. For example, the units in building A second floor are numbered A 201, A 202, A 203, A 204 and A 205.



GROUND FLOOR PLAN



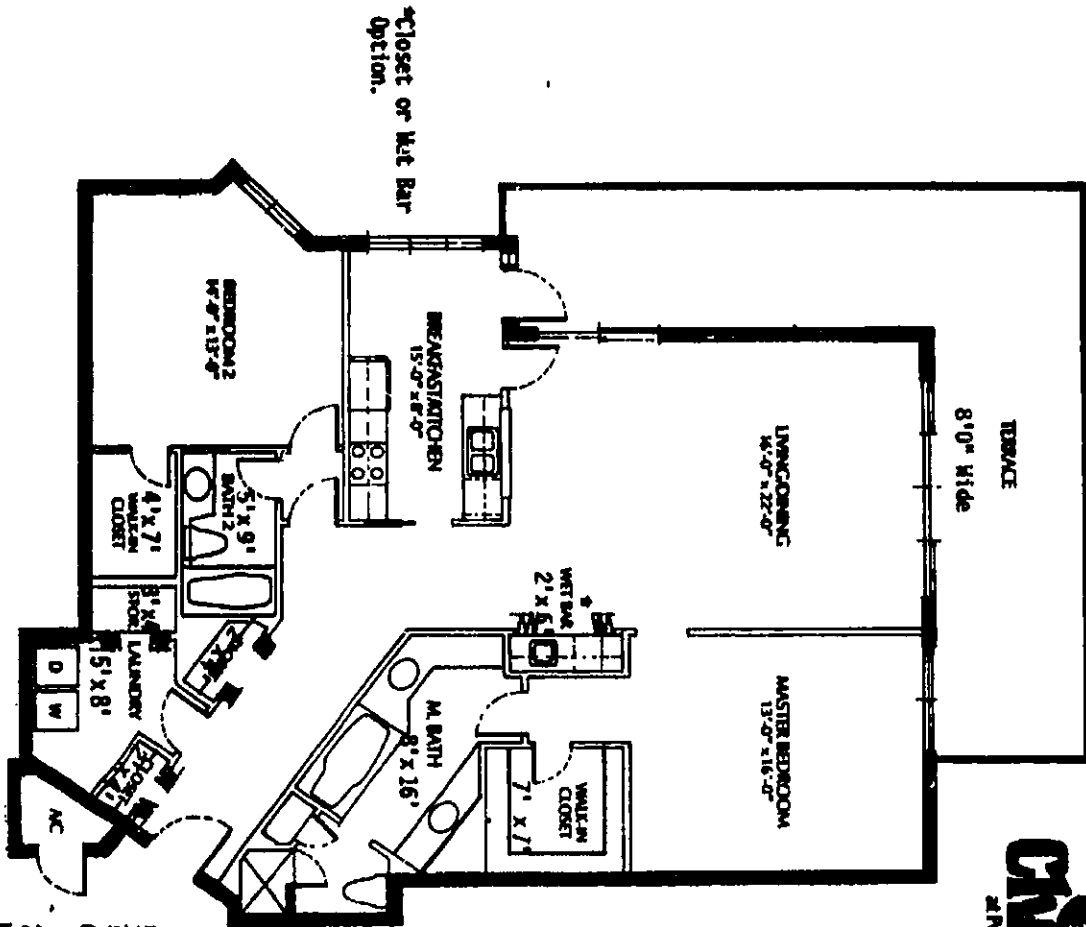


CRISTOFERINI
at Pelican Bay

Plan 01

Living Area 1,889
 Kitchen 462
 Bath 91
 No. of Beds 3
 No. of Baths 3
 Ceiling Heights 8'-0"
 All Dimensions are Approximate. Plans and specifications are subject to change without notice and without liability.

Walter L. Keller, AIA
 Architect



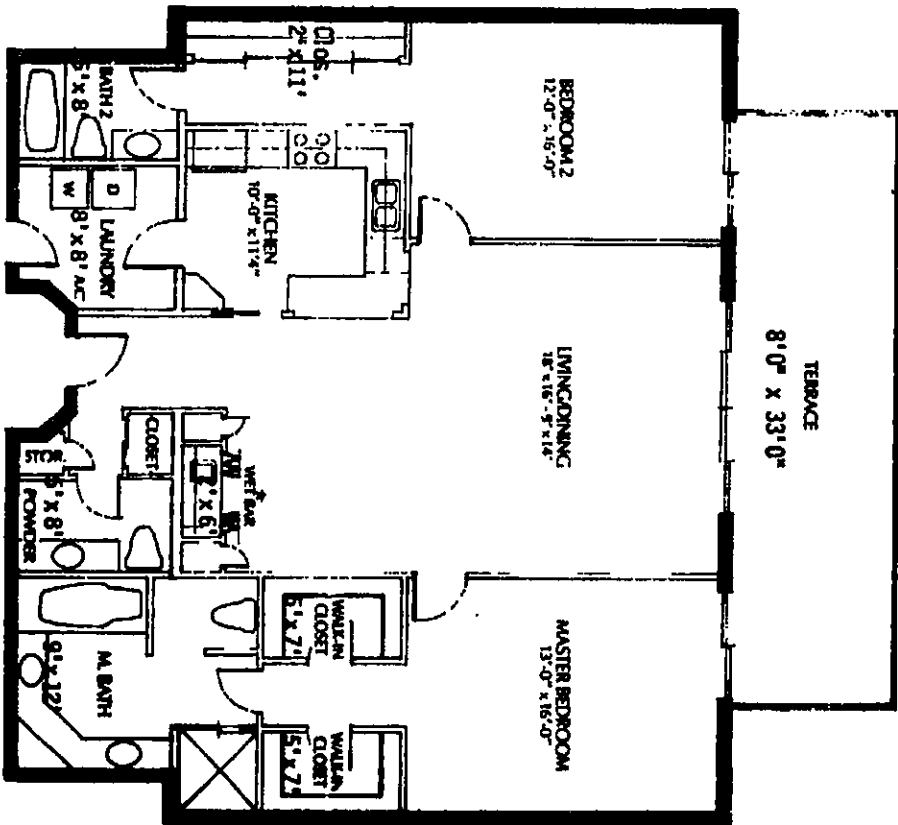
CHATEAUMORE
at Pelican Bay Plan 02

Building Area: 1,288
 Sq. Ft. Total: 1,288
 Ceiling Heights: 8'0"

All Dimensions are Approximate. Specifications and materials are subject to change to permit construction and to meet local codes and standards.
 Walter L. Keller, AIA
 Architect

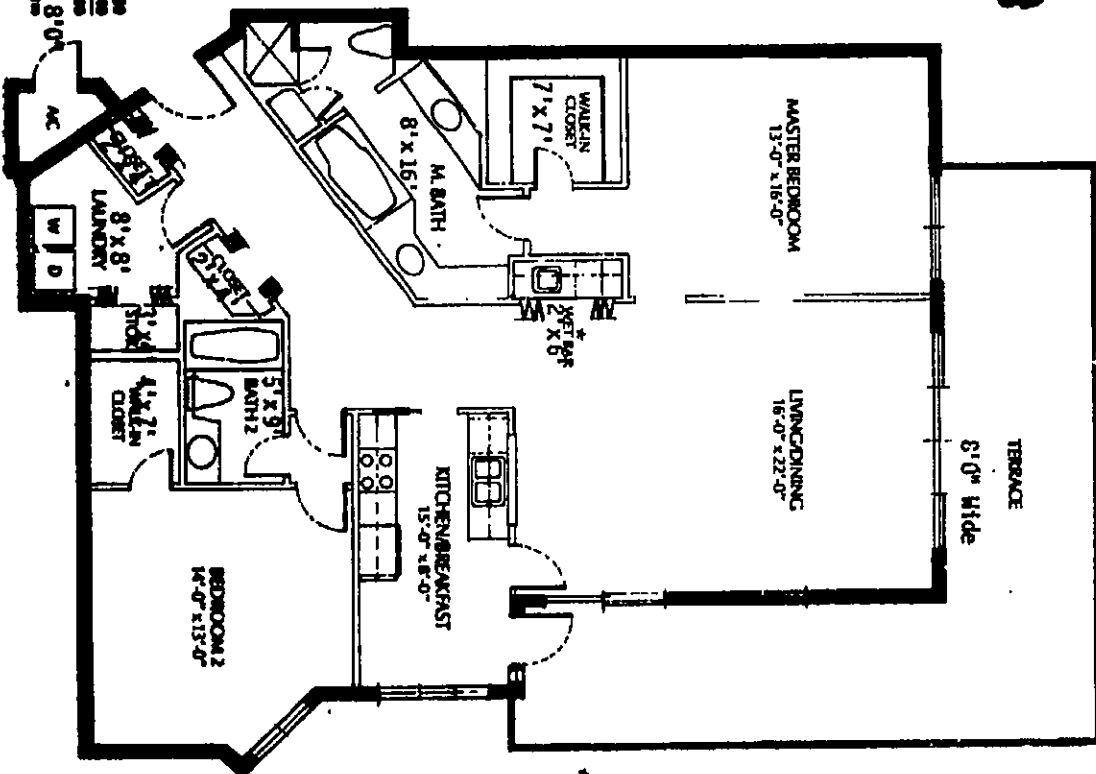


Building Name: 1400
 No. of Units: 1200
 Ceiling Heights: 8'-0"
 Walter L. Keller, AIA
 Architect



Plan 03

*Closet or Wet Bar Option.

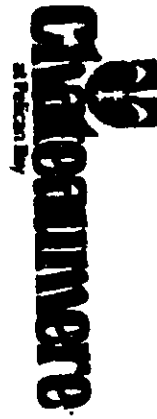


Plan 04

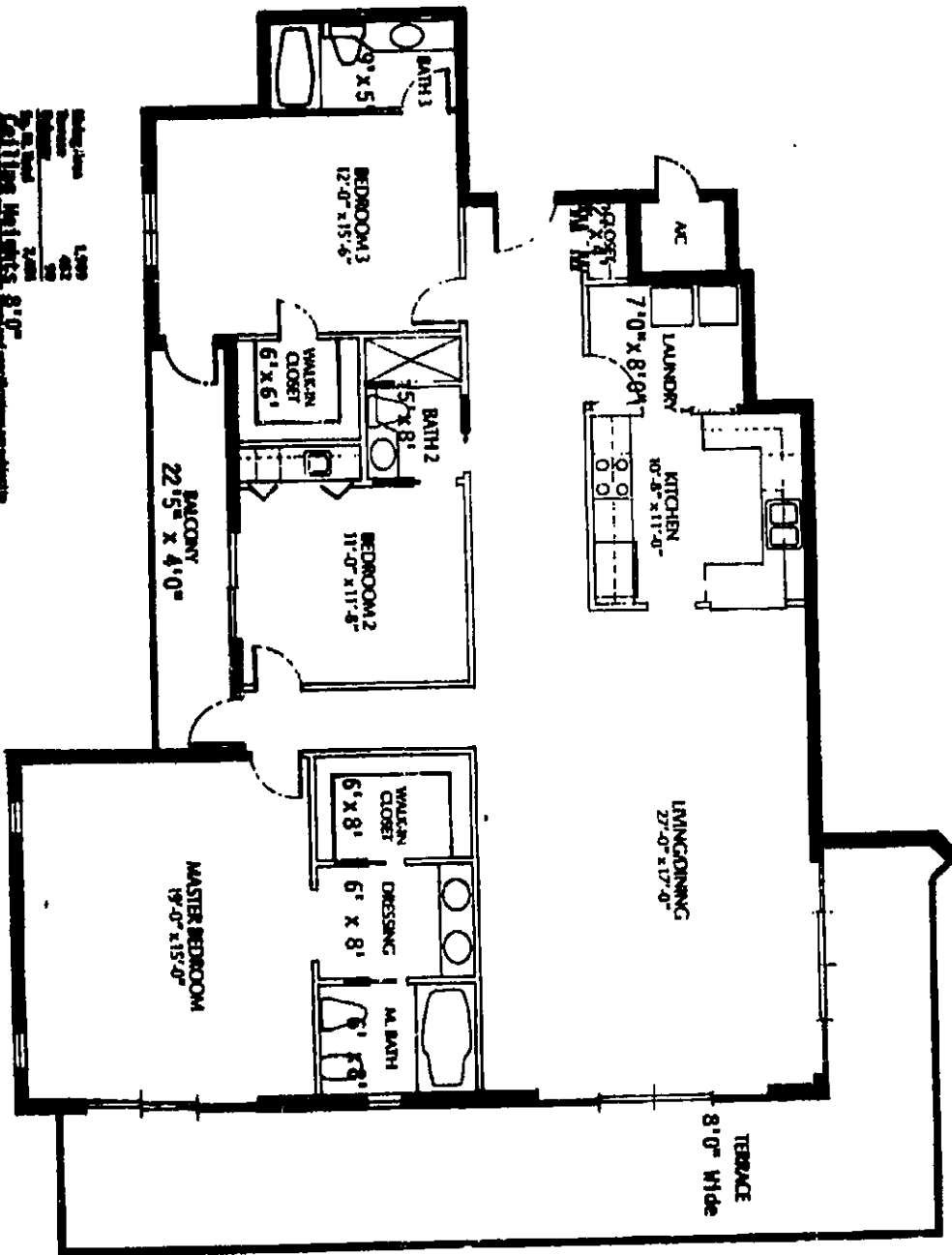
*Closet or Wet Bar Option

Living Area 1500
 Kitchen 400
 Sq. Ft. Total 1500
 Ceiling Heights 8'-0"

Walter L. Keller, AIA, Architect

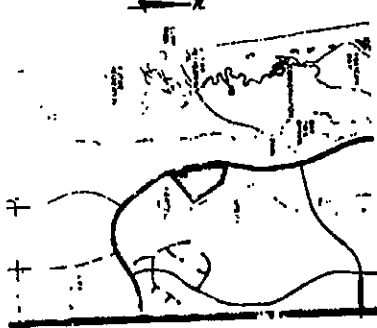
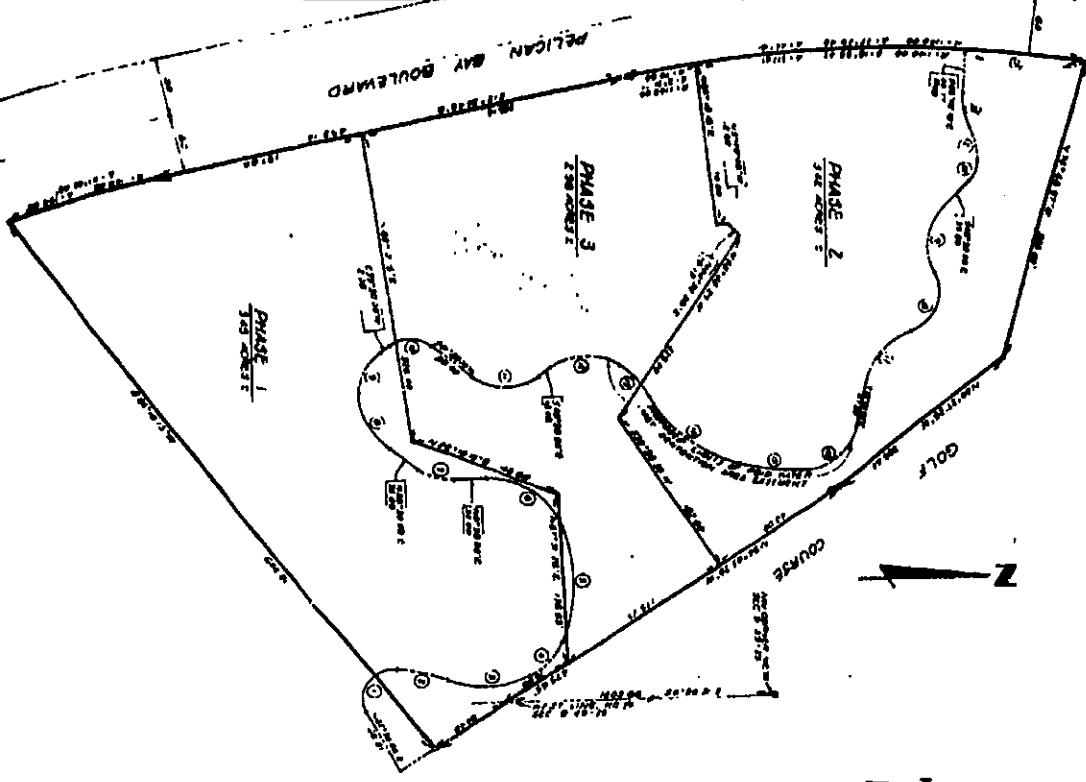


Plan 05



Building Area 1,580
 Lot Area 4,822
 Year Built 2008
 Ceiling Height 8'-0"
 Foundation Type Full Basement
 Heating System Forced Air
 Cooling System Central Air Conditioning
 T.M.B. & K. Kelly, AIA Architect

RECORDED MEMO: Legibility of writing, Typing or Printing Un satisfactory in this document when received.



Curve No.	Stationing	Radius	Length	Area
1	1+00.00	100.00	157.08	15708.00
2	1+157.08	100.00	157.08	15708.00
3	1+314.16	100.00	157.08	15708.00
4	1+471.24	100.00	157.08	15708.00
5	1+628.32	100.00	157.08	15708.00
6	1+785.40	100.00	157.08	15708.00
7	1+942.48	100.00	157.08	15708.00
8	2+100.00	100.00	157.08	15708.00
9	2+257.08	100.00	157.08	15708.00
10	2+414.16	100.00	157.08	15708.00
11	2+571.24	100.00	157.08	15708.00
12	2+728.32	100.00	157.08	15708.00
13	2+885.40	100.00	157.08	15708.00
14	3+042.48	100.00	157.08	15708.00
15	3+200.00	100.00	157.08	15708.00
16	3+357.08	100.00	157.08	15708.00
17	3+514.16	100.00	157.08	15708.00
18	3+671.24	100.00	157.08	15708.00
19	3+828.32	100.00	157.08	15708.00
20	3+985.40	100.00	157.08	15708.00
21	4+142.48	100.00	157.08	15708.00
22	4+300.00	100.00	157.08	15708.00

PORT, WEST, SEEN & JENSEN, INC.

CHATEAUNE AT PELICAN BAY

DATE: 1/1/81

[Handwritten notes and signatures]

[Detailed handwritten notes and calculations]

[Small printed text at the bottom]

AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

CHATEAUMERE, A CONDOMINIUM

37-00

Southern Gulf Properties, Inc., a Florida corporation (Developer of Phase I, Chateaumere); and Southern Gulf Development, Inc., a Florida corporation; and Naples Financial Services, Inc., a Florida corporation d/b/a Southern Gulf Development (Developer of Phase II, Chateaumere) hereby amend that certain Declaration of Condominium of Chateaumere, a condominium, as recorded in Official Records Book 895, at Pages 409 through 501 of the Public Records of Collier County, Florida as follows:

The Declaration of Condominium of Chateaumere, a condominium is hereby amended to include that certain Certificate of Surveyor, Survey and Plot Plan attached hereto.

IN WITNESS WHEREOF, Southern Gulf Properties, Inc., a Florida Corporation; Southern Gulf Development, Inc., a Florida corporation and Naples Financial Services, Inc., a Florida corporation d/b/a Southern Gulf Development caused these presents to be executed by their proper officers who are thereunto duly authorized and their corporate seals to be affixed this 1 day of April, 1983.

Signed, sealed and delivered in the presence of:

Kesley Watts

John Reagan

Kesley Watts

John Reagan

Andrea W. Turner

Linda A. Higgins

SOUTHERN GULF PROPERTIES, INC.

By: 12.12.83
Karl Kraemer, President

(CORPORATE SEAL)

SOUTHERN GULF DEVELOPMENT, INC.

By: 12.12.83
Karl Kraemer, President

(CORPORATE SEAL)

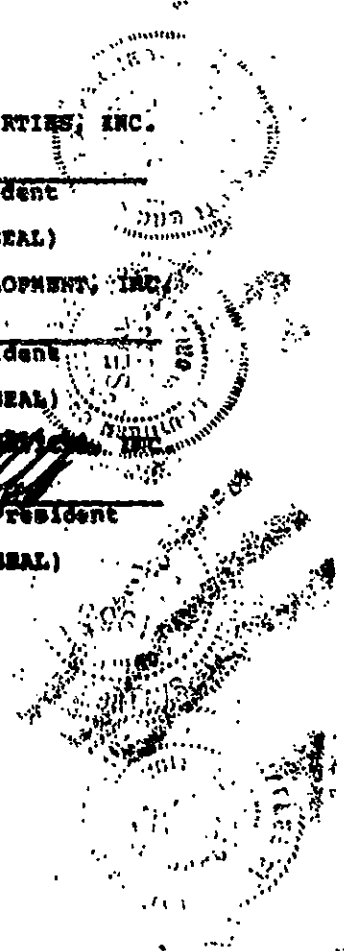
NAPLES FINANCIAL SERVICES, INC.

By: [Signature]
John Abbott, Vice President

(CORPORATE SEAL)

Condominium Exhibits filed in Condominium Book 22 Pg 63 & 64, Public Records of Collier County. May 19, 1983
William J. Reagan, Clerk
by: Debbie Atkins, Deputy Clerk

Return to: Arthur V. Woodward, P.A.
Post Office Box One
Marco Island Florida 33487



STATE OF FLORIDA)
COUNTY OF FLORIDA)

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Karl Kraemer, well known to me to be the President of SOUTHERN GULF PROPERTIES, INC. and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my signature and official seal at Marco Island in the County and State aforesaid, this 31st day of April, 1983.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 6, 1985

STATE OF FLORIDA)
COUNTY OF FLORIDA)

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Karl Kraemer, well known to me to be the President of SOUTHERN GULF DEVELOPMENT, INC. and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my signature and official seal at Marco Island in the County and State aforesaid, this 31st day of April, 1983.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 6, 1985

STATE OF FLORIDA)
COUNTY OF FLORIDA)

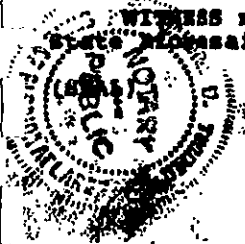
I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John Abbott, well known to me to be the Vice President of NAPLES FINANCIAL SERVICES, INC. and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my signature and official seal at Marco Island in the County and State aforesaid, this 1st day of April, 1983.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 1 1984



CHATEAUMERE PHASE II

SURVEYOR' CERTIFICATE

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements described is substantially complete so that such material (Site Plan, Floor Plans) as contained in the Declaration of Condominium of CHATEAUMERE PHASE II, A CONDOMINIUM, together with the provisions of the Declaration of Condominium of CHATEAUMERE PHASE II, A CONDOMINIUM, describing the condominium property, is an accurate representation of the improvements described, and further, that with such material, there can be determined therefrom the identification, location, and dimension of the common elements, and of each unit, and where applicable, the limited common elements.



David Cantrell, P.E.S.
Florida Certificate No. 2425

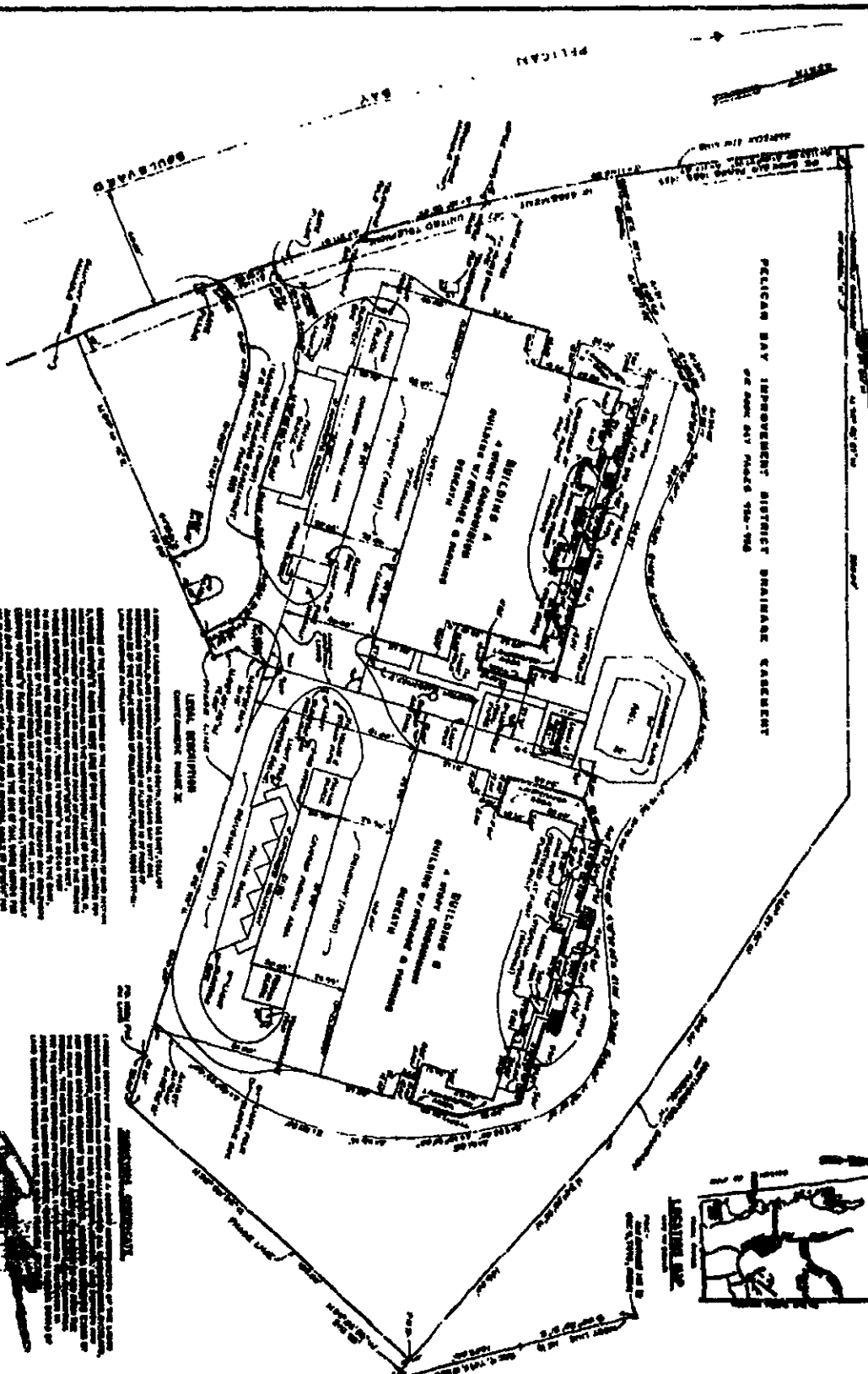
5/17/83
Date



RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.

CANTRELL SURVEYING & MAPPING
107 JENNIFER DRIVE
PORTLAND, OREGON 97208

FINAL SITE SURVEY BUILDINGS A & B
CHATEAUMERE PHASE II
EXHIBIT A



LEGAL DESCRIPTION
 CHATEAUMERE PHASE II
 IMPROVEMENT MAP 22

THESE BUILDINGS ARE SITUATED ON THE EAST 1/4 SECTION 11, T32N, R12E, W.M. 1887, S.W. 1/4, CHATEAUMERE PHASE II, IMPROVEMENT MAP 22, CLATSOP COUNTY, OREGON. THE TOTAL AREA OF THE TRACT IS 1.25 ACRES. THE BUILDINGS ARE SITUATED ON A 1/4 ACRE TRACT WITHIN SAID TRACT.

THESE BUILDINGS WERE CONSTRUCTED BY THE CHATEAUMERE DEVELOPMENT COMPANY, A CORPORATION OF OREGON, AND ARE BEING OFFERED FOR SALE BY THE CHATEAUMERE DEVELOPMENT COMPANY. THE CHATEAUMERE DEVELOPMENT COMPANY IS THE OWNER OF SAID TRACT AND HAS THE RIGHT TO CONVEY SAID TRACT TO ANY PERSON OR ENTITY OF ITS CHOICE.

THESE BUILDINGS ARE BEING OFFERED FOR SALE AS PART OF THE CHATEAUMERE PHASE II DEVELOPMENT. THE CHATEAUMERE DEVELOPMENT COMPANY IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THIS SURVEY OR THE LEGAL DESCRIPTION OF SAID TRACT. THE BUYER IS ADVISED TO CONSULT WITH A LEGAL COUNSEL FOR FURTHER INFORMATION.

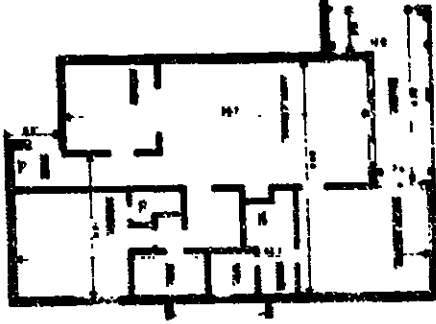
GENERAL NOTES

- ALL DIMENSIONS ARE IN FEET AND INCHES.
- ALL CORNERS ARE TO BE SET BY THE BUYER.
- ALL UTILITIES ARE TO BE LOCATED AND DEPTHEATED BY THE BUYER.
- ALL DISTURBED AREAS ARE TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
- ALL EROSION CONTROL MEASURES ARE TO BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- ALL RECORDS OF THIS SURVEY ARE TO BE MAINTAINED BY THE BUYER.
- ALL RECORDS OF THIS SURVEY ARE TO BE MAINTAINED BY THE BUYER.
- ALL RECORDS OF THIS SURVEY ARE TO BE MAINTAINED BY THE BUYER.

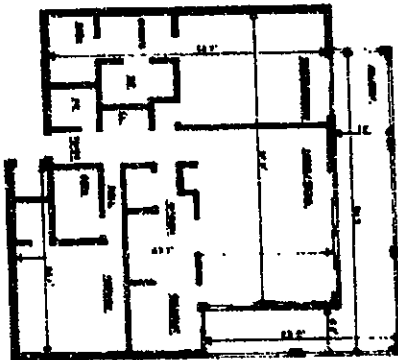
RECORDED'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

Chateaufort phase II

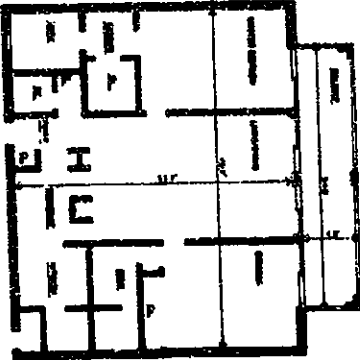
ASSEMBLY



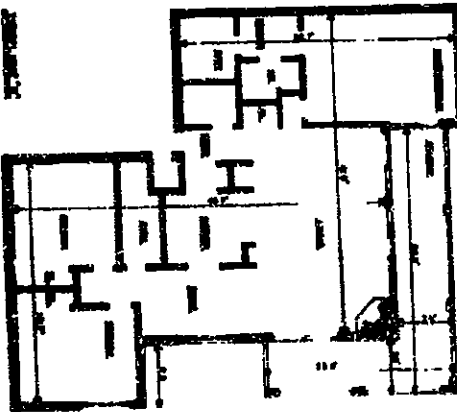
UNIT: A-101, A-102, A-103, A-104
A-105, A-106, A-107, A-108
UNIT: B-101, B-102, B-103, B-104
B-105, B-106, B-107, B-108



UNIT: A-101, A-102, A-103, A-104
A-105, A-106, A-107, A-108



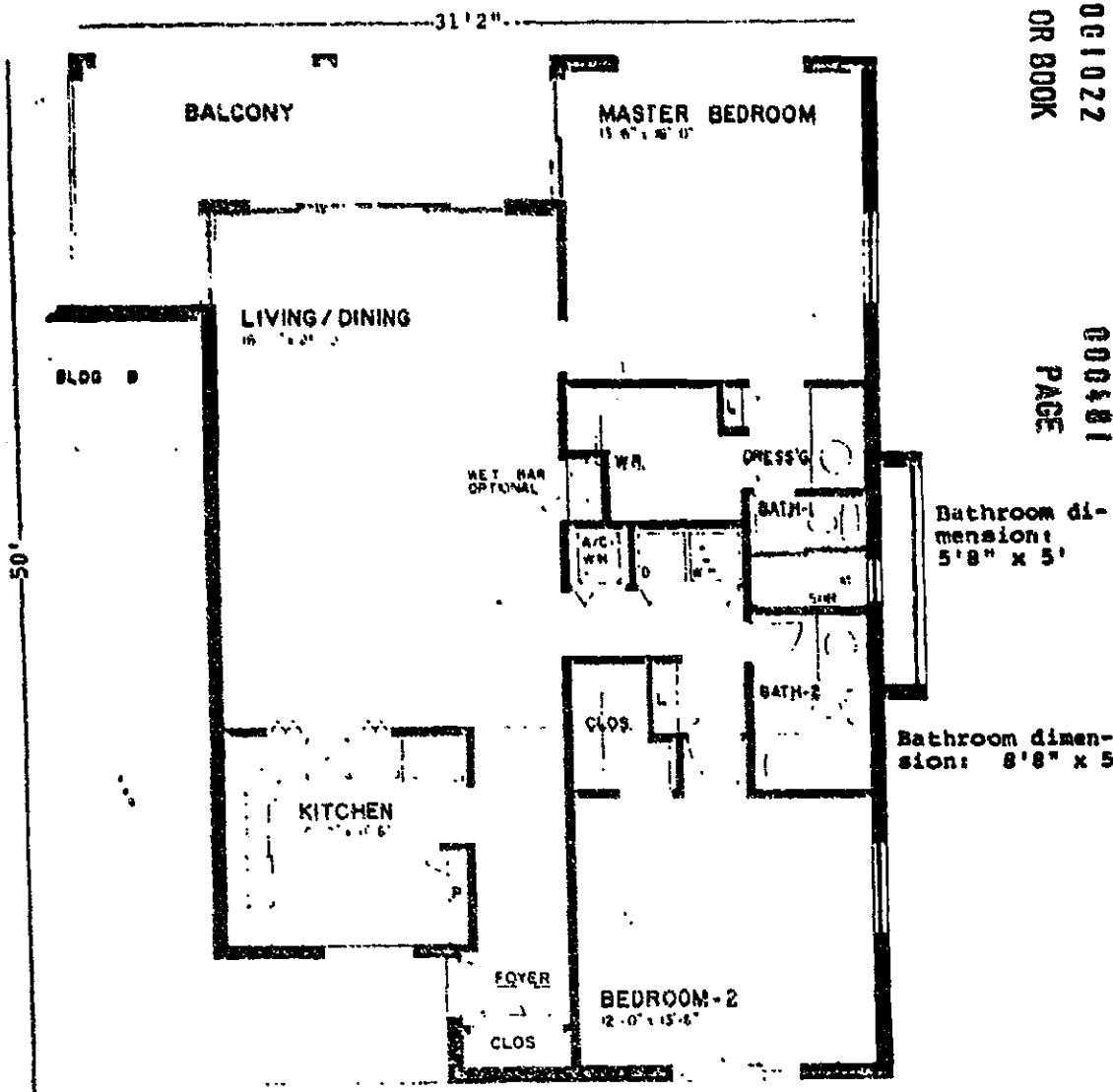
UNIT: B-101, B-102, B-103, B-104
B-105, B-106, B-107, B-108



UNIT: B-101, B-102, B-103, B-104
B-105, B-106, B-107, B-108

UNIT	NO. OF UNITS	NO. OF FLOORS	NO. OF STORIES	NO. OF ROOMS	NO. OF BATHS	NO. OF KITCHENS	NO. OF GARAGES
A-101	1	1	1	1	1	1	1
A-102	1	1	1	1	1	1	1
A-103	1	1	1	1	1	1	1
A-104	1	1	1	1	1	1	1
A-105	1	1	1	1	1	1	1
A-106	1	1	1	1	1	1	1
A-107	1	1	1	1	1	1	1
A-108	1	1	1	1	1	1	1
B-101	1	1	1	1	1	1	1
B-102	1	1	1	1	1	1	1
B-103	1	1	1	1	1	1	1
B-104	1	1	1	1	1	1	1
B-105	1	1	1	1	1	1	1
B-106	1	1	1	1	1	1	1
B-107	1	1	1	1	1	1	1
B-108	1	1	1	1	1	1	1

CHATEAUFORT PHASE II
 1000 10th Street
 San Francisco, CA 94103
 (415) 774-1000



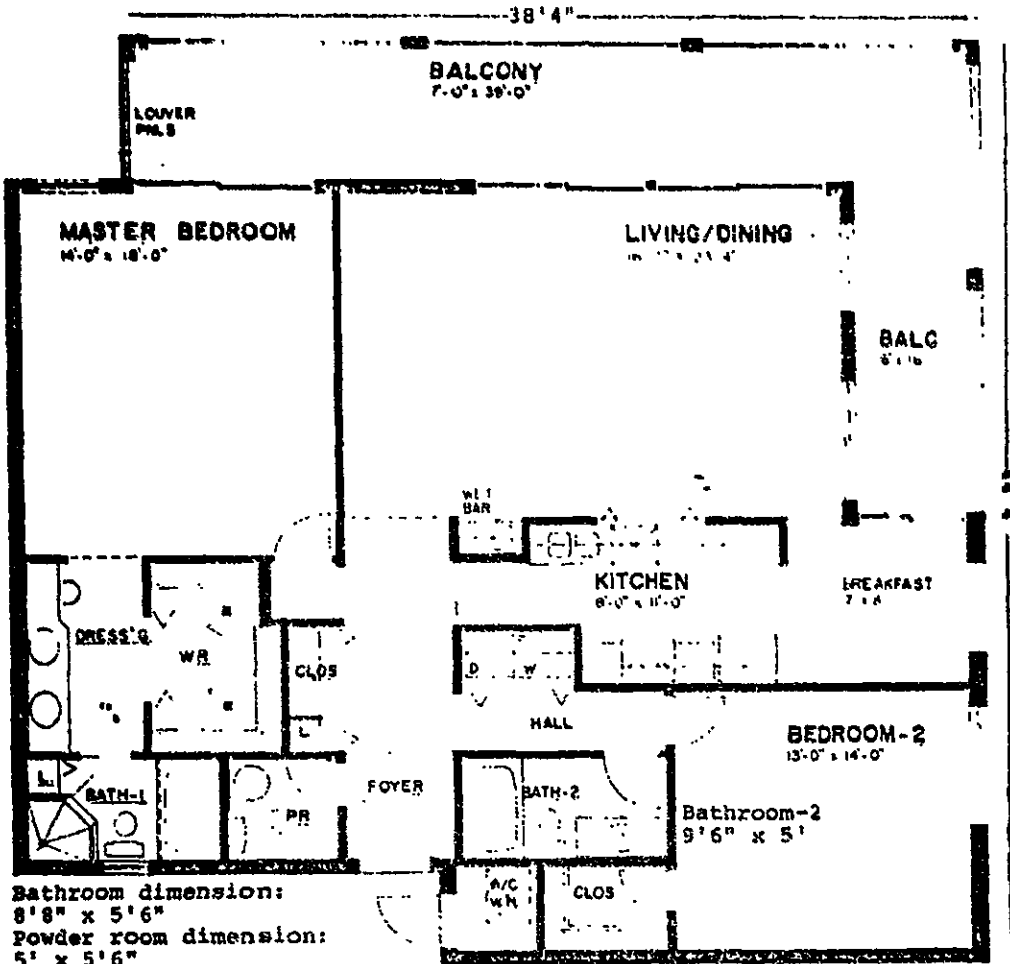
CHATEAUFERE, Phase Two

TYPICAL UNIT

	"A"	
	BLDG A	BLDG B
A/C SPACE	1351 sq ft	1551 sq ft
BALCONY SPACE	174 sq ft	210 sq ft
TOTAL	1525 sq ft	1761 sq ft

- Building A** Units: A-201, A-301, A-401, A-501
A-205, A-305, A-405, A-505
- Building B** Units: B-201, B-301, B-401, B-501
B-205, B-305, B-405, B-505

RECORDER'S MEMO: Legibility of writing. Typing or Printing unsatisfactory in this document when received.

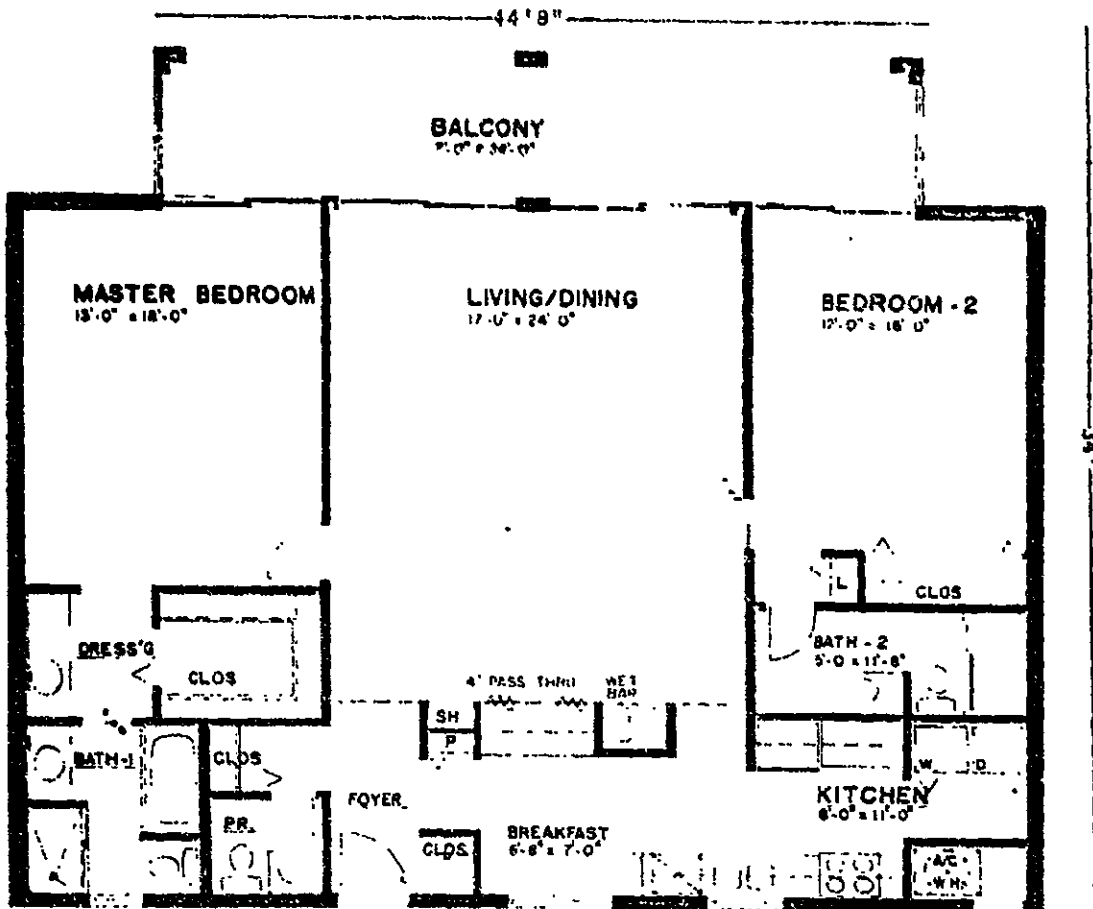


CHATEAUMERE, Phase Two

TYPICAL UNIT	"B"
A/C SPACE	1538 sq ft
BALCONY SPACE	369 sq ft
TOTAL	1907 sq ft

Units: A-102, A-202, A-302, A-402
A-104, A-204, A-304, A-404

RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.



Bathroom dimensions:
8' x 7'4"
Powder room dimensions:
5' x 4'6"

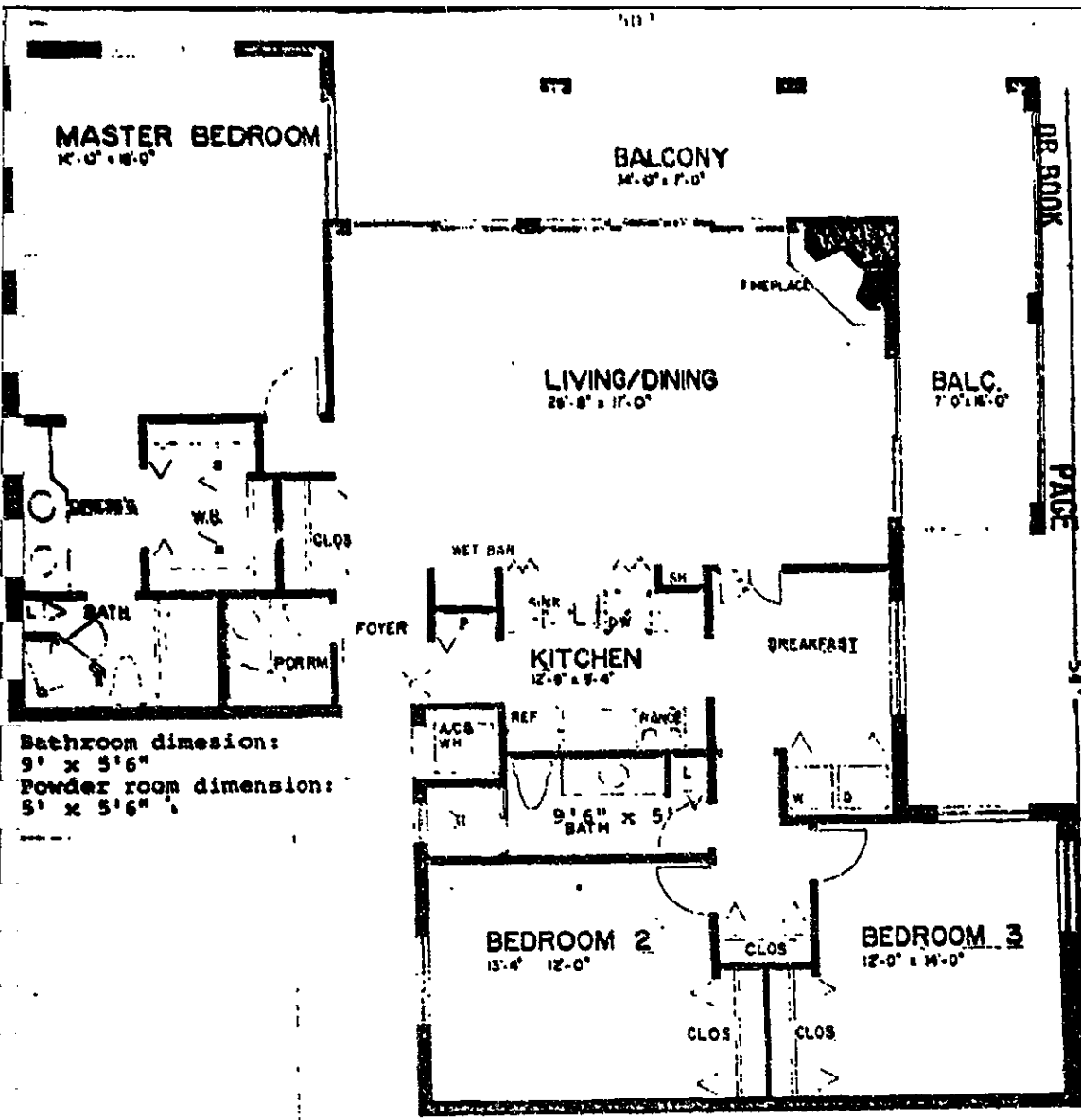
CHATEAUMERE, Phase Two

TYPICAL UNIT "C"

A/C SPACE	1496	sq ft
BALCONY SPACE	238	sq ft
TOTAL	1734	sq ft

Units: A-103, A-203, A-303, A-403
B-103, B-203, B-303, B-403

RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.



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54'

Bathroom dimension:
9' x 5'6"
Powder room dimension:
5' x 5'6"

CHATEAUMERE, Phase Two

TYPICAL UNIT "D"

A/C SPACE	1770	sq	ft
BALCONY SPACE	350	sq	ft
TOTAL	2120	sq	ft

- Units: B-102, B-202, B-302, B-402
B-104, B-204, B-304, B-404

RECORDER'S MEMO: Legibility of writing, Typing or Printing unsatisfactory in this document when received.

Recorded and Verified in Official Record of the County of Loudoun, Virginia
WILLIAM J. HALLAHAN
Notary of Great Court

CERTIFICATE OF ENACTMENT
BY
THE CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

This is to certify that on the 27th day of November, 1985,
the attached amendment to the Declaration of Condominium for the CHATEAUMERE,
A CONDOMINIUM, as recorded in Official Records Book 895, Page 409 through 501
of the Public Records of Collier County, Florida, was duly enacted and adopted
pursuant to F.S. 718.110(5).

IN WITNESS WHEREOF the undersigned officers of the CHATEAUMERE CONDOMINIUM
ASSOCIATION, INC., have caused these presents to be executed and its corpo atc
seal to be affixed this 27th day of November, 1985.

WITNESSES:

CHATEAUMERE CONDOMINIUM
ASSOCIATION, INC.

[Handwritten signatures]
BY: Karl Kramer
Karl Kramer, President
ATTEST: Ilona Dasbach
Ilona Dasbach, Secretary



STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this 27th day of November, 1985, before
me personally appeared KARL KRAMER and ILONA DASBACH, President and Secretary,
respectively, of the CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a corporation under
the laws of the State of Florida, to me known to be the persons who signed the
foregoing instrument as such officers and acknowledged the execution thereof to be
their free act and deed as such officers for the uses and purposes therein mentioned
and that they affixed thereto the official seal of said corporation and that the
instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this
27th day of November, 1985.

[Handwritten signature]
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 6, 1989
BORNED THRU GENERAL INS. LTD.

This instrument prepared by:

Mark J. Woodward, Esq.
WOODWARD & HOOLEY, P.A.
940-N. Collier Blvd.
Marco Island, Florida 33937

WOODWARD & HOOLEY, P.A.
940 NORTH COLLIER BLVD.
POST OFFICE BOX 7
MARCO ISLAND, FLORIDA 33937

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
unsatisfactory in this document
when received.

AMENDMENT TO DECLARATION OF CONDOMINIUM

CHATEAUMERE

A CONDOMINIUM

The Chateaumere Condominium Association, Inc., a Florida Corporation, (hereinafter referred to as Association), hereby amends that certain Declaration of Condominium of CHATEAUMERE, a Condominium, as recorded in Official Records Book 895, at Page 409, Public Records of Collier County, Florida, as follows:

The rules and regulations of the CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., is hereby amended to include:

The insulation of ceramic tile floors in condominium units is restricted to tile floors installed over adequate industry standard sound insulating material of at least one-half inch thick. Any unit owner desiring to insulate ceramic tile floors is to give the Board of Directors written notice a minimum of 30 days prior to the installation. The Board reserves the right to inspect the installation to assure compliance with the rule.

IN WITNESS WHEREOF, The Chateaumere Condominium Association, Inc., a Florida Corporation, has caused these presents to be executed by Karl Kramer, its President, this 29 day of November, 1985.

WITNESSES:

Superdaly Petter
Lisa L. Osborne

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

BY: 12.12
Karl Kramer, President

(CORPORATE SEAL)



This instrument prepared by:
Mark J. Woodward, Esq.
WOODWARD & HOOLEY, P.A.
940 N. Collier Blvd.
Marco Island, Florida 33937

Approved and Verified
in Office of Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. BEAGAN
Clerk of Circuit Court

CERTIFICATE OF ENACTMENT
BY
THE CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

This is to certify that on the 6th day of March, 1986, the attached amendment to the Declaration of Condominium for the CHATEAUMERE, a condominium, as recorded in Official Records Book 893, pages 409 through 501, of the Public Records of Collier County, Florida, was duly enacted and adopted pursuant to F.S. 718.110(5).

IN WITNESS WHEREOF the undersigned officers of the CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., have caused these presents to be executed and its corporate seal to be affixed this 6th day of March, 1986.

WITNESSES:

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

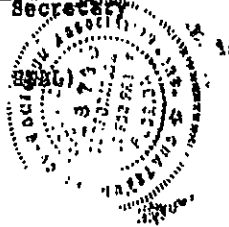
Lesley Irvine

By: [Signature]
Vice President

[Signature]

Attest: [Signature]
Ilona Darsbach, Secretary

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this 6 day of March, 1986, before me personally appeared Mark J. Woodward and ILONA DARSBACH, President and Secretary respectively, of the CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the instrument is the act and deed of said corporation.

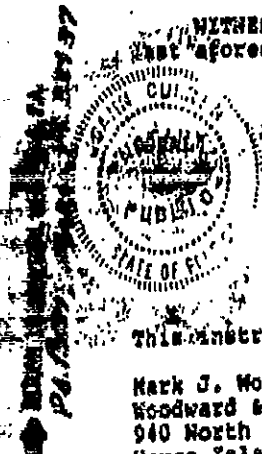
WITNESS my hand and official seal in the County and State of Florida this 6 day of March, 1986.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 28, 1989
Issued From Tony Pate - Inverness, Fla.

This instrument prepared by:

Mark J. Woodward, Esquire
Woodward & Hooley, P.A.
940 North Collier Boulevard
Marco Island, Florida 33937



AMENDMENT TO DECLARATION OF CONDOMINIUM
CHATEAUMERE
A CONDOMINIUM

The Chateaumere Condominium Association, Inc., a Florida Corporation (hereinafter referred to as Association), hereby amends that certain Declaration of Condominium of CHATEAUMERE, a condominium, as recorded in Official Records Book 895, at Page 409, Public Records of Collier County, Florida, as follows:

The rules and regulations of the CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., are hereby amended to include:

In the case of any units owned by any entity other than a natural person (in accordance with Article XII (A) (8) the developer is exempt from this provision), such entity shall provide the Board of Directors with a list of persons, not to exceed two (2) in number, who are authorized along with their immediate family, to use the units. Occupation of the unit by any other party shall be treated as a rental and shall be subject to the rules regulating same.

IN WITNESS WHEREOF, The Chateaumere Condominium Association, Inc., a Florida Corporation, has caused these presents to be executed by Mark J. Woodward its ^{Vice} President, this 6 Day of March, 1988.

WITNESSES:

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.,

James Lurren
James A. Brooks

By: [Signature]
Vice President



(CORPORATE SEAL)

This instrument prepared by:
Mark J. Woodward, Esq.
Woodward & Hooley, P.A.
942 North Collier Boulevard
Marco Island, Florida 33937

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN
Clerk of Circuit Court

RETURN TO ANTHONY J. WOODWARD, P.A.
P.O. Box 100000, Marco, FL 33997

REC 17.00
DOC
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OR BOOK

01020856
COLLIER COUNTY

BOS AUG -1 AM 9:00

RECORDED AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
CHATEAUMERE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

Southern Gulf Properties, Inc., a Florida Corporation (hereinafter referred to as "Developer") and Naples Financial Services, Inc. having been the owners and holders of the fee simple title to the real property situated, lying and being in Collier County, Florida and more particularly described as Phase Three in Article II of the Declaration of Condominium of Chateaumere, a condominium, recorded at Official Records Book 895 at Page 409, hereby amends the said Declaration of Condominium as follows:

The Submission Statement is amended to include:

Southern Gulf Properties, Inc., a Florida corporation the owner of fee simple title of record to those certain lands located and situated in Collier County, Florida being more particularly described in Exhibit "A", attached hereto and made a part hereof, at the time of creation of the condominium plan, and Naples Financial Services, Inc., a Florida corporation, being the present owners of said lands pursuant to that Warranty Deed dated March 1, 1985 and recorded in Official Records Book 1124, pages 639-640 of the Public Records of Collier County, Florida, do hereby jointly submit the said lands and improvements thereon to condominium ownership pursuant to Chapter 718 of the Florida Statutes.

Attached hereto and made a part hereof is Exhibit "B", the designation of unit numbers for Building C, Phase III.

IN WITNESS WHEREOF, Southern Gulf Properties, Inc., a Florida Corporation, and Naples Financial Services, Inc., a Florida Corporation d/b/a Southern Gulf Development caused these presents to be executed by their proper officers who are thereunto duly authorized and their corporate seals to be affixed this 20th day of June, 1986.

Signed, sealed and delivered in the presence of:

SOUTHERN GULF PROPERTIES, INC.

By: K. Kramer
Karl Kramer, President

(CORPORATE SEAL)

NAPLES FINANCIAL SERVICES, INC.

By: J. Abbott Sr. V.P.
John Abbott, Vice President

(CORPORATE SEAL)

RETURN TO Washburn & Associates

John B. Conklin
Susan Dawson

John B. Conklin
Susan Dawson

001200

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OR BOOK

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STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Kari Kraemer, well known to me to be the President of SOUTHERN GULF PROPERTIES, INC. and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my signature and official seal at Naples in the County and State aforesaid, this 20th day of June, 1986.

(SEAL)

William E. Wilkinson
Notary Public
My Commission Expires: 8/20/89

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John Abbott well known to me to be the Vice President of NAPLES FINANCIAL SERVICES, INC. and that he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my signature and official seal at Naples in the County and State aforesaid, this 20th day of June, 1986.

(SEAL)

William E. Wilkinson
Notary Public
My Commission Expires: 8/20/89

This instrument prepared by:
Mark J. Woodward, Esquire
WOODWARD & WOODWARD, P.A.
Post Office Box One
Marco Island, Florida 33937

001200

PLAT BOOK

001200

PLAT BOOK

EXHIBIT A

PHASE THREE: A parcel of land in Section 9, Township 49 South, Range 25 East, Collier County, Florida, being a portion of Parcel H of Pelican Bay Unit One according to the Plat thereof as recorded in Plat Book 12 at Pages 47 thru 52 of the Public Records of Collier County, Florida, more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast one-quarter of said Section 9; thence $80^{\circ}30'31''E$ along the West line of said Northeast one-quarter for 1603.66 feet to an intersection with the northeasterly line of said parcel H; thence $N34^{\circ}03'25''W$ for 70.00 feet to the point of beginning of the herein described parcel of land; thence continue $N34^{\circ}03'25''W$ for 175.25 feet; thence $S58^{\circ}56'35''W$ for 182.00 feet; thence $N56^{\circ}03'25''W$ for 225.00 feet; thence $S44^{\circ}32'56''W$ for 16.13 feet; thence $S5^{\circ}49'45''E$ for 12.00 feet; thence $S84^{\circ}10'15''W$ for 170.00 feet to an intersection with the arc of a circular curve concave to the northeast, said point bearing $S80^{\circ}56'20''W$ from the radius point of said curve; thence southeasterly along the arc of said curve having for its elements a radius of 1140.00 feet and a central angle of $3^{\circ}31'05''$ for 70.00 feet to the point of tangency; thence $S12^{\circ}34'45''E$ for 256.14 feet; thence $N82^{\circ}10'15''E$ for 326.00 feet; thence $N22^{\circ}10'15''E$ for 148.00 feet; thence $N87^{\circ}31'26''E$ for 176.63 feet to the point of beginning, containing 2.98 acres more or less.

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ON BOOK

EXHIBIT B

DESIGNATION OF UNITS
IN
BUILDING C, PHASE III, CHATEAUMERE,
A CONDOMINIUM

101	102	103	104
201	202	203	204
301	302	303	304
401	402	403	404
501	502	503	504
601	602	603	604
701	702	703	704
801	802	803	804
901	902	903	904
1001	1002	1003	1004
1101	1102	1103	1104
1201	1202	1203	1204
1401	1402	1403	1404
1501	1502	1503	1504
PH01	PH02	PH03	PH04

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
Clerk of Circuit Court

Doc 13.00
INT

CERTIFICATE OF AMENDMENT
OF DECLARATION OF CONDOMINIUM OF
CHATEAUMERE, A CONDOMINIUM
AND THE BY-LAWS OF
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting President of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, do hereby certify that at the annual meeting of the members held on March 18, 1987, where a quorum was present, after due notice, the resolutions set forth below were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of CHATEAUMERE, A CONDOMINIUM as originally recorded at O.R. Book 895 Pages 409 et seq., Public Records of Collier County, Florida, and the By-Laws of the corporation.

1. The following resolution was approved by at least 3/4 of the Unit Owners present in person or by proxy and casting votes at such meeting.

RESOLVED: That the Declaration of Condominium of CHATEAUMERE, A CONDOMINIUM, be and is hereby amended, and the amendments are adopted in the form attached hereto as Exhibit "A" and made a part hereof; and

2. The following resolutions were approved by at least 2/3 of all of the voting Unit Owners.

RESOLVED: That the By-Laws of this corporation be and are hereby amended, and the amendments are adopted in the form attached hereto as Exhibit "B", and made a part hereof; and it is further

RESOLVED: That the officers and Directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment as required by law.

March 18, 1987
Date

CHATEAUMERE CONDOMINIUM
ASSOCIATION, INC.

Witness: [Signature]
[Signature]

By: [Signature]
Bernon W. Young, President
(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of March, 1987, by Bernon W. Young, President of CHATEAUMERE CONDOMINIUM ASSOCIATION INC., on behalf of the Association.

[Signature]
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 31, 1988
ISSUED THROUGH AGENCY, INC.

EXHIBIT "A"

AMENDMENTS TO DECLARATION OF CONDOMINIUM

The Declaration of Condominium of Chateaux, a Condominium, shall be amended as shown below:

Note: New language is underlined>; language being deleted is shown in struck through type.

1. Article III shall be amended as follows:

ARTICLE III.

1. Identification of Building and Units Phase One.

There will be forty (40) units. Forty (40) of the sixty (60) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase One shall consist of two (2) buildings. These shall be identified as Building D and Building E. Each building shall consist of four (4) stories, containing the following units:

Building D

First Floor: D-101, D-102, D-103, D-104, D-105
Second Floor: D-201, D-202, D-203, D-204, D-205
Third Floor: D-301, D-302, D-303, D-304, D-305
Fourth Floor: D-401, D-402, D-403, D-404, D-405

Building E

First Floor: E-101, E-102, E-103, E-104, E-105
Second Floor: E-201, E-202, E-203, E-204, E-205
Third Floor: E-301, E-302, E-303, E-304, E-305
Fourth Floor: E-401, E-402, E-403, E-404, E-405

All -01 and -05 units shall have three (3) bedrooms, three (3) bathrooms, living-dining room, kitchen, laundry room, two (2) walk-in closets, one (1) dressing room, a terrace and a balcony.

All -02 and -04 units shall have two (2) bedrooms, two (2) bathrooms, living-dining room, breakfast room/kitchen, storage/laundry room, two (2) walk-in closets, and a terrace.

All -03 units shall have two (2) bedrooms, two and one-half (2 1/2) bathrooms, living-dining room, kitchen, laundry room, one (1) walk-in closet, and a terrace.

A-1

2. Identification of Building and Proposed Units in Phase Two.

There will be forty (40) units. Forty (40) of the sixty (60) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase Two shall consist of two (2) buildings. These shall be identified as Building A and Building B. Each building shall consist of five (5) four-(4) stories.

3. Identification of Building and Proposed Units in Phase Three.

There will be sixty (60) units. Sixty (60) of the ninety (90) parking spaces shall be assigned to the individual units. These units are described generally below.

Phase Three shall consist of one (1) building. This building shall be identified as Building C. The building shall consist of sixteen (16) stories, with fifteen (15) stories designated as living floors.

4. Unit Boundaries.

The respective units shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceiling surrounding each unit or any pipes, wires, conduits or other utility lines running through each unit which are utilized for or serve more than one (1) unit, the same being the Common Elements as hereinafter provided. Each unit shall be deemed to include the interior walls and partitions, the inner decorated or finished surface of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., which are contained in said unit. Ceiling height of each unit shall be eight (8') feet.

5.2. Easements.

Each unit shall have, and be subject to, and have appurtenant thereto non-exclusive easements in the Common Elements designated for such purposes as ingress to, egress from, utilities services for, and support, maintenance and repair of each unit, and in the other Common Elements for use according to their respective purposes. If any part of the Common Elements encroaches upon any unit or parking stall, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. The Association shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter into each unit from time to time during reasonable hours as may be necessary for the operation of the Condominium or for making emergency repairs therein necessary to prevent damage to any unit or Common Elements.

5.3. Common Elements.

a. The Common Elements of the condominium Phase-One shall include the land comprising--Phase-One and all other parts of the condominium located within-Phase-One and which are not within the above described units, and tangible personal property required for the maintenance and operation of Phase One-of the condominium.

~~The Common Elements of Proposed Phase Two shall include the land comprising Phase Two and all other parts of the condominium located within Phase Two and which are not within the forty (40) units proposed for Phase Two, and tangible personal property required for the maintenance and operation of Phase Two of the condominium.~~

~~The Common Elements of Proposed Phase Three shall include the land comprising Phase Three and all other parts of the condominium located within Phase Three and which are not within the sixty (60) units proposed for Phase Three, and tangible personal property required for the maintenance and operation of Phase Three of the condominium.~~

~~b. Parking spaces in the parking areas located within Phase One of the Condominium Property as aforesaid shall be assigned by the Board of Directors of the Association to each unit. Such facilities constitute Limited Common Elements and, as such, are reserved for the use of the unit appurtenant thereto, to the exclusion of other units, and there shall pass with each unit as appurtenant thereto the exclusive right to use the Limited Common Elements as appurtenant. Notwithstanding the designation of the parking spaces as limited Common Elements, expenses of maintenance and repair of the parking area shall be assessed in the same proportion as for the maintenance and repair of Common Elements as provided hereinafter.~~

b.e. Each Unit shall have appurtenant thereto an undivided interest as hereinafter set forth, in the Common Elements and the Limited Common Elements. The fee title to each unit shall include both the unit and the undivided interest in the Common Elements and the Limited Common Elements; and said undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrances may refer only to the fee title of that unit. Any attempt to separate the fee title to a unit from the undivided interest in the Common Elements and the Limited Common Elements appurtenant to such unit shall be null and void.

c.d. The Common Elements and Limited Common Elements shall remain undivided and no Owner shall bring any action for partition, so long as the structure(s) in question shall be utilized as residential non-profit condominium building(s).

d.e. The Owners of the respective units agree that if any portion of the Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same so long as it stands, shall and does exist. If any building in the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the Condominium Units agree that encroachments of parts of the Common Elements or Limited Common Elements or Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

7. Limited Common Elements.

Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular unit or units, to the exclusion of the other units. The limited Common Elements and the units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and site plan. The following Common Elements are hereby designated as Limited Common Elements:

a. Storage lockers. Certain storage lockers have been assigned as Limited Common Elements for the exclusive use of a certain unit. No unit may be assigned or acquire the use of more than one locker. The exterior surfaces of the lockers will be maintained by the Association and the cost shall be a common expense.

b. Parking Spaces. The assignment of parking spaces is by the Association. Each unit is assigned the exclusive right to use one space, and upon such assignment becomes a Limited Common Element appurtenant to that unit. The maintenance of all parking facilities is the responsibility of the Association and is a common expense.

c. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by and at the expense of the owner of the unit.

d. Balconies, Patios and Porches. Any balcony, patio or porch attached to and serving exclusively a unit shall be a Limited Common Element. The unit owner shall be responsible for day-to-day cleaning and care, all painting and maintenance. No balcony, patio or porch may be created, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair or replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner. The owner shall also be responsible for the sliding glass door, if any, affording access to such area. The maintenance, repair and replacement of exterior screening on porches shall be the Association's responsibility.

e. Others. Any part of the Common Elements connected to or exclusively serving a single unit, and specifically required elsewhere in this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a Limited Common Element appurtenant to that unit, whether specifically described above or not.

The exclusive use of a Limited Common Element is an appurtenance to the unit or units to which it is designated or assigned. The right to such use passes with the unit, whether or not separately described, and cannot be separated from it, except that the use rights to a particular parking place or storage locker may be exchanged between units by agreement between the owners desiring the exchange and with approval in writing of the Board of Directors.

Purpose: deletion of superfluous language, correction of subsection numbering errors in original text, and clarification of status and maintenance responsibilities for Limited Common Elements.

2. Article V, Section A, shall be amended as follows:

ARTICLE V.

A. Maintenance, Alteration and Improvement.

Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

1. Apartment Units.

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

1) all portions of a unit, except interior surfaces, contributing to the support of the condominium building which portions shall include, but not be limited to, the outside walls of the condominium building and all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained ~~within in the portions of~~ a unit, but that service part or parts of the Condominium other than the unit within which contained; and

3) all incidental damage caused to a Unit by such work specified in 1) and 2) of this subsection.

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

1) to maintain, repair and replace at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. The portions of a unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to the following items: major appliances such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built-in equipment; floor coverings, except floor slabs; interior fixtures such as electrical and plumbing fixtures; inside paint and other inside wall finishes. Mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the residents of other Units;

2) not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building, whether part of a Unit, the Common Elements and/or Limited Common Elements;

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unless the prior written approval of the Board of Directors is obtained. Any such addition, alteration or change shall be maintained, repaired or replaced and insured by the Unit Owner.

2. Common Elements.

(a) Except as otherwise provided, the maintenance of the Common Elements and the Limited Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements and the Limited Common Elements except with the prior approval of a majority of the voting interests. However, if work reasonably necessary to protect, maintain, repair or replace the Common Elements and Limited Common Elements also constitutes a material alteration or substantial addition, no prior approval of the membership is necessary, in the manner provided in this Declaration or in the By-Laws of the Association.

(b) The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other Condominium Associations in contracting with the same firm, person or corporation for maintenance and repair.

(c) No Unit Owner shall make or cause to be made any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, unless the written approval of the Board of Directors is first obtained. No Owner shall do anything or do any work which would jeopardize the safety or soundness of the Condominium Building containing his Unit, or impair any easements.

(d) The Association shall determine the exterior scheme of the building and all exterior surfaces and shall be responsible for the maintenance thereof, and no Unit Owner shall paint an exterior wall, door, window, or any exterior surface without the written consent of the Board of Directors.

Purpose: clarification of maintenance responsibility, and conformity to the requirements of Section 718.113(2) of the Condominium Act.

3. Article VI, Subparagraph (2)(c)(1) of the Declaration shall be amended as follows:

ARTICLE VI

* * *

2. Assessments.

* * *

C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions:

1. Assessments that are unpaid for over 10 days after due date shall bear interest at the highest lawful legal rate; all payments on account shall be first applied to interest and then to the assessment payment first due.

Purpose: to clarify interest rate on delinquent assessments. "Legal rate" means 12% under current Florida law. The maximum "lawful rate" is currently 18%.

4. Article XII, Section D of the Declaration, shall be deleted in its entirety.

ARTICLE XII.

Maintenance of Community Interest. 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 shall be subject to the following provisions so long as the Condominium exists and the Condominium building exists in useful condition upon the land, which provisions each Unit Owner covenants to observe:

* * *

~~D.---Notwithstanding the foregoing, the Association may not purchase any Unit without prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote.~~

Purpose: to allow the Association to protect its interests by purchasing a unit when circumstances require such action, such as in cases of foreclosure of a lien for unpaid assessments or a mortgage. Normally time constraints do not permit a vote of the owners to be taken on these matters.

5. Article XV, Section A, shall be amended as follows:

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ARTICLE XV.

Method of Amendment of Declaration.

A. This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium called and convened in accordance with the By-Laws of the Association in the following manner:

1. Notice of the ~~taxi~~ subject-matter of the proposed amendment shall be included in the notice, ~~if any~~, of the meeting at which the proposed amendment is considered.
2. An amendment shall be approved by affirmative vote of three-fourths (3/4) of the ~~voting interests~~ all-Unit-Owners present in person or by proxy and casting votes at such meeting.

~~Provided however, that No amendment shall unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent and No amendment shall change any Unit nor share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of first 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 first mortgages upon the Condominium shall join in the execution of the amendments. No amendment shall be made affecting the rights, as expressed in the Declaration or any documents attached hereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment.~~

PURPOSE: clarification, conformity to Section 718.110(1)(b) of the Condominium Act, and removal of unduly burdensome restrictions on making certain types of amendments.

EXHIBIT "B"

AMENDMENT TO BY-LAWS

The By-Laws of CHATEAUXMERE CONDOMINIUM ASSOCIATION, INC. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in struck through type.

1. Article II of the By-Laws shall be amended as follows:

II. Directors

A. Board of Directors. The affairs of the Association shall be governed by a Board of Directors consisting of members as follows:

1. ~~The initial Board of Directors shall consist of three (3) persons who shall be designated by Developer and shall serve until their successors qualify or until the first annual meeting of Unit Owners as set forth in Article IV of these By-Laws. The members of the initial Board of Directors shall consist of such of the officers, directors, agents and/or employees of Developer as Developer shall from time to time designate.~~

2. ~~At such time as the Unit Owners of Phase One, other than Developer, are entitled to elect a majority of the Board of Directors, and the Developer has notified the Board of his intention not to develop any future phases, the number of directors on the Board shall be increased to seven (7) persons to be elected as set forth below in Section B of this Article. The Unit Owners' representatives on the Board elected as specified in Section B of this Article shall be owners, co-owners, spouses of owners, mortgagees of units, or in the case of corporate owners or mortgagees of units, officers, directors, shareholders or authorized employees of such corporation.~~

3. ~~Should the Developer elect to develop Phase Two, the Unit Owners in Phase One shall elect four representatives to the Board the first year, and the Unit Owners in Phase Two shall elect three representatives to the Board the first year. Thereafter, the Board shall consist of seven Directors and each subsequent year each Phase shall alternate electing four and three Directors respectively.~~

4. ~~Should the Developer elect to construct all three phases of the Condominium, the Unit Owners in Phase One shall elect two representatives to the Board, the Unit Owners in Phase Two shall elect two representatives to the Board, and the Unit Owners in Phase Three shall elect three representatives to the Board. Thereafter, the number of members on the Board of Directors shall be seven and the representation of each Phase shall be two from Phase One, two from Phase Two, and three from Phase Three.~~

B. Election of Directors. At each Annual Meeting the members shall elect as many Directors as there are regular terms of Directors expiring and other

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vacancies to be filled. The nominating committee, if any, shall nominate its recommended candidates for the office of Director on the floor at the annual meeting, at which time any other eligible person may also be nominated. Elections shall be conducted in such a manner that as long as there are willing candidates, there shall always be at least one Director from each of the five buildings. Otherwise Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be apportionment to each unit as many votes as there are Directors to be elected. No voting representative of any unit may cast more than one (1) vote for any candidate, it being the intent hereof that voting in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote.

B.---Election of Directors.---Unit Owners shall be entitled to elect members of the Board of Directors as follows:

1.---At the first annual meeting of Unit Owners in each Phase, one (1) of the directors by the Developer shall resign and the Unit Owners other than Developer shall elect one (1) director to serve until the next annual meeting of Unit Owners.---At each annual meeting thereafter and until such time as the Unit Owners other than Developer become entitled to elect a majority of the Board of Directors, the Unit Owners shall elect one (1) director to replace the director previously elected by the Unit Owners and to serve for a period of one (1) year or until the next annual meeting, whichever shall occur sooner.

2.---At such time as the Unit Owners other than Developer are entitled to elect a majority of the Board as set forth below, the Unit Owners other than the Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of Unit Owners other than Developer.

3.---In each Phase, the Unit Owners other than Developer shall elect a majority of the Board of Directors, allocated to that Phase, at a meeting to be held no later than the earliest of (1) the date three (3) years after sales by Developer of fifty percent (50%) of the Units in the Condominium have closed; or (2) the date when all the Units have been completed, some of them have been sold, and no unsold Units are being offered for sale by Developer in the ordinary course of business; or (4) the date when some of the Units have been sold and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

4. Developer shall be entitled to designate at least one (1) member of the Board for so long as Developer holds five percent of the Units in the Condominium for sale.

C. Term of Office. In order to promote a continuity of experience by a system of staggered terms, at Commencing with the first meeting of the Unit Owners after the date on which Unit Owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors and the Developer has completed all phases of the condominium or sent written notice of his intent not to develop subsequent phases, Unit Owners shall elect four (4)

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Directors were elected to serve for a period of two (2) years and three (3) Directors were elected to serve for a period of one (1) year. The Directors shall hold office until their successors have been elected, qualified or until his earlier death, resignation or removal. ~~Directors designated by Developer shall serve until their successors qualify or until their earlier death, resignation or removal by Developer.~~ Thereafter, all Directors shall be elected for two year terms, except as otherwise provided below in the case of vacancies.

D. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. At any regular or special meeting called by ten percent of the Unit Owners, any one or more of the members of the Board of Directors elected by Unit Owners may be removed with or without cause by a majority of the whole number of Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Directors designated by Developer may only be removed and replaced by Developer. Any member of the Board of Directors whose removal has been proposed by Unit Owners shall be given an opportunity to be heard at the meeting prior to a vote for such removal.

E. Resignation. Any Director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Secretary of the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required to make it effective.

F. Vacancy and Replacement. ~~Vacancies in the Board of Directors, other than vacancies occurring as a result of removal by the Unit Owners, shall be filled for the unexpired term by the remaining Directors at any regular or special Director's meeting.~~ If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting duly called for the purpose of filling such vacancy or vacancies, shall choose a successor(s) who shall hold office ~~for the predecessor Director's unexpired term, until the next annual meeting, at which time the unit owners shall elect a successor to fill any remaining unexpired term.~~ Appointments and elections under this subparagraph shall be in accordance to the extent possible with the requirement in subparagraph (B) above that the Board be comprised of at least one Director from each of the five buildings.

G. Powers and Duties of the Board of Directors. All of 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 and employees, subject only to approval by Unit Owners only when such is specifically required. Such powers and duties of the Board of Directors shall include but not be limited to the following:

1. To make and collect assessments against Unit Owners in accordance with Article V, subparagraph (D) of these By-Laws, to defray the cost and expenses of the Condominium.

2. To use the proceeds from the assessments in the Exercise of its powers and duties in the manner provided in Article V, subparagraph (D) of these By-Laws.

3. To enter into agreements and to purchase necessary equipment and tools for the maintenance and preservation of the Condominium.

4. To enter in and upon the Units when necessary and reasonable in connection with the maintenance and preservation of the Condominium.

5. To insure the Condominium Property in the manner set forth in Article VIII of the Declaration of Condominium against casualty losses and public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

6. To reconstruct improvements after casualty and to further improve the Condominium Property as provided in Article IX of the Declaration of Condominium.

7. To make and amend reasonable regulations respecting the use of the ~~common elements and association property, and for the operation of the association~~ Condominium Property as provided in Article XV of the Declaration of Condominium and Article XIII of these By-Laws.

8. To approve or disapprove the transfer of ownership of Units in the manner provided in Article XII of the Declaration of Condominium.

9. To enforce by legal means the provisions of the Condominium Act, the Declaration and the By-Laws.

10. To employ personnel as may be required for the maintenance and preservation of the Condominium Property.

H. Meetings.

1. Organizational Meeting. ~~The first meeting of the Board of Directors held after a majority of the members have been elected by Unit Owners other than Developer in each phase, shall be and constitute the~~ organizational meeting of a newly elected Board and shall be held immediately upon adjournment of the meeting at which any Directors were elected, provided a quorum shall then be present, or as soon thereafter as may be practical.

2. 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 members of the Board. ~~During the period in which the members of the Board are designated by Developer, the Board shall hold at least one (1) such meeting during each calendar year. After a majority of the members of the Board are elected by Unit Owners other than the Developer, the Board shall~~ hold at least two (2) such meetings during each calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by personal delivery, mail or telegram, at least five (5) business days prior to the day of such meeting.

3. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors by giving ~~two~~ (2) ~~five~~ (5) business days' prior notice to each member of the Board of Directors, by personal delivery, telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting.

4. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board shall constitute a waiver of notice by him at the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meetings.

5. Meetings Open to All Unit Owners. Meetings of the Board of Directors shall be open to all Unit Owners and Notice of said Board of Directors' meeting shall be posted conspicuously on the condominium property in the Association Office for the benefit of all Unit Owners at least forty-eight (48) hours in advance of said meeting, except in the case of emergency meetings. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

I. Quorum. At all such meetings of the Board of Directors, the presence of a majority of the members thereof shall constitute a quorum for the transaction of business, and the vote of a majority of those the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If At any meeting of the Board of Directors, there shall be less than a quorum present, a majority of the Directors these present may adjourn the meeting from time to time, regardless of whether a until a quorum shall be present or represented. At the reconvening of any such adjourned meeting, at which if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

J. Order of Business at Meetings. The order of business at all meetings of the Board of Directors shall be substantially as follows:

1. Roll Call
2. Reading of the minutes of the last meeting
3. Consideration of communications
4. Resignation and elections
5. Reports of officers and employees
6. Reports of committees
7. Unfinished business

address of such Owner at the Condominium, or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary, at least ten (10) days prior to given notice of such meeting by the Secretary. The Secretary also shall post conspicuously on the condominium property in the Association office notice of said meeting at least fourteen (14) days prior to its occurrence. Notice of special meetings shall be subject to the same requirements hereinstated, except that Notice of special meetings shall state the purpose thereof. For the purpose of giving notice as required hereunder, the Secretary shall maintain a current list of Unit Owners. The Secretary shall provide an affidavit of mailing of notice of the annual meeting as required by law.

* * *

H. Voting Interests. Each Unit is entitled to one (1) vote. 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, any one of the record owners may or is under lease, 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 signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Corporation. If a unit is owned by a partnership, any general partner may cast the vote, and filed with the Secretary of the Association. Such certificates shall be valid until revoked or unit 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 of a Unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

The Unit Owners in each Phase shall elect one (1) representative from each phase to cast votes for all of the Unit Owners in that Phase on any subject submitted to the Association by The Pelican Bay of Naples Foundation, Inc. The vote cast by the elected representative shall be cast in the same manner as each individual Unit Owner submits his vote on such subject to the elected representative.

For voting purposes, at least fourteen (14) days prior to a particular meeting, the Secretary shall prepare a complete list of Unit Owners entitled to vote, arranged numerically by Units. Such lists shall be kept until the questions to be voted upon have been determined, and shall be open to examination by Unit Owners throughout such time.

3. Article V, subparagraphs (A), (E), (G) and (H) of the By-laws shall be amended as follows:

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V. Finances

A. Fiscal Calendar Year. The corporation shall operate on a fiscal calendar year beginning the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar-year basis to that of a different fiscal year basis whenever deemed expedient for the best interests of the Association.

* * *

E. Billing and Payment of Assessments. When the Board of Directors, of which a majority of the members have been elected by the Unit Owners other than Developer, has determined the amount of any assessment, the Treasurer of the Association shall mail or present a statement of the assessment to each Unit Owner or Owners. All assessments shall be payable to the Treasurer of the Association, and upon request the Association Treasurer shall give a receipt for each payment made to him.

* * *

G. Default in the Payment of Assessments. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within ten (10) thirty-(30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration of Condominium and the Condominium Act.

* * *

H. Foreclosure of Liens for Unpaid Assessments. If an action of foreclosure is brought against a Unit Owner for nonpayment of monies due the Association, and as a result thereof the interest of the said Unit Owner is sold, then the Unit Owner will thereupon cease to be a member of the Association. If the Association becomes the owner of a Condominium Unit by reason of foreclosure, it shall offer said unit for sale, and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Unit, which shall include, but not be limited to, advertising expenses, Real Estate brokerage fees, closing costs, and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expenses shall become part of the common surplus, be returned to the former Unit Owner.

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4. Article VII, Subparagraph (L) of the By-laws, shall be amended as follows:

~~L. The installation insulation of ceramic tile or hardwood floors in condominium units above the ground floor is restricted to tile floors installed over adequate industry standard sound insulating material of at least one-half inch thick. Any unit owner desiring to install such insulate ceramic-tile floors is to give the Board of Directors written notice a minimum of 30 days prior to the installation. The Board reserves the right to inspect the installation to assure compliance with the rule.~~

Article XIII, Subparagraphs (B) and (C) of the By-laws shall be amended as follows:

B. Approval. An amendment shall be adopted if it is approved by two-thirds (2/3) of all of the voting Unit-Owners voting interests present and voting at a meeting called for the purpose. Unit Owners 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.

C. Proviso. Provided, however, that no amendment shall unlawfully discriminate against any Unit Owner nor against any Unit or class or group of Units unless the members so affected shall consent. No amendment may adversely affect be made affecting the rights, as expressed in the Declaration of Condominium or any documents attached thereto, of the Developer, as a Unit Owner or otherwise, unless the prior written consent of the Developer is given for such amendment. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

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Notarized and Witnessed
in the County of
DADE COUNTY, FLORIDA

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AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CHATEAUMERE, A CONDOMINIUM

SOUTHERN GULF PROPERTIES, a Florida corporation (hereinafter referred to as "Developer"), hereby amends that certain Declaration of Condominium of Chateaumere, a condominium, and the exhibits attached thereto, recorded in Official Records Book 895, pages 409 through 501, Public Records of Collier County, Florida, pursuant to Chapter 718 of the Florida Statutes.

The Declaration of Condominium of Chateaumere, a condominium, is hereby amended to include that certain Certificate of Surveyor and drawings attached hereto.

IN WITNESS WHEREOF, SOUTHERN GULF PROPERTIES, a Florida corporation, developer of Chateaumere, a condominium, Phase I, has caused these amendments to be executed by its duly authorized agent, this 10th day of February, 1987.

Signed, sealed and delivered
in our presence:

SOUTHERN GULF PROPERTIES, INC.

Martha R. Eden
[Signature]

By: *[Signature]*
Mark J. Woodward,
Vice President

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STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me personally appeared MARK J. WOODWARD, Vice President of SOUTHERN GULF PROPERTIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned.

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WITNESS my signature and official seal in the State and County last aforesaid this 10th day of February, 1987.

Martha R. Eden
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires August 13, 1988
Bonded thru Agent's Notary &
Surety Brokerage

This instrument prepared by:

Mark J. Woodward, Esquire
Woodward & Woodward, P.A.
940 North Collier Boulevard
Post Office Box One
Marco Island, Florida 33937

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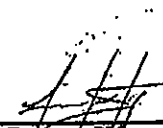
RETURN TO ARTHUR V. WOODWARD, P.A.

CHATEAUMERE PHASE I
BUILDINGS "D" AND "E"
SURVEYOR'S CERTIFICATE
(Pursuant to F.S. 718.104(e))

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements described is substantially complete so that such material (typical floor plans and individual unit floor plans at O.R. Book 895, pages 494-501) as contained in the Declaration of Condominium of CHATEAUMERE, a condominium, together with the provisions of the Declaration of Condominium of CHATEAUMERE, a condominium, describing the condominium property is an accurate representation of the location and dimensions of the improvements and, further, that with such material, including the two pages of exhibits attached hereto and made a part hereof, there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit and, where applicable, the limited common elements. All planned improvements including, but not limited to, landscaping, utility services, and access to the unit, and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

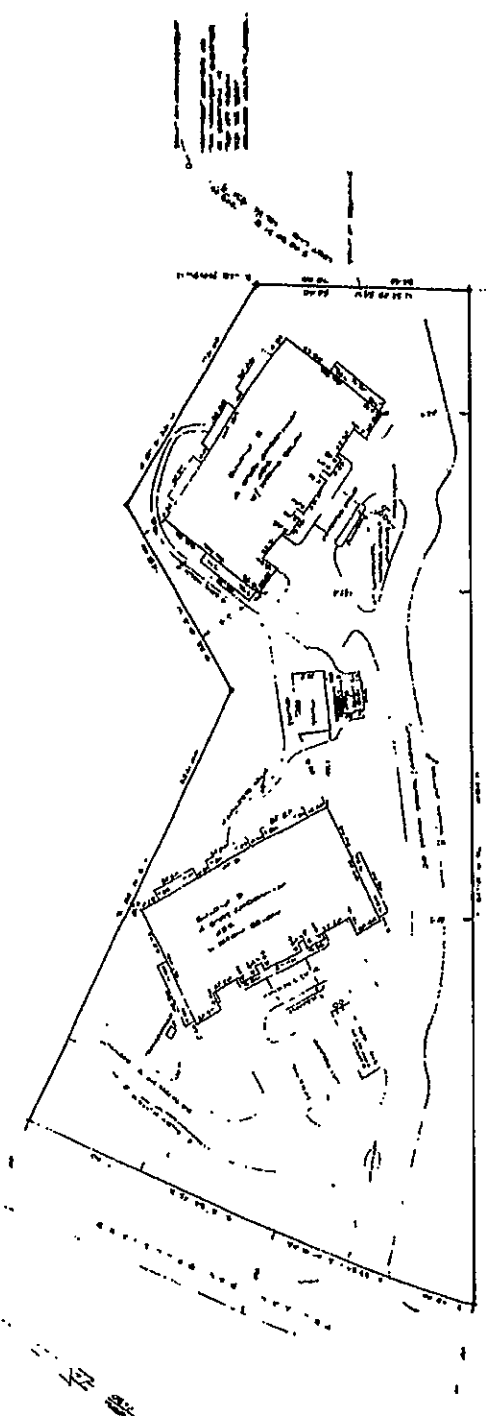
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A. Trigo, PLS
Florida Certificate No. 2982

5/19/87
Date

CHATEAUMERE PHASE I
A CONDOMINIUM



UNIT NO.	AREA	FINISH	PRICE	DATE	STATUS
101	1,200	Hardwood	\$120,000	12/15/78	Sold
102	1,200	Hardwood	\$120,000	12/15/78	Sold
103	1,200	Hardwood	\$120,000	12/15/78	Sold
104	1,200	Hardwood	\$120,000	12/15/78	Sold
105	1,200	Hardwood	\$120,000	12/15/78	Sold
106	1,200	Hardwood	\$120,000	12/15/78	Sold
107	1,200	Hardwood	\$120,000	12/15/78	Sold
108	1,200	Hardwood	\$120,000	12/15/78	Sold
109	1,200	Hardwood	\$120,000	12/15/78	Sold
110	1,200	Hardwood	\$120,000	12/15/78	Sold
111	1,200	Hardwood	\$120,000	12/15/78	Sold
112	1,200	Hardwood	\$120,000	12/15/78	Sold
113	1,200	Hardwood	\$120,000	12/15/78	Sold
114	1,200	Hardwood	\$120,000	12/15/78	Sold
115	1,200	Hardwood	\$120,000	12/15/78	Sold
116	1,200	Hardwood	\$120,000	12/15/78	Sold
117	1,200	Hardwood	\$120,000	12/15/78	Sold
118	1,200	Hardwood	\$120,000	12/15/78	Sold
119	1,200	Hardwood	\$120,000	12/15/78	Sold
120	1,200	Hardwood	\$120,000	12/15/78	Sold

CONDOMINIUM REGULATIONS

1. The owner of any unit in this condominium shall be deemed to have agreed to be bound by the following regulations:

2. The owner shall not use any unit for any purpose other than a residence.

3. The owner shall not use any unit for any purpose that would create a nuisance, hazard, or annoyance to any other unit.

4. The owner shall not use any unit for any purpose that would be in violation of any applicable laws, ordinances, or regulations.

5. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

6. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

7. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

8. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

9. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

10. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

11. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

12. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

13. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

14. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

15. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

16. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

17. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

18. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

19. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

20. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

UNIT INFORMATION

1. The owner of any unit in this condominium shall be deemed to have agreed to be bound by the following regulations:

2. The owner shall not use any unit for any purpose other than a residence.

3. The owner shall not use any unit for any purpose that would create a nuisance, hazard, or annoyance to any other unit.

4. The owner shall not use any unit for any purpose that would be in violation of any applicable laws, ordinances, or regulations.

5. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

6. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

7. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

8. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

9. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

10. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

11. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

12. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

13. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

14. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

15. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

16. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

17. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

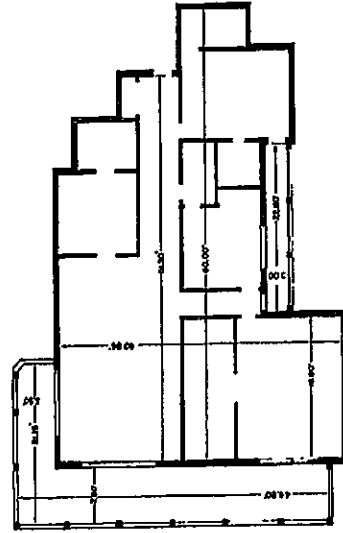
18. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

19. The owner shall not use any unit for any purpose that would be in violation of the terms of this declaration.

20. The owner shall not use any unit for any purpose that would be in violation of the terms of any applicable laws, ordinances, or regulations.

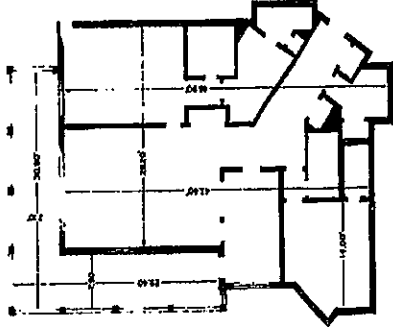
DATE	12/15/78
BY	[Signature]
TITLE	Developer
PROJECT	Chateaumere Phase I
ADDRESS	[Address]
CITY	[City]
STATE	[State]
ZIP	[ZIP]

CHATEAUMERE PHASE I
A CONDOMINIUM



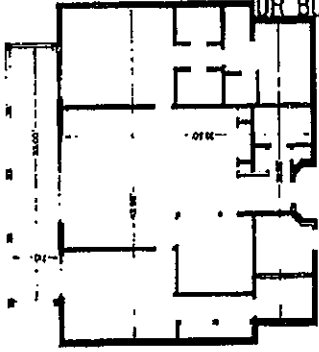
- UNITS
- D-101
 - E-101
 - D-201
 - E-201
 - D-301
 - E-301
 - D-401
 - E-401

- REVERSE UNITS
- D-105
 - E-105
 - D-205
 - E-205
 - D-305
 - E-305
 - D-405
 - E-405



- UNITS
- D-102
 - E-102
 - D-202
 - E-202
 - D-302
 - E-302
 - D-402
 - E-402

- REVERSE UNITS
- D-104
 - E-104
 - D-204
 - E-204
 - D-304
 - E-304
 - D-404
 - E-404



- UNITS
- D-103
 - E-103
 - D-203
 - E-203
 - D-303
 - E-303
 - D-403
 - E-403



CONMET TO REGULATION OF CONDOMINIUM

A TRIST & ASSOCIATES INC

1000 77th Avenue

1000 77th Avenue

Net # 3750

1.0 38.00 + 4.50

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CHATEAUMERE, A CONDOMINIUM

SOUTHERNGULF PROPERTIES, a Florida corporation (hereinafter referred to as "Developer"), hereby amends that certain Declaration of Condominium of Chateaumere, a condominium, and the exhibits attached thereto, recorded in Official Records Book 895, Pages 409 through 501, Public Records of Collier County, Florida, pursuant to Chapter 718 of the Florida Statutes.

WHEREAS, the amendment to the Declaration of Condominium of Chateaumere recorded May 19, 1983 at O.R. Book 1022, Page 476, included a surveyors certificate of substantial completion and the floor plans of individual units with dimensions and

WHEREAS, said amendment failed to illustrate how each individual unit was situated in Building A and B of Phase II,

NOW THEREFORE, the Declaration of Condominium as well as the Amendment located at OR Book 1022, Page 476 is amended to include the attached drawing of the first floor, typical floors and penthouse floors of each respective building.

IN WITNESS WHEREOF, SOUTHERN GULF PROPERTIES, a Florida corporation and Naples Financial Services, Inc., a Florida corporation has caused these amendments to be executed by its duly authorized agent, this 2 day of July, 1987.

Signed, sealed and delivered in our presence:

SOUTHERN GULF PROPERTIES, INC.

J. Patricia W. ...
... ..

By: [Signature]
Mark J. Woodward,
Vice President

J. Patricia W. ...
Susan Dawson

NAPLES FINANCIAL SERVICES, INC.
By: [Signature]
John Abbott, Vice Pres.

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me personally appeared MARK J. WOODWARD, Vice President of SOUTHERN GULF PROPERTIES, INC., a Florida corporation, and JOHN ABBOTT, Vice President of Naples Financial Services, Inc., a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned.

WITNESSETH my signature and official seal in the State and County last aforesaid this 2nd day of July, 1987.

[Signature]
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Mark J. Woodward, Esquire
940 N. Collier Boulevard
Post Office Box 1
Marco Island, Florida 33937

RECORDED
JUL 19 1987

COLLIER COUNTY
81103689

→ RETURN TO Woodward & Woodward P.A.

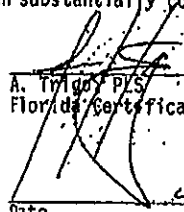
001281
ON BOOK

002059
PAGE

(2)

CHATEAUMERE PHASE II
BUILDINGS A & B
SURVEYOR'S CERTIFICATE
(Pursuant to F.S. 718.104(e))

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements described is substantially complete so that such material (Site Plan, Floor Plan) as contained in the Declaration of Condominium of CHATEAUMERE, A CONDOMINIUM, at Official Records Book 895, Pages 409 - 501 together with the provisions of the Declaration of Condominium of CHATEAUMERE, A CONDOMINIUM, and that certain amendment located at Official Records Book 1022, Pages 476 - 485, describing the condominium, is an accurate representation of the improvements described, and further, with such material including the six pages of exhibits attached hereto and made a part hereof there can be determined therefrom the identification, location, and dimension of the common elements, and of each unit, and where applicable, the limited common elements. All planned improvements including, but not limited to, landscaping, utility services, and access to the unit, and common element facilities servicing the building in which the units to be conveyed are located have been substantially completed.

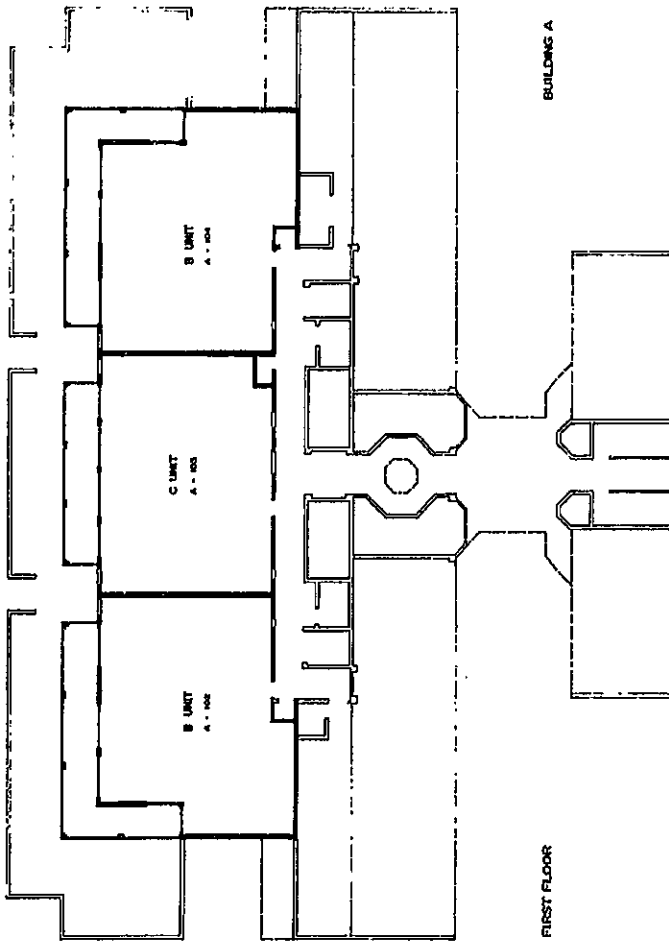

A. T. Gandy, P.L.S.
Florida Certificate #2992
Date July 8th 1987

001281
GR BOOK

002060
PAGE

CONSENT TO DECLARATION OF CONDOMINIUM
CHATEAUMERE PHASE II
A CONDOMINIUM
SCALE 1/8" = 1'-0"
SHEET 1 OF 8

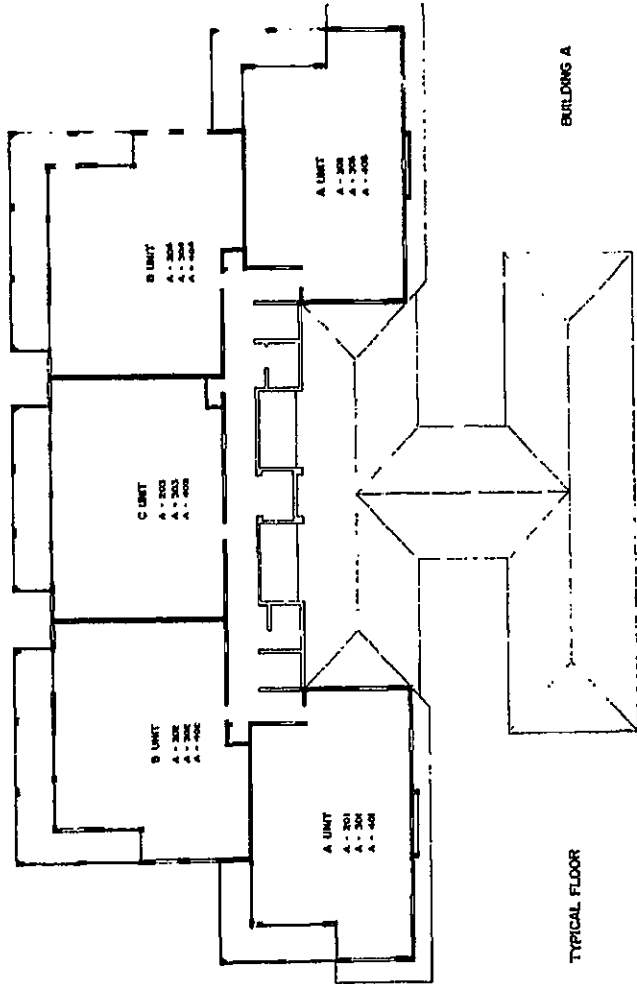
CHATEAUMERE PHASE II
A CONDOMINIUM



CONDOMINIUM FLOOR BOOK PAGE

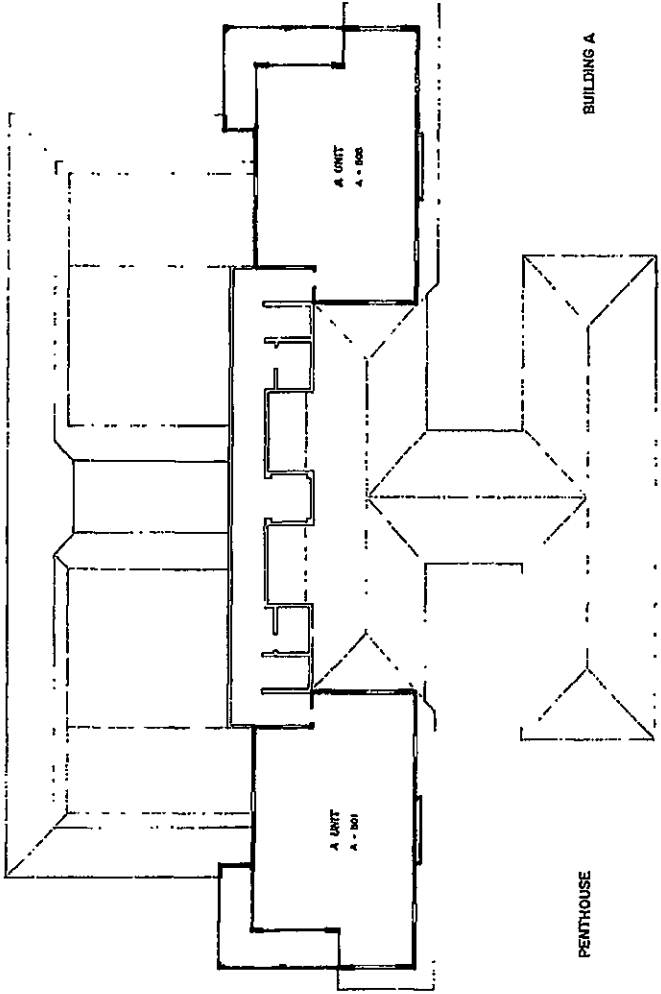
Consent TO RECONSTRUCTION of Condominium
CHATEAUMERE PHASE II
A CONDOMINIUM
SCALE 1/4" = 1'
SHEET 2 OF 8

CHATEAUMERE PHASE II
A CONDOMINIUM



CONVEY TO DECLARATION OF CONDOMINIUM
CHATEAUMERE PHASE II
A CONDOMINIUM
SCALE 1" = 6'
SHEET 3 OF 3

CHATEAUMERE PHASE II
A CONDOMINIUM

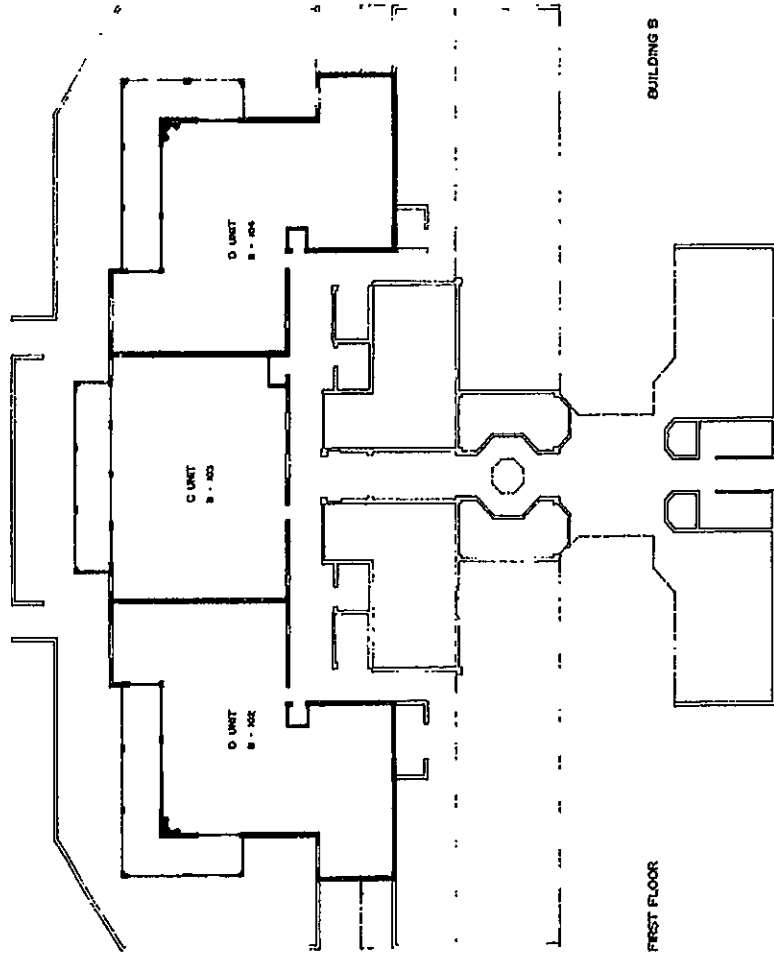


PENTHOUSE

BUILDING A

CONDOMINIUM PLAT BOOK PAGE

CHATEAUMERE PHASE II
A CONDOMINIUM



UNIT TO DECLARATION OF CONDOMINIUM
CHATEAUMERE PHASE II
A CONDOMINIUM
SCALE 1/4" = 1'-0"
SHEET 6 OF 6

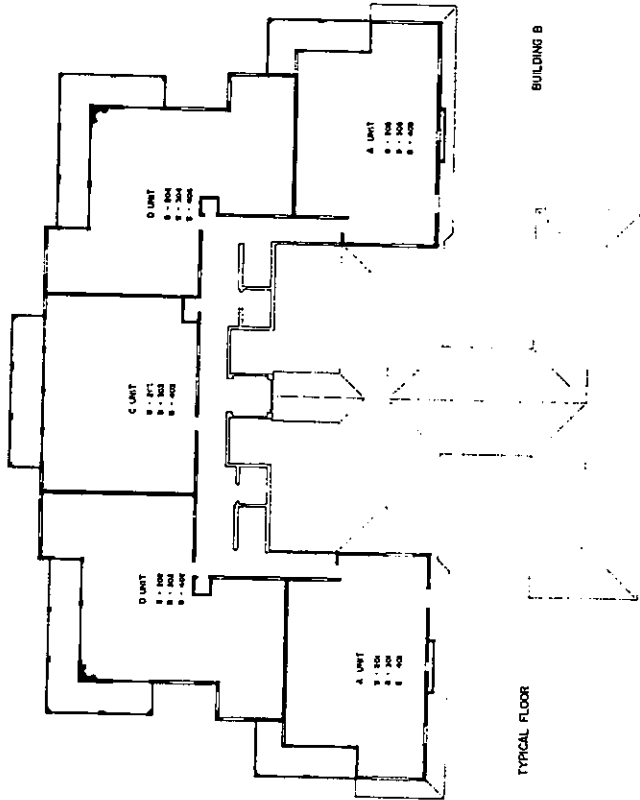
CONDOMINIUM UNIT BOOK PAGE

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OR BOOK

002065
PAGE

EXHIBIT TO DECLARATION OF CONDOMINIUM CHATEAUMERE PHASE II A CONDOMINIUM SHEET 7 OF 8
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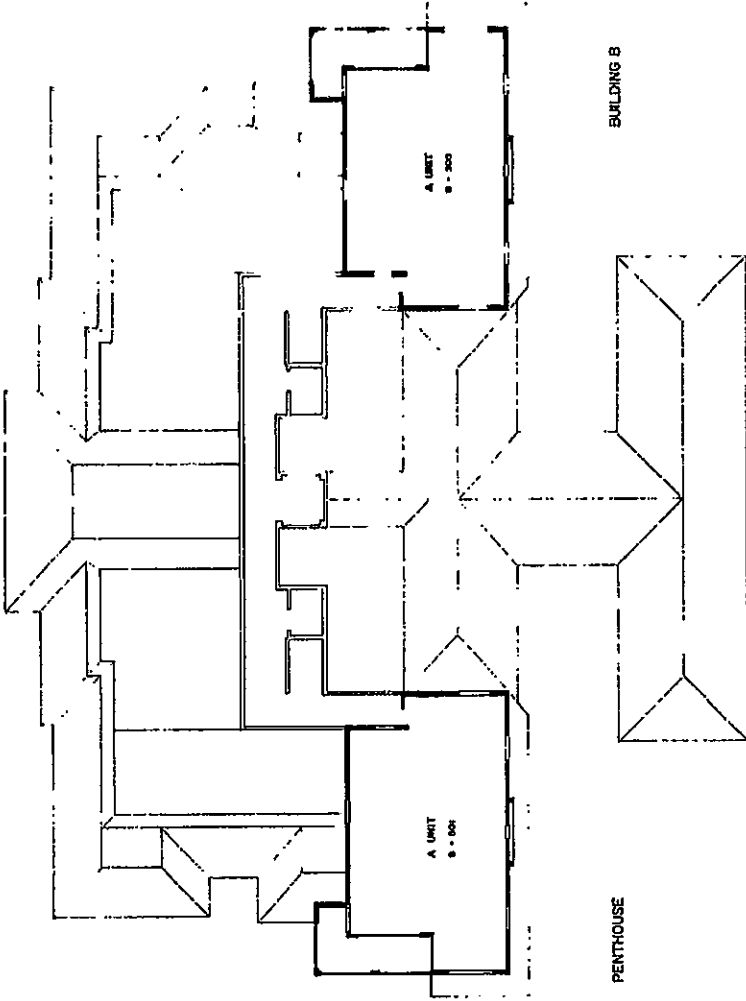
CHATEAUMERE PHASE II
A CONDOMINIUM



CONDOMINIUM PLAT BOOK PAGE

CONVEY TO DECLARATION OF CONDOMINIUM
CHATEAUMERE PHASE II
A. CONDOMINIUM
SCALE 1/4" = 1'-0"
SHEET 4 OF 4

CHATEAUMERE PHASE II
A CONDOMINIUM



REGISTERED SURVEYOR
STATE OF CALIFORNIA
No. 12345

REC 3200
PRM 300
DOC _____
INT _____
IND _____

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CHATEAUMERE, A CONDOMINIUM

SOUTHERN GULF PROPERTIES, a Florida Corporation (hereinafter referred to as "Developer"), hereby amends that certain Declaration of Condominium of Chateaumere, a condominium, and the exhibits attached thereto, recorded in Official Records Book 895, pages 409 through 501, Public Records of Collier County, Florida, pursuant to Chapter 718 of the Florida Statutes.

WHEREAS, the amendment to the Declaration of Condominium of Chateaumere recorded October 30, 1986 at O.R. Book 1226, Page 1347 included a Surveyors certificate of substantial completion and the floor plans of individual units and

WHEREAS, said amendment failed to illustrate the dimensions of the individual units in Building C of Phase III and the respective Unit Numbers.

NOW THEREFORE, the Declaration of Condominium as well as the Amendment located at OR Book 1226, Page 1347 is amended to include the attached drawings of the typical floors and typical floor plans A and B.

IN WITNESS WHEREOF, SOUTHERN GULF PROPERTIES, a Florida corporation and Naples Financial Services, Inc., a Florida corporation has caused these amendments to be executed by its duly authorized agent, this 30th day of October, 1987.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

SOUTHERN GULF PROPERTIES, INC.

By: [Signature]
Karl Kramer, President

NAPLES FINANCIAL SERVICES, INC.

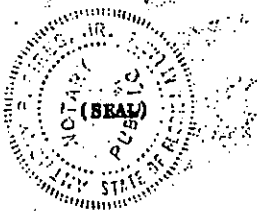
[Signature]
[Signature]

By: [Signature]
John Abbott, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me personally appeared KARL KRAMER, President of SOUTHERN GULF PROPERTIES, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned.

WITNESSETH my signature and official seal in the State and County last aforesaid this 30th day of October, 1987.



[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 29, 1987
BONDED THRU GENERAL TRS. UND.

RETURN TO: WOODWARD HW COCONUTS, P.A.
P.O. BOX 1
MARCO ISLAND, FLA. 33957

001306
OR BOOK

001691
PAGE

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me personally appeared JOHN ABBOTT, Vice President of Naples Financial Services, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned.

WITNESSETH my signature and official seal in the State and County last aforesaid this 20th day of October, 1987.

Shirley D. Turner
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 24, 1992
BONDED THRU GENERAL INS. BRO.



This instrument prepared by:

Mark J. Woodward, Esquire
Woodward & Woodward, P.A.
940 North Collier Boulevard
Post Office Box One
Marco Island, Florida 33937

SURVEYORS CERTIFICATE

As to Phase III Chateaumere, a condominium of Collier County, Florida.

I, Antonio Trigo, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows:

1. That I am a Professional Land surveyor authorized to practice in the State of Florida;
2. This survey of the land and the graphic description of the exterior boundaries of Phase III Chateaumere, a condominium, together with the Declaration of Condominium pertaining to matters of survey, to which this survey is attached as an Exhibit, is in sufficient detail to identify the common elements lying outside of the building depicted upon this survey, and the relative location and approximate dimensions of such common elements lying outside the boundaries of Phase III Chateaumere. The exterior portions of the building, as well as the common elements located outside the exterior boundaries of Phase III Chateaumere, are substantially complete. This certification shall not be construed to include common elements located within the building, nor shall it be construed to identify the relative locations and approximate dimensions of the units located within Phase III Chateaumere.

ARCHITECTS CERTIFICATE

As to Phase III Chateaumere, a condominium of Collier County, Florida.

I, Victor Dekonschin of Miami Florida, County of Dade and State of Florida, hereby certify as follows:

1. That I am a Professional Architect authorized to practice in the State of Florida;
2. Attached hereto are various floor plans of standard units located within the confines of the building known as Phase III a condominium. The units known as Chateaumere, a condominium. The units within such building are located as indicated upon the attached floor plans. I hereby certify that the floor plans attached, together with architectural drawings, are in sufficient detail so that when taken together with the survey prepared by A. Trigo & Associates of the exterior boundaries of Phase III Chateaumere, constitute a correct representation of the improvements within the units as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements within said Phase III Chateaumere, a condominium; I further certify that the individual units themselves are substantially complete.

A. Trigo & Associates
Reg. Engineers and Surveyors

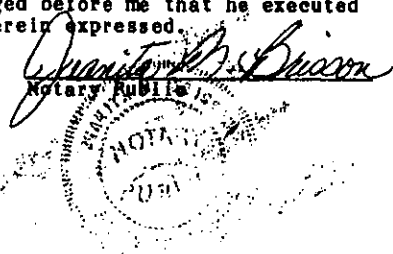
BY A. Trigo DATE October 6, 1987
A. Trigo & Associates, Inc. 1982

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared A. Trigo, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 28, 1991
Bonded thru Agent's Notary Brokerage



001306
OR BOOK

001693
PAGE

ARCHITECT:

STATE OF FLORIDA
COUNTY OF COLLIER

Victor E. Dekonschin

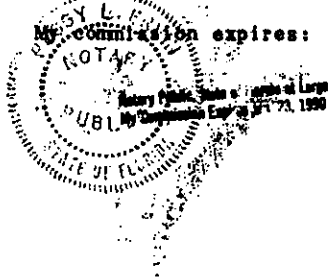
Architect

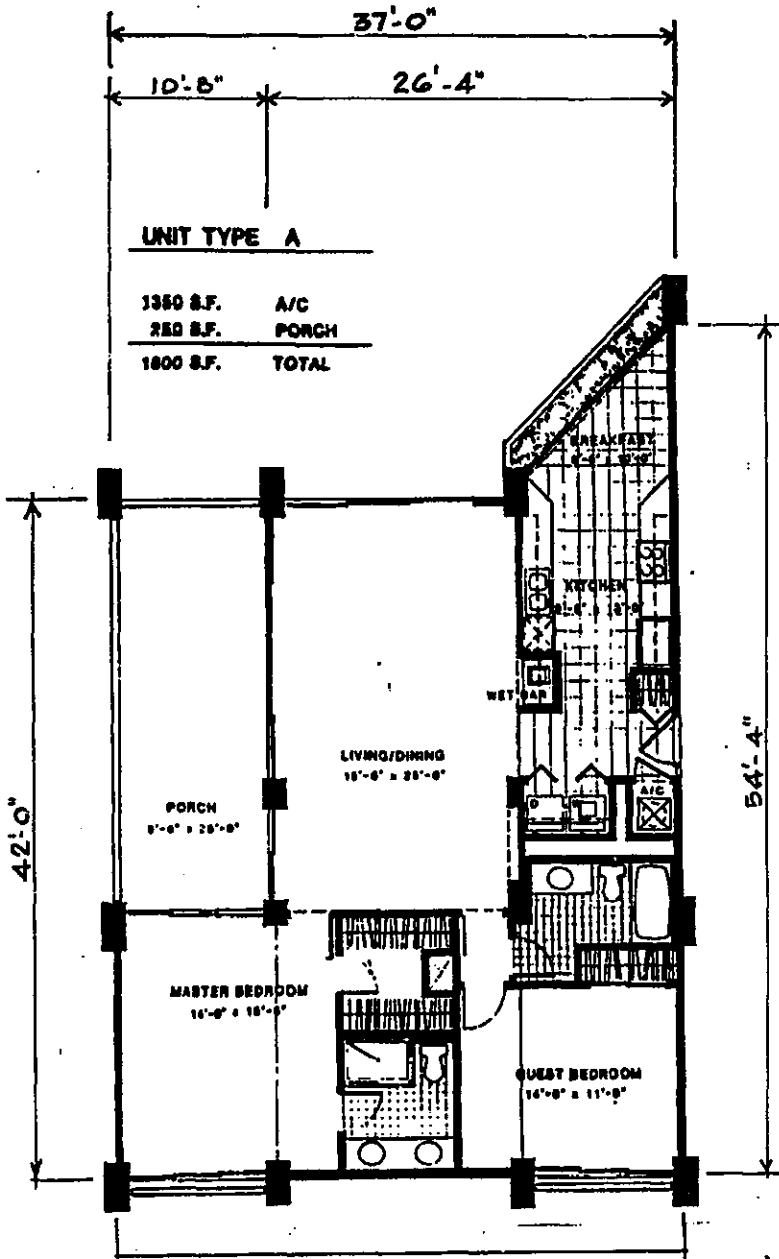
Before me personally appeared Victor Dekonschin, to me well known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

Peggy L. Erwin

Notary Public



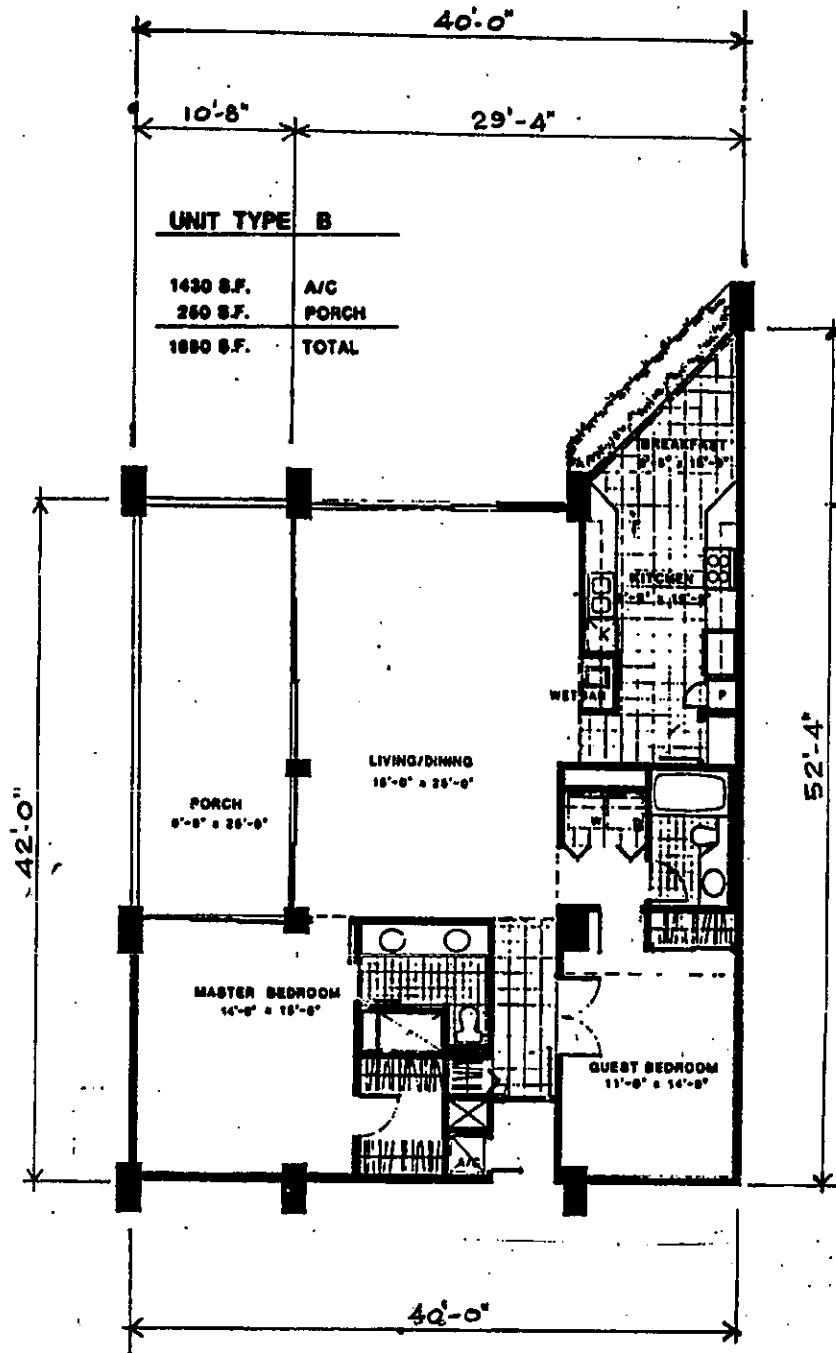


UNIT TYPE A

1380 S.F.	A/C
280 S.F.	PORCH
1800 S.F.	TOTAL

TYPICAL FLOOR PLAN-UNIT "A"

UNITS 101, 201, 301, 401, 501, 601, 701, 801
901, 1001, 1101, 1201, 1301, & 1401



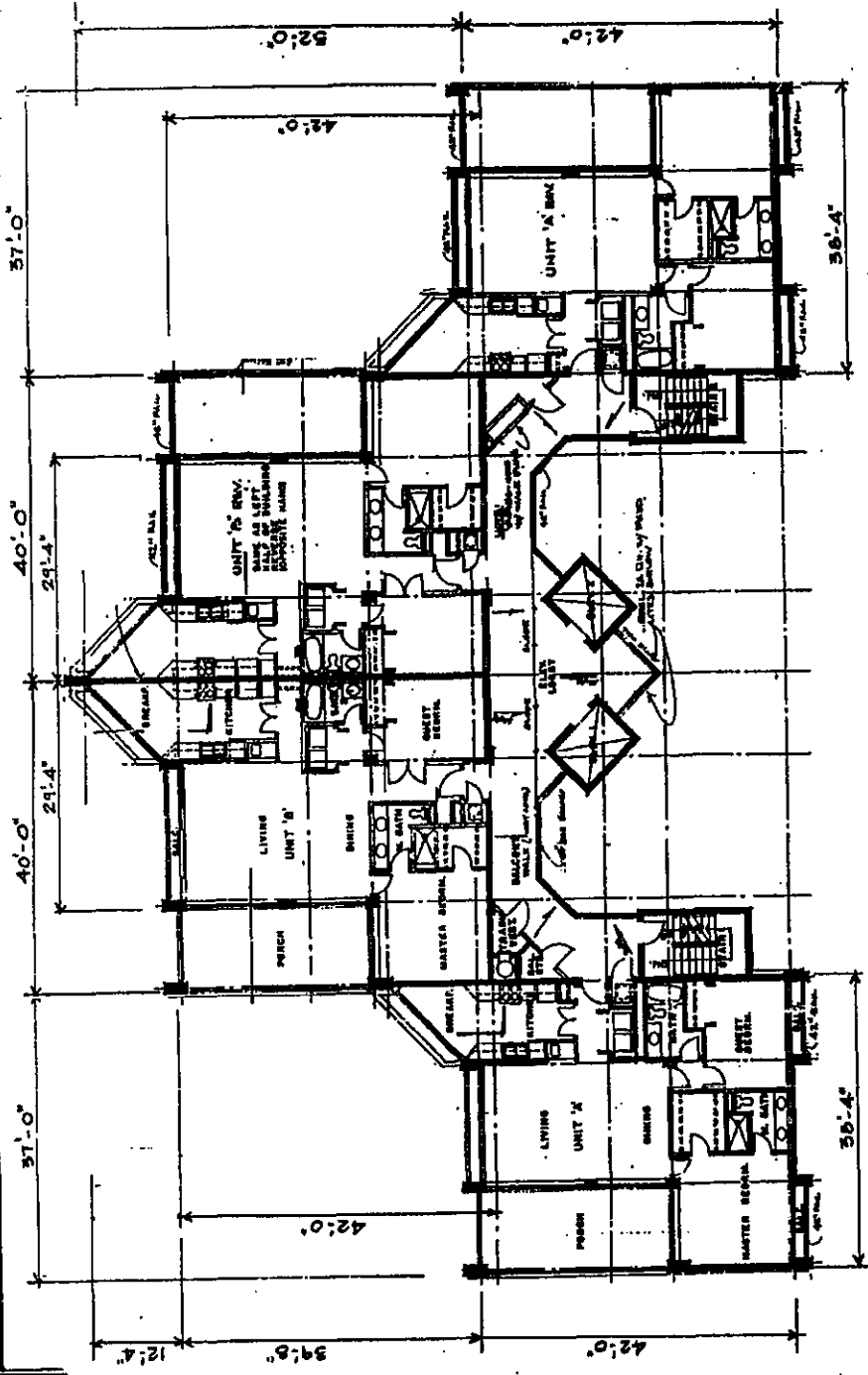
UNIT TYPE B

1430 S.F.	A/C
250 S.F.	PORCH
1880 S.F.	TOTAL

TYPICAL FLOOR PLAN - UNIT "B"

UNITS 102, 202, 302, 402, 502, 602, 702, 802,
902, 1002, 1102, 1202, 1302, & 1402

RECORDING AND INDEXING
of writing, Typing or Printing
necessary in this document
when appropriate

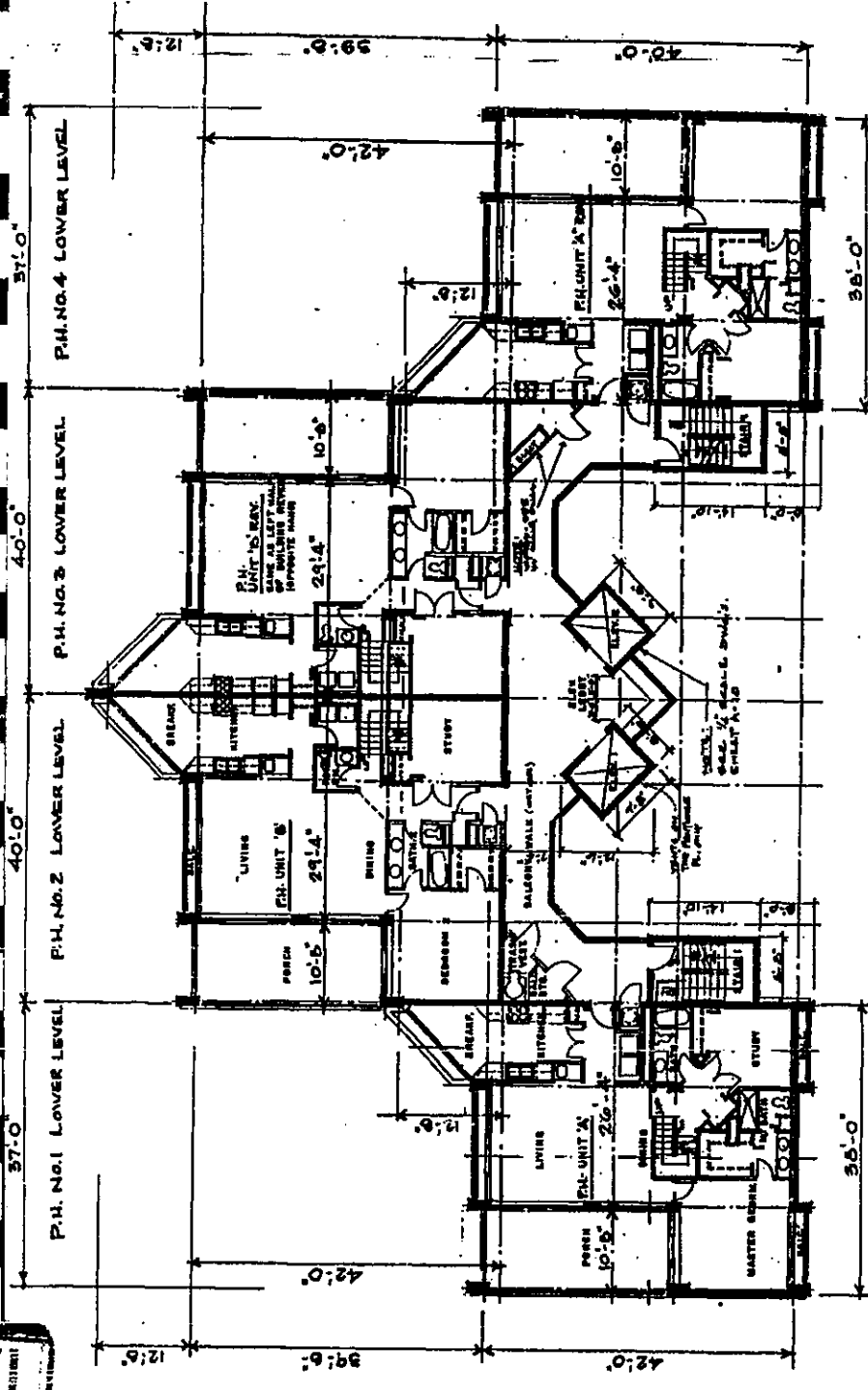


TYPICAL FLOOR PLAN - FLOORS J THRU 14

001306
OR BOOK

001696
PAGE

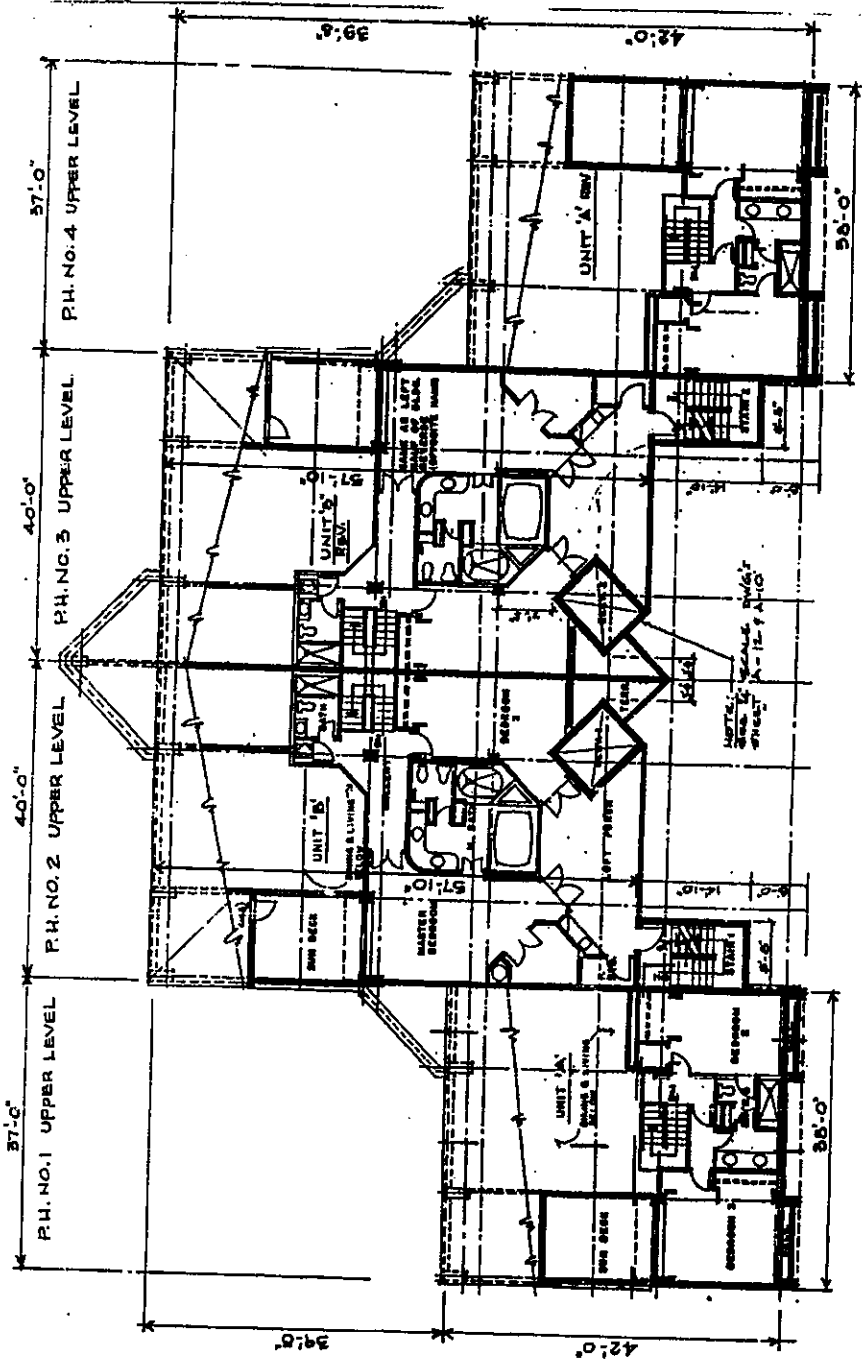
any discrepancy in this document when posted.



TYPICAL PENTHOUSE FLOOR PLAN
LOWER LEVEL

001306
OR BOOK

001697
PAGE



001306
 OR BOOK
 001698
 TYPICAL PENTHOUSE FLOOR PLAN
 FLOOR #21 FLOOR
 UPPER LEVEL

Recorded and Indexed
 in Official Records of
 COLLIER COUNTY, FLORIDA
 JAMES W. ...

REC 17.00
PRM 2.52
DOC _____
INT _____
IND _____

AMENDMENTS OF BYLAWS OF
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting President of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that at the annual meeting of the Association held on March 16, 1988, where a quorum was present, after due notice, the following resolution was approved and adopted by at least two-thirds (2/3) of all of the voting interests present and voting for the purpose of amending the Bylaws of the Association, which operates CHATEAUMERE, a Condominium, according to Declaration of Condominium recorded at O.R. Book 895, Pages 409 et seq., Public Records of Collier County, Florida.

RESOLVED: That the Bylaws of Chateaumere Condominium Association, Inc., be and are hereby amended, and the amendment is adopted in the form attached hereto, and made a part hereof; and

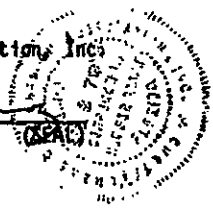
RESOLVED: That the officers of the Association are hereby instructed and authorized to cause the amendments to be filed of public record, together with a Certificate of Amendment, as required by law.

Date 3/16/88

Chateaumere Condominium Association, Inc.

[Signature]
Witness

By: Bernard W. Young
President



[Signature]
Witness

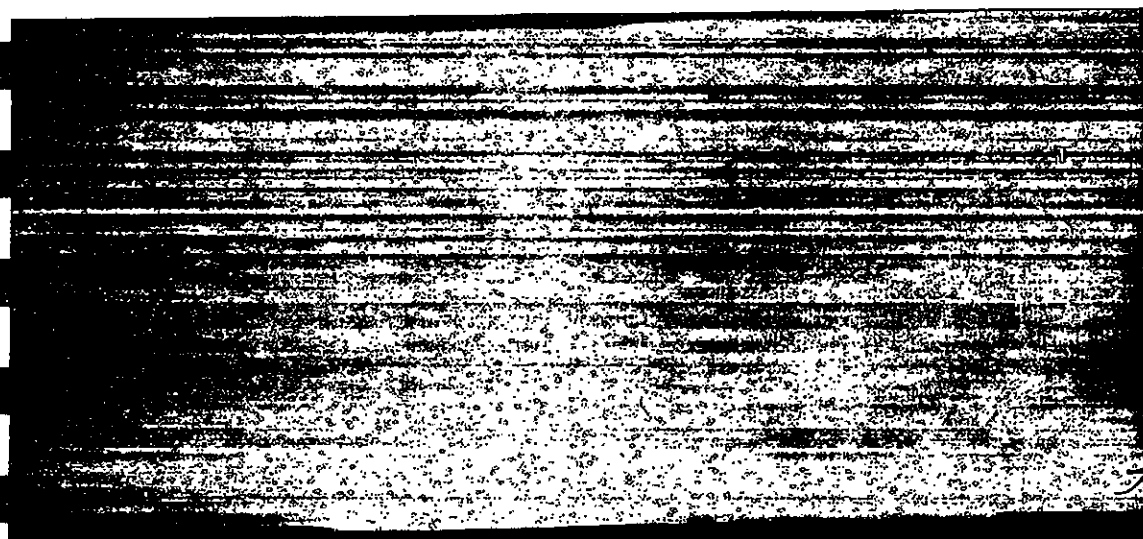
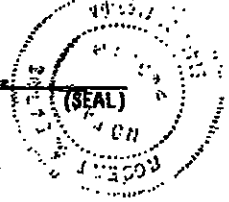
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16 day of March, 1988, by Bernard W. Young, President of Chateaumere Condominium Association, Inc., on behalf of the Association.

[Signature]
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 17, 1991
Revised Three Year Fee - Enclosure 1/87



**AMENDMENTS TO BYLAWS
OF CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.**

The Bylaws of Chateaumere Condominium Association, Inc., shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in struck through type.

1. Article VII of the Bylaws of Chateaumere Condominium Association, Inc. shall be amended as follows:

VII. House Rules

In addition to the other provisions of these By-Laws, the following ~~restrictions, house-rules-and-regulations~~ together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units, ~~and located on the~~ Condominium property and the conduct of the residents thereof.

A. Each Unit shall be used only for residential purposes and may not be used for any business or commercial purposes whatsoever.

1. In the case of any units owned by any entity other than a natural person (in accordance with Article XII (A) (8) the developer is exempt from this provision), such entity shall provide the Board of Directors with a list of persons, not to exceed two (2) in number, who are authorized along with their immediate family, to use the units. Occupation of the unit by any other party shall be treated as a rental and shall be subject to the rules regulating same.
2. In no event shall any unit owner permit his unit to be occupied in his absence by numerous successive groups of persons in a manner designed to frustrate the purpose of this Article VII, which is to prohibit a "Motel" atmosphere and foster a cohesive community of permanent and semi-permanent residents.

B. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the Units shall be consistent with existing law, and these restrictions, and shall not constitute a nuisance.

D. Common Elements shall not be obstructed, littered, defaced or misused in any manner.

E. No Unit Owner or occupant of a unit shall post any advertisements or posters of any kind in or on the unit or the Condominium Property except as authorized, in writing, by a majority of the Board of Directors.

F. Owners and occupants of units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers, and in particular, organs, so as not to disturb the other persons and parties occupying units.

G. No garments, rugs or other items may be hung from the windows of the units; rugs, etc. may only be cleaned within the units, and not in any other portion of the Condominium Property.

H. All garbage and trash shall be deposited in the disposal installations provided for such purpose.

I. No Owner or occupants of a unit shall install wiring for electrical or telephone installations, nor install any type of television antenna, machines or air conditioning units, etc., except as authorized, in writing, by a majority of the Board of Directors.

J. One parking space in the parking area of the Condominium Property shall be assigned by the Board of Directors to each unit; a space once assigned by the Board of Directors to each unit shall thereafter be deemed a Limited Common element reserved for the use of the Condominium Unit to which it was originally assigned and to the exclusion of the other Condominium Units. The remaining parking area shall be for the general use of the Unit Owners and their guests.

K. No children under of the age of eighteen (18) twelve years or younger shall be allowed as a permanent resident. Children under age eighteen (18) twelve--years--and-younger may visit unit owners in residence for a period not exceeding thirty (30) days in any calendar year. Playing in lobbies, hallways and elevator is not permitted.

L. The installation of ceramic tile or hardwood floors in condominium units above the ground floor is restricted to floors installed over adequate industry standard sound insulating material at least one-half inch thick. Any unit owner desiring to install such floors is to give the Board of Directors written notice a minimum of 30 days prior to the installation. The Board reserves the right to inspect the installation to assure compliance with the rule.

M. All overnight guests who are not accompanied by Unit Owners must be registered with the Chateaufort office and authorized by written instructions from the Owner to avoid having their presence challenged by other Owners, Security, or Management.

N. Rentals: Management must be notified at least two (2) weeks in advance in writing by Owners or their Agents in the event a Unit is to be rented. A rental application (Chateaufort) must be signed by both the owner and applicant. In addition the applicant must sign for having received copies of House Rules, Rental Restrictions and Pool Regulations. A \$300.00 refundable security deposit must also be paid to Management before Occupancy. This deposit will be refunded if there are no damages to Common areas.

1. Rental of Units is restricted to a single family, none of whom shall be younger than 18 years of age.

2. A unit may not be rented more often than two (2) times per calendar year, with a minimum term of ninety (90) days.

3. The number of tenants overnight guests in any rented unit is limited to two persons per bedroom, none of whom shall be under 18 years of age. A tenant may not have overnight guests for more than seven (7) days in any calendar month, and such guests must be registered with Management.

4. Tenants are not permitted to have pets of any kind, including birds, in any unit or in the Common Elements.

5. Tenant parking is limited to the one covered parking space already assigned to the rented unit. Vehicles are limited to passenger cars and/or station wagons. Trucks, Motor Homes, R.V's, Motorcycles, and Boats, etc., are not permitted on the premises at any time.

6. A tenant may request use of the Common Room by advising Management what kind of function they are having and the hours. The Board of Directors may authorize the use. If permission is granted, the tenant must post a refundable Security Deposit of \$200.00. The tenant is expected to leave the room in the condition it was found. If clean-up is necessary, after inspection, the cost will be deducted from the deposit.

0. The keeping of pets in the condominium is prohibited, except that unit owners who were keeping a pet at the effective date of this provision may continue to keep such pet until it dies or is otherwise disposed of, but may not replace said pet except with prior approval of the Board of Directors, which will be granted only under unusual hardship conditions. The making of one exception shall not be grounds for another. Permitted pets must be hand-carried while in lobbies, halls, and elevators, and may be walked only off the premises. Chateaumere grounds are not to be used to accommodate pets. Owners may not leave pets in screened porches where their noise may bother others. No pets are permitted in the pool area.

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CERTIFICATE OF AMENDMENT
OF BY-LAWS OF
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting President of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, does hereby certify that at the annual meeting of the members held on March 15, 1989, where a quorum was present, after due notice, the resolutions set forth below were approved and adopted by at least two-thirds (2/3) of all voting interests present and voting for the purposes of amending the By-Laws of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., recorded as an amendment to the Declaration of Condominium of CHATEAUMERE, a Condominium, as originally recorded at O.R. Book 895, Pages 409, et seq., Public Records of Collier County, Florida.

RESOLVED: That the By-Laws of this corporation be and are hereby amended, and the amendment is adopted in the form attached hereto, and made a part hereof; and it is further

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment as required by law.

3/29/89
Date

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

By: K. Thomas Wagner
President (SEAL)

WITNESSES:
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of March, 1989, by K. Thomas Wagner, President of CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., on behalf of the Association.

[Signature]
Notary Public (SEAL)
My commission expires:
Notary Public, State of Florida
My Commission Expires Nov. 17, 1991
Guaranteed Three Year Term - Insurance Ltd.

Forsyth, Swalm & Brugger, P.A.
600 Fifth Avenue South, Suite 210
Naples, Florida 33940

**AMENDMENT TO BY-LAWS
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.**

The By-laws of Chateaumere Condominium Association, Inc., shall be amended as shown below.

Note: New language is underlined; language being deleted is shown in struck through type.

The first two paragraphs of Section (C) of Article V of the By-laws shall be amended as follows:

V. Finances

* * *

C. Annual budget. Annually the Board of Directors of the Association shall prepare a proposed budget setting forth the sums necessary and adequate for the Common Expenses of the Condominium Property in advance for the next year upon which Unit Owners' assessments shall be based. Said budget shall include projected expenses for the operation and maintenance of the Common Elements as described in the Declaration of Condominium.

As used in these By-laws, the term "Common Expenses" shall mean expenses or charges for which Unit Owners are proportionately liable, and shall include but not be limited to the following:

1. Cost of security;
2. Professional and management fees and expenses;
3. Taxes;
4. Cost for recreation facilities;
5. Expenses for refuse collection and utility services;
6. Expenses for lawn care;
7. Cost for building maintenance and repair;
8. Insurance costs;
9. Administrative and salary expenses; and
10. General reserves, maintenance reserves, depreciation reserves;
11. If the Board of Directors determines that purchasing basic cable or satellite television services in bulk for the entire Condominium is in the best interest of the owners, the cost of such television service shall be a common expense; and
12. All other amounts that the Unit Owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
CHATEAUMERE, A CONDOMINIUM

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COLLIER COUNTY

SOUTHERN GULF PROPERTIES, INC., a Florida corporation (hereinafter referred to as "Developer"), hereby amends that certain Declaration of Condominium of Chateaumere, a condominium, and the exhibits attached thereto, recorded in Official Records Book 895, Pages 409 through 501, Public Records of Collier County, Florida, pursuant to Section 718.104 (4)(e), Florida Statutes.

WHEREAS, the Amendment to the Declaration of Condominium of Chateaumere recorded May 19, 1983, at O.R. Book 1022, Page 476, included a surveyor's certificate of substantial completion and the floor plans of individual units with dimensions and

WHEREAS, said Amendment failed to illustrate where each individual unit is situated in Buildings A and B of Phase II and

WHEREAS, the Amendment to the Declaration of Condominium of Chateaumere recorded July 14, 1987, which included a surveyor's certificate of substantial completion that failed to illustrate the location of certain units on the second, third and fourth floors situated in Buildings A and B of Phase II.

NOW THEREFORE, the Declaration of Condominium as well as the Amendments located at O.R. Book 1022, Page 476, and O.R. Book 1281, Page 2059, Public Records of Collier County, Florida, are amended to include the attached amended Surveyors Certificate describing which units are located on the second, third and fourth floors, and penthouse floors of the respective buildings.

IN WITNESS WHEREOF, SOUTHERN GULF PROPERTIES, a Florida corporation, and Naples Financial Services, Inc., a Florida corporation, have caused this Amen t to be executed by its duly authorized agent, this 21 day of July, 1989.

Signed, sealed and delivered
in our presence:

SOUTHERN GULF PROPERTIES, INC.

Handwritten signature: Mark J. Woodward
Handwritten signature: Cindy A. Munn

By: *Handwritten signature: Mark J. Woodward*

Corporate Seal

NAPLES FINANCIAL SERVICES, INC.

Handwritten signature: John Abbott
Handwritten signature: Cindy A. Munn

By: *Handwritten signature: John Abbott*

Corporate Seal

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me person I appeared Mark J. Woodward, Vice President of SOUTHERN GULF PROPERTIES, INC., a Florida corporation, and John Abbott, Vice President of NAPLES FINANCIAL SERVICES, INC., a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned.

WITNESSETH my signature and official seal in the State and County last aforesaid this 21st day of July, 1989.

Handwritten signature: Paula L. Lubincher
NOTARY PUBLIC
My Commission Expires: ...

THIS INSTRUMENT PREPARED BY:
Mark J. Woodward, Esquire
940 N. Collier Boulevard
Post Office Box 1
Marco Island, Florida 33937

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JULY 5, 1992
BROUGHT THRU GENERAL ISS. VED.

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South Stream & Sutter, Inc.
600 Fifth Avenue, South, #210
Naples, Florida 33940

CHATEAUMERE PHASE II

BUILDINGS A AND B

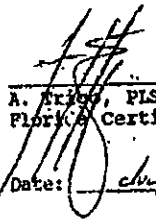
AMENDED SURVEYOR'S CERTIFICATE
(Pursuant to F.S. 718.104(e))

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The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements described is substantially complete so that such material (Site Plan, Floor Plan) as contained in the Declaration of Condominium of Chateaumere, a Condominium, an Official Records Book 895, pages 409-501 together with the provisions of the Declaration of Condominium of Chateaumere, a Condominium, and those certain amendments located at Official Records Book 1022, pages 476-485 and Official Records Book 1281, pages 2059-2066, Public Records of Collier County, Florida, describing the condominium, is an accurate representation of the improvements described and, further, with such material there can be determined therefrom the identification, location and dimension of the common elements and of each unit and, where applicable, the limited common elements. All planned improvements including, but not limited to, landscaping, utility services and access to the unit and common element facilities servicing the building in which the units to be conveyed are located have been substantially completed.

	<u>Building A</u>	<u>Building B</u>
Second Floor:	A201, A202, A203, A204, A205	B201, B202, B203, B204, B205
Third Floor:	A301, A302, A303, A304, A305	B301, B302, B303, B304, B305
Fourth Floor:	A401, A402, A403, A404, A405	B401, B402, B403, B404, B405


A. F. FOLSOM, PLS
Florida Certificate #2982
Date: July 21st 1989

COLLIER COUNTY, FLORIDA
JAMES C. BILFUS, CLERK

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President and Secretary of Chateaumere Condominium Association, Inc., a Florida corporation not for profit, do hereby certify that at a special meeting of the members held on March 20, 1991, where a quorum was present, after due notice, the resolutions set forth below were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of Chateaumere, a Condominium, as originally recorded at O.R. Book 895, Pages 409 et seq., Public Records of Collier County, Florida, and the By-Laws and the Articles of Incorporation of the corporation.

1. The following resolution was approved by affirmative vote of at least three-fourths (3/4ths) of all Unit Owners present.

RESOLVED: That the Declaration of Condominium of Chateaumere, a Condominium, be and is hereby amended, and the amendments are adopted in the form attached hereto as Exhibit "A", and made a part hereof; and it is further

2. The following resolution was approved by the concurrence of at least two-thirds (2/3rds) of all of the voting interests present.

RESOLVED: That the By-Laws of Chateaumere Condominium Association, Inc., be and are hereby amended, and the amendment is adopted in the form attached hereto as Exhibit "B", and made a part hereof, and it is further

3. The following resolution was approved by at least two-thirds (2/3rds) of all of the voting Unit Owners.

RESOLVED: That the Articles of Incorporation of Chateaumere Condominium Association, Inc., be and are hereby amended, and the Articles of Amendment is adopted in the form attached hereto as Exhibit "C", and made a part hereof.

March 28, 1991
Date

[Signature]
Witness

[Signature]
Witness

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.
By [Signature]
President



STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on the 28th day of March, 1991, personally appeared before me George R. West as President of Chateaumere Condominium Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name and on behalf of said corporation.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:
March 22, 1994



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COLLIER COUNTY

[Handwritten initials]

EXHIBIT "A"
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF CHATEAUMERE, A CONDOMINIUM

The Declaration of Condominium of Chateaumere, a Condominium, shall be amended as shown below:

1. Article III(7)(d) of the Declaration of Condominium shall be amended as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

ARTICLE III

* * *

7. Limited Common Elements.

Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular unit or units, to the exclusion of the other units. The Limited Common Elements and the units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan. The following Common Elements are hereby designated as Limited Common Elements:

* * *

d. Balconies, Patios and Porches. Any balcony, patio or porch attached to and serving exclusively a unit shall be a Limited Common Element. The unit owner shall be responsible for day-to-day cleaning and care, ~~all painting~~ and maintenance. No balcony, patio or porch may be carpeted, covered, ~~or~~ enclosed or painted in any way without the prior written approval of the Board of Directors. The maintenance, repair or replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner. The owner shall also be responsible for the sliding glass door, if any, affording access to such area, the fixed glass panels on either side of the sliding door, sliding screen doors, and all hardware appurtenant thereto. The maintenance, repair and replacement of exterior screening on porches shall be the Association's responsibility.

2. Article VI(2)(C)(1) of the Declaration of Condominium shall be amended as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

ARTICLE VI

* * *

2. Assessments.

* * *

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C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions:

1. Assessments that are unpaid for over 10 days after due date shall bear interest at the highest lawful rate. The Association may also impose a late payment fee, as provided by law, in addition to interest. All payments on account shall be first applied to interest, ~~late payment fees, attorneys fees and past due assessments in the order provided by law, and then to the assessment payment first due.~~

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3. A new Section C shall be added to Article V of the Declaration of Condominium as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

C. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

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4. Article VI(2)(C)(4) of the Declaration of Condominium shall be amended as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

ARTICLE VI

* * *

2. Assessments.

* * *

C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions:

* * *

4. Except as otherwise provided by the Condominium Act as amended from time to time, when the first mortgagee of a mortgage of record to a purchaser of a Condominium Unit obtains title to the Unit as a result of foreclosure, or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such unit which became due prior to acquisition of title as a result of such foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the mortgage foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns a first mortgagee acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

5. Article XI of the Declaration of Condominium shall be amended by adding a new Paragraph (C) as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

ARTICLE XI

* * *

C. The keeping of pets in the condominium is prohibited, except that unit owners who were keeping a pet a the effective date of this provision may continue to keep such pet until it dies or is otherwise disposed of, but may not replace said pet except with prior approval of the Board of Directors, which will be granted only under unusual hardship conditions. The making of one exception shall not be grounds for another. Permitted pets must be hand-carried while in lobbies, halls, and elevators, and may be walked only off the premises. Chateaux grounds are not to be used to accommodate pets. Owners may not leave pets in screened porches where their noise may bother others. No pets are permitted in the pool area. Tenants are not permitted to have pets of any kind, including birds, in any unit or in the Common Elements.

(a) Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least fourteen (14) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. In addition the applicant must sign for having received copies of House Rules, Rental Restrictions and Pool Restrictions.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fourteen (14) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(c) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) The unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) The unit owner has a history of leasing his unit to troublesome lessees and/or refusing or failing to control or accept responsibility for the conduct of the tenants of his unit;

(3) The real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

(4) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(5) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

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

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

(8) The lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules; or

(9) The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

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(10) The owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

(d) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(e) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(f) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

2. Term of Lease and Frequency of Leasing. No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

3. Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

4. Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. A tenant may not have overnight guests for more than seven (7) days in any calendar month, and such guests must be registered with Management. No pets are allowed in leased units.

5. Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in the preceding paragraph. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

6. Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term. A tenant may request use of the Common Room by advising Management what kind of function will be held and the hours. The Board of Directors may authorize the use. If permission is granted, the tenant may be required to post a refundable security deposit with the Association

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to defray the cost of repairing any damage or pay for clean-up if the tenant fails to leave the room in the condition it was prior to the tenant's use.

7. Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

8. Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

D. Any sale, mortgage, lease or other transfer not authorized pursuant to the terms of this Article, shall be void unless subsequently approved by the Association.

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EXHIBIT "B"
AMENDMENTS TO THE BY-LAWS
OF CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

The By-Laws of Chateaumere Condominium Association, Inc. shall be amended as shown below:

1. Subsections (J), (N) and (O) of Article VII of the By-Laws shall be amended as follows:

Note: New language is underlined; language being deleted is shown in struck through type.

VII. House Rules

In addition to the other provisions of these By-Laws, the following restrictions, together with such rules and regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Units, and the Condominium property and the conduct of the residents thereof.

* * *

J. One parking space in the parking area of the Condominium Property shall be assigned by the Board of Directors to each unit; a space once assigned by the Board of Directors to each unit shall thereafter be deemed a Limited Common Element reserved for the use of the Condominium Unit to which it was originally assigned and to the exclusion of the other Condominium Units. The remaining parking area shall be for the general use of the Unit Owners and their guests. No vehicle shall be parked on the Condominium Property except in such areas intended for the purpose. No trucks, commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the Condominium Property. Boats, trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the Condominium Property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. Tenant parking is limited to the one covered parking space already assigned to the rented unit. Vehicles are limited to passenger cars and/or station wagons.

~~N. Rentals: Management must be notified at least two (2) weeks in advance in writing by Owners or their Agents in the event a Unit is to be rented. A rental application (Chateaumere) must be signed by both the owner and the applicant. In addition the applicant must sign for having received copies of House Rules, Rental Restrictions and Pool Restrictions. A \$300.00 refundable security deposit must also be paid to Management before Occupancy. This deposit will be refunded if there are no damages to Common areas.~~

~~1. Rental of Units is restricted to a single family, none of whom shall be younger than 18 years of age.~~

~~2. A unit may not be rented more often than two (2) times per calendar year, with a minimum term of ninety (90) days.~~

FORSYTH, SWALM & BRUGGER, P.A., Attorneys at Law, 600 Fifth Avenue South, Suite 210, Naples, Florida 33940

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~~3. The number of tenants overnight guests in any rented unit is limited to two persons per bedroom, none of whom shall be under 18 years of age. A tenant may not have overnight guests for more than seven (7) days in any calendar month, and such guests must be registered with Management.~~

~~4. Tenants are not permitted to have pets of any kind, including birds, in any unit or in the Common Elements.~~

~~5. Tenant parking is limited to the one covered parking space already assigned to the rented unit. Vehicles are limited to passenger cars and/or station wagons. Trucks, Motor Homes, R.V.'s, Motorcycles, and Boats, etc., are not permitted on the premises at any time.~~

~~6. A tenant may request use of the Common Room by advising Management what kind of function they are having, and the hours. The Board of Directors may authorize the use. If permission is granted, the tenant must post a refundable Security Deposit of \$200.00. The tenant is expected to leave the room in the condition it was found. If clean up is necessary, after inspection, the cost will be deducted from the deposit.~~

~~0. The keeping of pets in the condominium is prohibited, except that unit owners who were keeping a pet at the effective date of this provision may continue to keep such pet until it dies or is otherwise disposed of, but may not replace said pet except with prior approval of the Board of Directors, which will be granted only under unusual hardship conditions. The making of one exception shall not be grounds for another. Permitted pets must be hand-carried while in lobbies, halls, and elevators, and may be walked only off the premises. Chateaufort grounds are not to be used to accommodate pets. Owners may not leave pets in screened porches where their noise may bother others. No pets are permitted in the pool area.~~

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on April 5, 1991, to Articles of Incorporation for CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 749089.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of April, 1991.



CR2E022 (2-91)

Jim Smith

Jim Smith
Secretary of State

**ARTICLES OF AMENDMENT OF
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.**

The Articles of Incorporation of Chateaumere Condominium Association, Inc., which were filed on September 26, 1979 and recorded as an exhibit to the Declaration of Condominium recorded at O.R. Book 895, Pages 409 et seq., of the Public Records of Collier County, Florida, is hereby amended as shown below.

Note: New language is underlined; language being deleted is shown in ~~struck~~ through type.

1. Article IV of the Articles of Incorporation of Chateaumere Condominium Association, Inc. shall be amended as follows:

IV. ASSOCIATION MEMBERSHIP

Each owner of a Condominium Unit shall have appurtenant to his ownership interest a membership in the Association, 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 the performance of an obligation shall acquire the membership appurtenant to such Unit by virtue of such security interest.~~ In no event may any membership be severed from the Unit to which it is appurtenant. Membership in the Association shall cease and terminate upon the sale, transfer or disposition of the member's ownership interest in his Condominium Unit.

As used in these Articles of Incorporation, the By-Laws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to the members of the Association.

The foregoing amendment was adopted by the affirmative vote of two-thirds (2/3) of all Unit Owners, on March 20, 1991, in the manner provided for in the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment this 28th day of March, 1991.

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President



Attest:

[Signature]
Secretary

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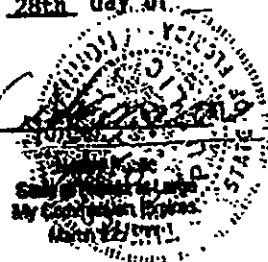
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STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared George R. West
Warren B. Bartlebaugh, President and Secretary, respectively,
known to me to be the persons who executed the foregoing Articles of Amendment,
and they acknowledged before me that they executed those Articles of Amendment
for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of
March, 1991.

L. Bruce V. [Signature]
Notary Public



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4.7 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

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

- (A) One natural person.
- (B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons meeting the requirements of (B) above, except that there is among them not more than one person who is not so related to some or all of the others.

4.9 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

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

4.11 "Institutional Mortgage" means the mortgage (or its assignee) of a mortgage against a condominium parcel, which mortgage is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.12 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

4.13 "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.

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

4.15 "Primary Institutional Mortgage" means that institutional mortgage which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgage, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

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

4.17 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.18 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled by one vote in Association matters. There are one hundred-forty (140) units, so the total number of voting interests is one hundred-forty (140) votes.

DECLARATION

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5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as an Exhibit, and herein designated as Exhibit "A", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements.

5.2 Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

- (A) **Upper and Lower Boundaries.** The upper and lower boundaries of the unit are the following boundaries, extended to their intersections with the perimeter boundaries:
 - (1) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the ceiling of the unit.
 - (2) **Lower Boundaries.** The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (B) **Perimeter Boundaries.** The perimeter boundaries of the unit are the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the unit as shown in Exhibit "A", extended to their intersections with each other and with the upper and lower boundaries.
- (C) **Interior Walls.** No part of the interior partition walls within an apartment shall be considered part of the boundary of a unit.
- (D) **Apertures.** Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and the frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the unit.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "A" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over Exhibit "A". Nothing herein shall be construed as purporting to change the boundaries of the units from what was provided in the Declaration as originally recorded.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains one hundred-forty (140) units. The owner of each unit shall also own a one one hundred fortieth (1/140th) undivided share in the common elements and the common surplus.

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

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "B" and "C", respectively.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it

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exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

- (E) Membership in The Pelican Bay of Naples Foundation, Inc., as provided for in the Pelican Bay Covenants.
- (F) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use of the units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

6.4 Pelican Bay Covenants. The property comprising this Condominium is subject to the Declaration of General Protective Covenants, dated May 7, 1979, recorded in Official Record Book 828, at Pages 1755, et seq., Public Records of Collier County, Florida; and the Declaration of Restrictions and Protective Covenants for a portion of Parcel "H", Pelican Bay Unit 1, dated December 27, 1979, and recorded in Official Record Book 849, at Pages 501, et seq., Public Records of Collier County, Florida, both as amended from time to time.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements outside the units, including all limited common elements.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant access easements or relocate any existing access easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of

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existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

- (B) **Encroachments.** If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

- (A) **Storage Lockers.** Certain storage lockers have been assigned to the exclusive use of certain units. No unit may be assigned or acquire the use of more than one locker. The exterior surfaces of the lockers will be maintained by the Association and the cost shall be a common expense.
- (B) **Parking Spaces.** One parking space in the parking area of the condominium property shall be assigned by the Board of Directors to each unit; a space once assigned by the Board of Directors to each unit shall thereafter be deemed a limited common element reserved for the use of the condominium unit to which it was originally assigned and to the exclusion of the other condominium units. The remaining parking area shall be for the general use of the unit owners and their guests. Each unit shall always have the exclusive use of one assigned parking space. The cost of maintenance of all parking spaces shall be a common expense.
- (C) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit, except as otherwise provided in Section 11.4 below.
- (D) **Balconies, Terraces and Porches.** Any balcony, terrace or porch that is attached to and serves only one single unit shall be a limited common element. The unit owner shall be responsible for day-to-day cleaning and care, and maintenance. No balcony, terrace or porch may be carpeted, covered, enclosed or painted in any way without the prior written approval of the Board of Directors. The maintenance, repair or replacement and insurance of approved

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carpeting, covering or enclosure shall be the responsibility of the unit owner. The unit owner shall also be responsible for the sliding glass door, if any, affording access to such area, the fixed glass panels on either side of the sliding door, sliding screen doors, and all hardware appurtenant thereto. The maintenance, repair and replacement of exterior screening installed in accordance with the original plans and specifications for the buildings shall be the Association's responsibility.

- (E) **Others.** Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular parking place or storage locker may be exchanged between units by agreement between the unit owners desiring such exchange, with the prior approval of the Association.

9. ASSOCIATION: The operation of the Condominium is by Chateaumere Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

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

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "C", as they may be amended from time to time.

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

9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners.

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9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Association contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. The assessments levied against the condominium property by The Pelican Bay of Naples Foundation, Inc., are a common expense.

10.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3

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below, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association

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by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:
Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Rough plumbing.
- (C) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (D) The exterior surface of the entrance doors to the units.
- (E) Fire alarm systems and sprinkler systems.
- (F) All exterior building walls.
- (G) All interior corridor and atrium walls.
- (H) Railings on balconies, terraces and porches.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair and replacement of screens, windows and window glass.
- (B) The main entrance door to the unit and its interior surface.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.

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- (I) Door and window hardware, locks and weatherstripping.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.
- (M) All interior, partition walls which do not form part of the boundary of the unit.

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

- (A) **Balconies, Terraces and Porches.** Where a limited common element consists of a balcony, terrace or porch area, the unit owner who has the right of exclusive use of said balcony, terrace or porch area shall be responsible for the day-to-day cleaning and care of the interior surfaces of the walls, floor and ceiling bounding said area. The owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs, and for the maintenance, repair and replacement of exterior screening on porches.
- (B) **Interior Decorating.** Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, panelling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) **Flooring.** The installation of ceramic tile or hardwood floors in condominium units above the ground floor is restricted to floors installed over adequate sound insulating material meeting specification approved by the Board. Any unit owner desiring to install such floors is to give the Board of Directors written notice a minimum of thirty (30) days prior to the installation. The Board reserves the right to inspect the installation to assure compliance. If the unit owner fails to give the notice required above, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting may be installed on concrete surfaces exposed to the elements without prior approval of the Board of Directors.
- (D) **Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.
- (E) **Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the common elements resulting from such modifications, installations or additions.
- (F) **Use of Licensed and Insured Contractors.** Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

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11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

11.5 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval.

11.6 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of the party wall between two units in order that the units might be used together as one integral living space. In such event, all assessments, voting rights and the share of common elements shall be calculated as such units were originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, with the intent and purpose that the owner of such "combined" units shall be treated as the owner of as many units as have been combined.

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than \$10,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.8 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.9 Negligence: Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is

discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.10 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

11.11 Pest Control. The Association will supply pest control services within units at the request of the unit owner, with the cost thereof being part of the common expenses. Because the cost of pest control services provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units. Each unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

- (A) All overnight guests who are not accompanied by unit owners must be registered with the Chateaufort office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management.
- (B) In the case of any units required to designate primary occupants under Section 14.1 below, either of the primary occupants, along with their immediate family, may use the unit. Occupancy of the unit by any other party shall be treated as a rental and shall be subject to the restrictions regulating same.
- (C) In no event shall any unit owner, permit his unit to be occupied in his absence by numerous successive groups of persons in a manner designed to frustrate the purposes of Sections 13 and 14 of this Declaration, which are to prohibit a "motel" atmosphere and foster a cohesive community of permanent and semi-permanent residents.

12.3 Exceptions. Upon prior written application by the unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or

inequity.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner.

12.5 Minors. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets. The keeping of pets in the Condominium is prohibited, except that unit owners who were keeping a pet as of April 23, 1991, may continue to keep such pet until it dies or is otherwise disposed of, but may not replace said pet except with the prior approval of the Board of Directors, which will be granted as an exception to the rule only under unusual hardship conditions. The making of one exception shall not be grounds for another. Permitted pets must be hand-carried while in lobbies, halls, and elevators, and may be walked only off the premises. Chateaumere grounds are not to be used to accommodate pets. Owners may not leave pets unattended in screened porches or on balconies where their noise may bother others. No pets are permitted in the pool area.

12.7 Parking. No motor vehicle shall be parked on the condominium property except in such areas intended for the purpose. No trucks, commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Boats, trailers, campers, travel trailers, mobile homes, mopeds and motorcycles, motor homes recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, are not permitted to be kept on the condominium property. For the purpose of the foregoing sentence, the term "kept" shall mean present for a period of six (6) consecutive hours. Tenant parking is limited to the one covered parking space already assigned to the rented unit. Permitted vehicles are limited to passenger cars, certain vans, jeeps and/or station wagons. For purposes of this Section 12.7, "van" does not include pick-up trucks with camper tops. A "jeep" is a four-wheel drive vehicle, such as the 1991 model of the Jeep CJ-5 or CJ-7, and includes vehicles of other make of similar size and configuration. For purposes of this Section 12.7, a "van" is a four-wheel motor vehicle with a single enclosed passenger and cargo area, which vehicle is at least sixty (60) inches in height. Permitted vans are those which do not exceed eighty (80) inches in height or two hundred-five (205) inches in length.

12.8 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws

and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.9 Signs. No person may post or display "For Sale" or "For Rent", or other similar signs anywhere on the condominium property. "Open House" signs must be approved by the Association as provided in the rules.

12.10 Use of Common Elements. Common hallways, stairways and other common elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. The patio and courtyard areas located on the ground floor of Buildings A and B, which are not attached to or serving exclusively a single unit, are common elements whose use is subject to the rules of the Association.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the

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Association. The lessee must be a natural person.

13.1 Procedures.

- (A) **Notice by the Unit Owner.** An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least fourteen (14) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association.
- (B) **Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have fourteen (14) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- (C) **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
- (1) the unit owner is delinquent in the payment of assessments at the time the application is considered;
 - (2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
 - (3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
 - (4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (7) the prospective lessee evidences a strong probability of financial irresponsibility;
 - (8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules; or
 - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
 - (10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.
- (D) **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered

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into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the unit owner.

- (E) **Applications: Assessments.** Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.
- (F) **Committee Approval.** To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) unit owners, one of whom must be a Director.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than two (2) times in any calendar year, with the minimum lease term being ninety (90) days. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. A lessee in residence may not have overnight guests for more than seven (7) days in any calendar month, and such guests must be registered with the manager. No pets are allowed in leased units.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

13.9 Unapproved Leases. Any lease of a unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board.

14. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership:

- (A) A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) **Co-Ownership.** Co-ownership of units is permitted. If the co-owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new owners of not more than two (2) approved natural persons as "primary occupants". The use of the unit by other persons shall be as if the primary occupants were the only actual owners. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- (C) **Ownership by Corporations, Partnerships or Trusts.** A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of not more than two (2) natural persons to be the "primary occupants". The use of the unit by other persons shall be as if the primary occupants were the only actual owners. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.
- (D) **Designation of Primary Occupants.** Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate not more than two primary occupants in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.
- (E) **Life Estates.** A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

14.2 Transfers.

- (A) **Sale or Gift.** No unit owner may transfer a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) **Devise or Inheritance.** If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse

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at the time of death, or was related to the owner by blood or adoption within the first degree.

- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.
- (D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) unit owners, at least one of whom shall be a Director. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

- (1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.
- (3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- (B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.
- (C) Disapproval.

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- (1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:
- (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
 - (c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
 - (e) The person seeking approval has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;
 - (f) The transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium; or
 - (g) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
 - (h) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.
- (2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

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- (3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

15. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein, including all floor, wall and ceiling coverings, and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures must also be insured by the owner to the extent required by law. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

15.2 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B) **Flood.** In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.
- (C) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (D) **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (E) **Compensation.** The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

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15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (A) Additional flood insurance.
- (B) Boiler and Machinery coverage (includes breakdown on common element air conditioning units).
- (C) Broad Form Comprehensive General Liability Endorsement.
- (D) Elevator Liability & Elevator Collision.
- (E) Directors and Officers Liability.
- (F) Medical Payments.
- (G) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- (A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- (B) Units. Proceeds on account of damage within the units shall be held in undivided shares based on the prorated amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C) Mortgages. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.

- (B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds received on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, including any costs in excess of the insurance proceeds from the Association insurance.

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby fifty-one percent (51%) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur then:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
- (B) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
- (1) If the insurance proceeds and reserves available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless at least three-fourths (3/4ths) of the total voting interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of units, in either of which cases the Condominium shall be terminated.
- (2) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special assessment will be required, then unless three-fourths (3/4ths) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the

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property removed from the provisions of the Condominium Act. If three-fourths (3/4ths) of the total voting interests approve the special assessment, the Board of Directors shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

- (C) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7(C) above.

16.5 Equitable Relief. In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a unit and the remaining portion of the unit can be made habitable, the awards for the taking of a portion

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of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Restoration of Unit. The unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) Adjustment of Shares in Common Elements. If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Payment of Award. The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of units. This shall be done by restating the shares of the continuing units in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against units that will continue as units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those units in the common elements after the changes affected by the taking.
- (E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these

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shares on account of the condemnation, if any. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration in accordance with Sections 17.5 and 17.6 above. Such amendment need be approved only by the owners of a majority of the units. The consent of lien holders is not required for any such amendment.

18. TERMINATION: The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of the owners of at least ninety percent (90%) of the units, and the Primary Institutional Mortgages.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 18.3 above, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

18.3 General Provisions. Upon termination, the former unit owners shall become the owners, as tenants in common, of all condominium and association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Collier County, Florida.

18.4 New Condominium. The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.5 Partition Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.6 Last Board. The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;

- (B) A unit owner;
- (C) Anyone who occupies or is a tenant or guest in a unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 Mortgage Foreclosure. Except as otherwise provided by the Condominium Act as it may be amended, if the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall not be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all unit owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

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20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

- (A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4th) of the units.

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least three-fourths (3/4ths) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

21.4 Certificate Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

22. MISCELLANEOUS

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

22.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

22.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed April 6, 1992, for CHATEAUMERE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 749089.

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of April, 1992.



CR2E022 (3-91)

Jim Smith

Jim Smith
Secretary of State

Exhibit "B"

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

FILED
92 APR -6 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation Chateaumere Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on September 26, 1979, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Chateaumere Condominium Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Chateaumere Condominium Association, Inc., and its address is 6000 Pelican Bay Blvd., Naples, Florida 33963.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Chateaumere, a Condominium, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.

- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To borrow money as necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.
- (B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests at any annual or special meeting called for the purpose.
- (D) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in 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 a Director or officer may be entitled.

CERTIFICATE OR BOOK

PAGE

The undersigned, being the duly elected and acting President and Secretary of Chateaumere Condominium Association, Inc., hereby certify that the foregoing were approved by at least two-thirds (2/3rds) of the votes of the entire membership of the Association on the 18th day of March, 1992, after due notice, and that the number of votes was sufficient for their approval, in accordance with the requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

Executed this 31 day of March, 1992.

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

George R. West
George R. West, President

Attest:

(SEAL)

Walter B. Bannister
Walter B. Bannister, Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared George R. West, a person well known to me to be the President of the storenamed corporation, and he executed the foregoing instrument freely and voluntarily under the authority duly vested in him by said corporation. He did not take an oath.

Witness my hand and official seal this 31 day of March, 1992.

Therese V. Shannon
Notary Public
Print name: Therese V. Shannon

SEAL

Notary Public
State of Florida at Large
My Commission Expires:
March 22, 1994

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

AMENDED AND RESTATED BYLAWS

OF

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the Amended and Restated Bylaws of Chateaumere Condominium Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 6000 Pelican Bay Blvd., Naples, Florida 33963.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in Section 4 of the Declaration of Condominium shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** The members of the Association shall be the record owners of legal title to the units in Chateaumere, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (B) Approval by the Board of Directors as provided for in Section 14 of the Declaration of Condominium.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 **Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is not a natural person, the vote of that unit shall be cast by the unit's primary occupant designated as set forth in Section 14.1 of the Declaration of Condominium.

2.3 **Approval or Disapproval of Matters.** Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings: Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting: Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3rd) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). All Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Each Director must be a member or the spouse of a member. If a unit is owned by a corporation, any officer of that corporation shall be eligible to be a Director.

4.3 Nominations and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. All eligible persons giving such notice shall be listed alphabetically on the ballot. A ballot shall be mailed to each owner at least thirty (30) days before each election. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual

meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members, and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment will be discussed, proposed or approved shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective

duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any unit owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.8 above for Board meetings.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

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

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of

the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall be segregated from operating funds, and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority of the voting interests present and voting at a members' meeting called for the purpose.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. Written notice of any Board meeting at which a non-emergency special assessment will be considered, discussed or proposed must be mailed to all unit owners at least fourteen (14) days in advance. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and shall distribute to the owners of each unit, financial statements meeting the minimum standards of Section 718.111(14) of the Condominium Act, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

6.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,
- (4) The amount of any proposed fine.

(B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" as defined in Section 718.1255, Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is

approved at least two-thirds (2/3rds) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 Recording: Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

10. VOTING IN MATTERS RELATED TO FOUNDATION. The members of this Association, by virtue of ownership of a dwelling unit within Pelican Bay, are entitled to one vote in the affairs of The Pelican Bay of Naples Foundation, Inc., for each unit owned by them. The bylaws of the Foundation require condominium associations within Pelican Bay to authorize a representative to cast collective votes of the unit owners at meetings of the Foundation members. The President of this Association, or the President's designee, shall be the authorized representative of this Association to cast the collective 140 votes of the members of this Association at any regular, annual or special meeting of the Foundation. If the President has sufficient notice of the nature of matters to be voted on at a Foundation meeting, the President may instruct the Secretary to poll the members of the Association. Upon receipt of the results of such poll, the President or the President's designee shall cast the collective 140 votes of the members in a block supporting the point of view voted by the majority who responded to the poll. Whenever the President does not have the Secretary conduct such a poll, the President or the President's designee shall cast the collective 140 votes at the Foundation meeting in the manner directed by the Board of Directors, or if such direction is not provided, in the manner determined by the President or the President's designee.

11. MISCELLANEOUS.

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

Recorded and Indexed
in Office Records of
COLLIER COUNTY, FLORIDA
JAN 11, 2011 10:17 AM

2167535 OR: 2302 PG: 2216

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
04/06/97 at 06:19AM HEIGHT & BRUCE, CLERK
RSC 750 24.00

By: BECKER & POLIAROFF
3003 TAMiami TR N #210
NAPLES FL 34103

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
CHATEAUMERE CONDOMINIUM**

**ARTICLES OF INCORPORATION
BY-LAWS**

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Chateaumere Condominium and the amendments to the Articles of Incorporation and By-Laws of Chateaumere Condominium Association, Inc., which Declaration is recorded at O.R. Book 895, Page 409, of the Public Records of Collier County, Florida, were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 21st day of March, 1997. Said amendments were approved by a proper percentage of voting interests of the Association.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

DECLARATION OF CONDOMINIUM

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

(Sections 11.1 through 11.6 Unchanged)

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than ~~\$10,000 in the aggregate in any calendar year~~ 5% of the

LAW OFFICES

BECKER & POLIAROFF, P.A. • COLLIER PLACE I • 3003 TAMiami TRAIL NORTH, SUITE 210 • NAPLES, FL 34103
TELEPHONE (941) 761-9555 • TOLL FREE (800) 363-7537 • FAX (941) 261-9744

Association's budget (including reserves) without prior approval of at least a majority of the voting interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

(Remainder of Article 11 Unchanged)

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

(Section 12.1 Unchanged)

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied by his guests no more than two times per calendar year, for not more than ten days per stay, and with no more than six occupants per stay. This provision does not apply to the parents, children, grandparents, grandchildren, brothers or sisters at the record owner of the unit (or designated primary occupant). All guests must register with the Condominium office within twenty-four hours of occupancy. All guests must have written permission from the owner on file in order to occupy the unit, only in accordance with the following:

- ~~(A) All overnight guests who are not accompanied by unit owners must be registered with the Chateaufort office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management.~~
- ~~(B) In the case of any units required to designate primary occupants under Section 14.1 below, either of the primary occupants, along with their immediate family, may use the unit. Occupancy of the unit by any other party shall be treated as a rental and shall be subject to the restrictions regulating same.~~

~~(c) In no event shall any unit owner, permit his unit to be occupied in his absence by numerous successive groups of persons in a manner designated to frustrate the purposes of Sections 13 and 14 of this Declaration, which are to prohibit a "motel" atmosphere and foster a cohesive community of permanent and semi-permanent residents.~~

(Remainder of Article 12 Unchanged)

21. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

(Sections 21.1 through 21.3 Unchanged)

21.4 Automatic Amendment. This Declaration of Condominium shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Florida Statutes applicable to the operation of Condominiums, as amended from time to time. Whenever Chapter 718, Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this Declaration of Condominium, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to this Restated Declaration of Condominium as the Board deems necessary to comply with such operational changes as may be provided by future amendments to chapters 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

(Renumber Remainder of Article 21 Accordingly)

ARTICLES OF INCORPORATION

ARTICLE VII

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

(Sections (A) through (C) Unchanged)

D. Automatic Amendment. These Restated Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium and the Florida Statutes applicable to the operation of

Condominiums, as amended from time to time. Whenever Chapter 718, Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be provided by future amendments to chapters 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

(Renumber Article VII Accordingly)

BY-LAWS

9. AMENDMENTS OF BY-LAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

(Sections 9.1 through 9.3 Unchanged)

9.4 Automatic Amendment. These Restated By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Florida Statutes applicable to the operation of Condominiums, as amended from time to time. Whenever Chapter 718, Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these By-Laws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these By-Laws as the Board deems necessary to comply with such operational changes as may be provided by future amendments to chapters 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

(Remainder of Article 9 Renumbered Accordingly)

Re: **BECKER & POLJAKOFF**
13515 BELL TOWER DR #101
FT MYERS FL 33907**CERTIFICATE OF AMENDMENT****DECLARATION OF CONDOMINIUM
CHATEAUMERE, A CONDOMINIUM**

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Chateaumere, a Condominium was duly adopted by the Association membership at the duly noticed annual members' meeting of the Association. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 895, Page 409, of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

(Sections 11.1 through 11.8 Unchanged)

11.9 Negligence, Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expense of any maintenance, repair or replacement of common elements, other units or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, caused by an owner's negligence or resulting from the owners' failure to perform his duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units is not occupied at the time the damage is

LAW OFFICES

BECKER & POLJAKOFF, P.A. • COLLIER PLACE I • 3003 TAMAMI TRAIL NORTH, SUITE 210 - NAPLES, FL 34103
TELEPHONE (941) 261-9555 • TOLL FREE (800) 362-7537 • FAX (941) 261-9744

2469543 OR: 2540 PG: 2652

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
04/25/1999 at 08:15AM DWIGHT B. BROCK, CLERK
REC FEE 33.00

Re:
BECKER & POLIAKOFF
3003 TAMMIAMI TRAIL N #210
NAPLES FL 34103

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM CHATEAUMERE, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Chateaumere, a Condominium were duly adopted by the Association membership at the duly noticed 1999 annual members' meeting of the Association. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 895, Pages 409, et seq., of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 1707, Pages 2132, et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Article 4, Declaration of Condominium

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (The "Condominium Act"), unless context otherwise requires.

(Sections 4.1 through 4.12 Unchanged)

4.13 "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. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit, and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area to the individual unit owner, or to the Association but only at the expense of the benefitting owner or owners, shall serve to define the area as a limited common element.

(Remainder of Article Unchanged)

Article 8, Declaration of Condominium

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

(Subsection A through D Unchanged)

(E) Hurricane Shutters. Hurricane Shutters may be installed by unit owners within the unit, or upon those portions of the common elements or limited common elements serving the individual unit. The installation of hurricane shutters shall be in conformance with specifications adopted by the Board of Directors, as amended from time to time. A unit owner who installs hurricane shutters, and his successors and assigns, shall be liable for any damage caused to the building by the installation or ongoing preserve of the shutters. Should the Association be required to remove and/or re-install hurricane shutters in connection with building maintenance, or otherwise, the owner of the unit which is serviced by the shutters shall be responsible to the Association for all costs incurred by the Association in connection with such removal and/or reinstallation, with the costs being secured by a lien equal in dignity to the common expense lien created by this Declaration of Condominium. The Association shall not be liable to a unit owner for damage to hurricane shutters or other Association-approved unit owner installations, occasioned by the Association's performance of Association maintenance, unless caused by the gross negligence of the Association, its contractors, or agents. Hurricane shutters, once installed, shall be deemed limited common elements. Pursuant to §718.113(1), Florida Statutes (1997), and as the same may be amended from time to time, approved hurricane shutters shall be maintained, repaired and replaced by the Association. However, the owner of the unit benefiting from the installation of the shutters shall be assessed the cost of the expenses of maintaining, repairing or replacing shutters serving that individual unit. Said expenses may be through a line-item in the budget, or by special assessment levied against the individual unit when necessary work is to be performed.

Article 8, Declaration of Condominium

(E)(F) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11

of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. ~~This paragraph includes windows, screens and doors, including all hardware therefor.~~

Article 11.1, Declaration of Condominium

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

(Subsections A through C Unchanged)

- (D) The exterior surface of the entrance doors to the units provided, however that expenses of maintaining, repairing, and replacing unit entry doors shall be assessed to the individual unit which the door services, as provided in §718.113(1), Florida Statutes (1997), and as the same may be amended from time to time. Said expenses may be through a line-item in the budget, or by special assessment levied against the individual unit when necessary work is to be performed.

Article 11.1, Declaration of Condominium

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

(Subsections E through G Unchanged)

- (H) Railings, screens and screen frames on balconies, terraces and porches.

Article 11.1, Declaration of Condominium

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (1) Windows, including glass, hardware, frames, casing, and weatherstripping shall be maintained, repaired and replaced by the Association. Pursuant to §718.113(1), Florida Statutes (1997), and as the same may be amended from time to time, the windows shall be maintained, repaired and replaced by the Association. However, the owner of the unit which the unit serves shall be assessed the cost of the expenses of maintaining, repairing or replacing the windows serving that individual unit. Said expenses may be through a line-item in the budget, or by special assessment levied against the individual unit when necessary work is to be performed.

(Remainder of Section 11.1 Unchanged)

Article 11.2, Declaration of Condominium

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- ~~(A) Maintenance, repair and replacement of screens, windows and window glass.~~
- (A) The main entrance door to the unit and its interior surface.

Article 11.2, Declaration of Condominium

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- ~~(C)(B)~~ All other doors within ~~or affording access to~~ the unit, excluding the unit entrance door.

- (D)(C) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving on the unit.
- (E)(D) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F)(E) Appliances, water heaters, smoke alarms and vent fans.
- (G)(F) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (H)(G) Carpeting and other floor coverings.
- (I) ~~Door and window hardware, locks and weatherstripping.~~
- (J)(H) Shower pans.
- (K)(I) The main water supply shut-off valve for the unit.
- (L)(J) Other facilities or fixtures which are located or contained entirely within the unit and serve only the unit.

Article 11.2, Declaration of Condominium

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (M)(K) All interior, partition walls which do not form part of the boundary of the unit, as well as the electrical plumbing and utility lines and installations therein which serve only that unit.

Article 11.3, Declaration of Condominium

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities.

(Subsections A and B Unchanged)

(C) **Flooring.** The installation of ceramic tile or hardwood floors in condominium units above the ground floor is restricted to floors installed over adequate sound insulating material meeting specification approved by the Board. All units above the ground floor shall always have the floors covered adequately with sound-proofed floor coverings. Specifications for sound proofing of hard flooring must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas; and as the Board may further specify. (For example, independent laboratory tests have indicated that Laticrete 18 has STC and IIC ratings of 47 and Laticrete 18 Plus has STC and IIC ratings of 52.) Installation procedures shall meet or exceed the following:

Any unit owner desiring to install such floors is to give the Board of Directors written notice a minimum of thirty (30) days prior to the installation. The Board reserves the right to inspect the installation to assure compliance. If the unit owner fails to give notice required above, or does not allow the Board to inspect the installation as it is being made, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting may be installed on concrete surfaces exposed to the elements without prior approval of the Board of Directors.

Article 11.3, Declaration of Condominium

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities.

(Subsection D Unchanged)

(F) **Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner and his successors in title shall be financially responsible for the insurance, or additions, as well as the cost of repairing any damage to the common elements resulting from such modifications, installations or additions. Further, Association shall not be liable to any unit owner, nor his successor and assigns for any damage caused to unit owner installations

Beck
BECKER & POLIAKOFF
12515 BELL TOWER DR #111
FT MYERS FL 33907

2796119 OR: 2825 PG: 2406

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL REC #22
05/16/2001 at 09:21AM DWIGHT E. BROCK, CLERK

18 57

CERTIFICATE OF AMENDMENT

**RESTATED DECLARATION OF CONDOMINIUM
CHATEAUMERE, A CONDOMINIUM**

**RESTATED BYLAWS
CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Restated Declaration of Condominium of Chateaumere, A Condominium and the amendments to the Restated By-Laws of Chateaumere Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed Annual members' meeting of the Association on the 23rd day of March, 2001. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 985, Pages 409 et seq., of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 1707, Pages 2132 et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 2, Restated Declaration of Condominium

2. **NAME AND ADDRESS:** The name of this Condominium is Chateaumere, a Condominium and its street address is 6000 Pelican Bay Boulevard, Naples, Florida 33963 34108.

Amendment No. 2: Article 11.1, Restated Declaration of Condominium

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Rough plumbing.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) — ~~The main entrance door to the unit and its interior surface.~~
- (B A) All other interior unit doors within the unit, excluding the unit entrance door, which shall be maintained as provided in Article 11.1(D).
- (C B) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only that unit.
- (D C) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (E D) Appliances, water heaters, smoke alarms and vent fans;
- (F E) All air conditioning, and heating equipment, thermostats, ducts and installations serving the unit exclusively.
- (G F) Carpeting and other floor coverings.
- (H G) Shower pans.
- (I H) The main water supply shut-off valve for the unit.
- (J I) Other facilities or fixtures which are located or contained entirely within the unit and serve only that unit.
- (K J) All interior, partition walls which do not form part of the boundary of the unit, as well as the electrical plumbing and utility lines and installations therein which serve only that unit.

Amendment No. 4: Article 11.3, Restated Declaration of Condominium

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

unattended in screened porches or on balconies where the noise may bother others. No pets are permitted in the pool area.

(Remainder of Article Unchanged)

Amendment No. 7: Article 6.1, Restated By-Laws

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

6.1 Depository. ~~The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. The Association may invest in governmentally guaranteed investments, such as U.S. Treasury Bills. Principal of association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.~~

(Remainder of Article Unchanged)

WITNESSES:
(TWO)

David A. Roellig
Signature
David A. Roellig
Printed Name

Walter Duryea
Signature
Walter Duryea
Printed Name

CHATEAUMERE CONDOMINIUM
ASSOCIATION, INC.

BY: [Signature]
Lynn DeFreest, President

Date: 4 May 2001

(CORPORATE SEAL)

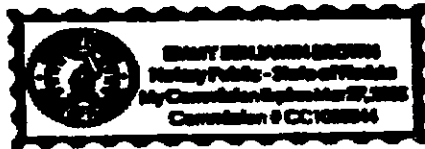
STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 4 day of MAY, 2001 by Lynn DeFrest as President of Chateaumere Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Emmy Benjamin Brown
Notary Public
EMMY BENJAMIN BROWN
Printed Name

My commission expires: _____

160835_1.DOC



Retn:
BECKER & POLIAKOFF
14241 METROPOLIS AVE #100
FT MYERS FL 33912

3601478 OR: 3780 PG: 3573

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
04/22/2005 at 08:34AM DWIGHT E. BROCK, CLERK

RBC FEB 27.00

CERTIFICATE OF AMENDMENT

RESTATED DECLARATION OF CONDOMINIUM

OF

CHATEAUMERE, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Restated Declaration of Condominium of Chateaumere, A Condominium was duly adopted by the Association membership at the duly noticed Annual members' meeting of the Association on the 25th day of March, 2005. Said amendment was approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 985, Pages 409 et seq., of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 1707, Pages 2132 et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 11.3(G), Restated Declaration of Condominium

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

(Sections 11.1 and 11.2 Remain Unchanged)

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

(Subsections (A) through (F) Remain Unchanged)

(G) Care for Unit In Owner's Absence. In order to help minimize potential damage to a unit, the common elements, and those that might be affected, all unit owners shall follow the following procedures when their unit is unoccupied for one (1) week:

(1) Turn off the water to the unit by fully closing the water valve. Water should be turned off when the unit is unoccupied for 72 hours or longer.

Page 1 of 3

- (2) Arrange for a responsible person to enter and inspect the condition of the unit at least twice per month. Any condition that might adversely affect the unit, adjacent units and/or common elements should immediately be reported to the unit owner and to the Association's Management Company. The unit owner shall submit the name, address and telephone number of the responsible person, who will be inspecting the unit, to the Management Company.
- (3) The unit owner shall have a professionally qualified person perform recommended maintenance on the air conditioning system at least once annually.
- (4) The air-conditioners and Unit shall at all times be maintained at a maximum temperature of 82 degrees, and humidistats, if installed, must be used and set to at least 40% when the Unit is vacant for said one (1) week.

WITNESSES:
(TWO)

CHATEAUMERE CONDOMINIUM
ASSOCIATION, INC.

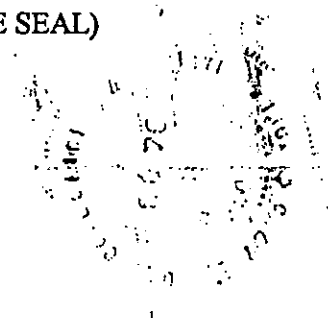
Ann Madaras
Signature
ANN MADARAS
Printed Name

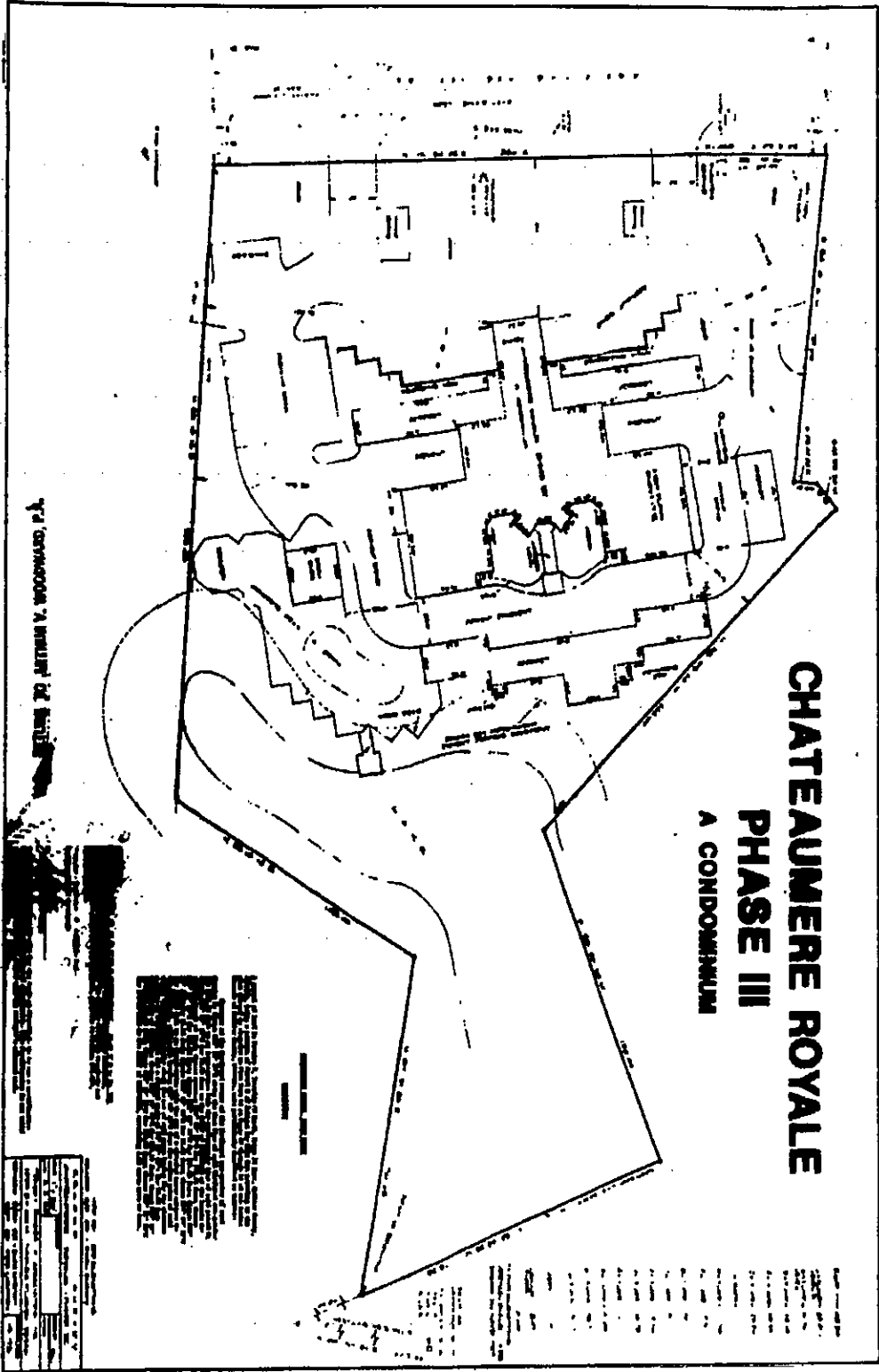
BY: [Signature]
Dr. Lynn DeFreest, President

Date: 11 April 2005

[Signature]
Signature
JOE GENARO
Printed Name

(CORPORATE SEAL)





CHATEAUFERE ROYALE

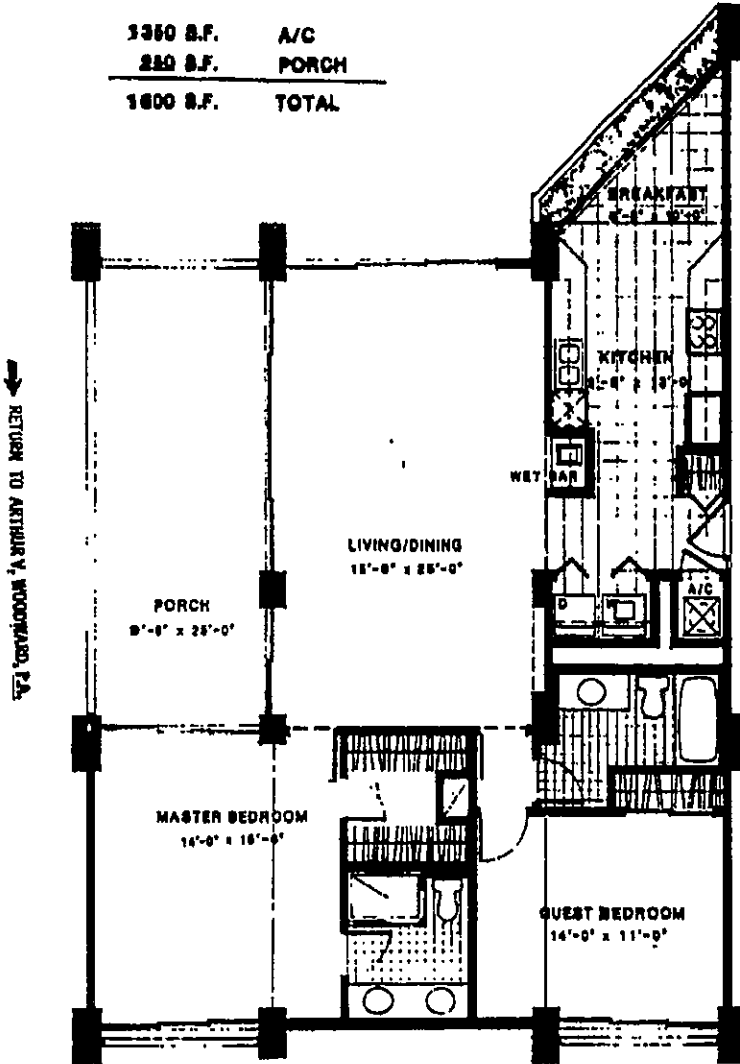
PHASE III

A CONDOMINIUM

PLANNED BY: JAMES V. WOODWARD, P.A.

UNIT TYPE A

3360 S.F.	A/C
280 S.F.	PORCH
1800 S.F.	TOTAL



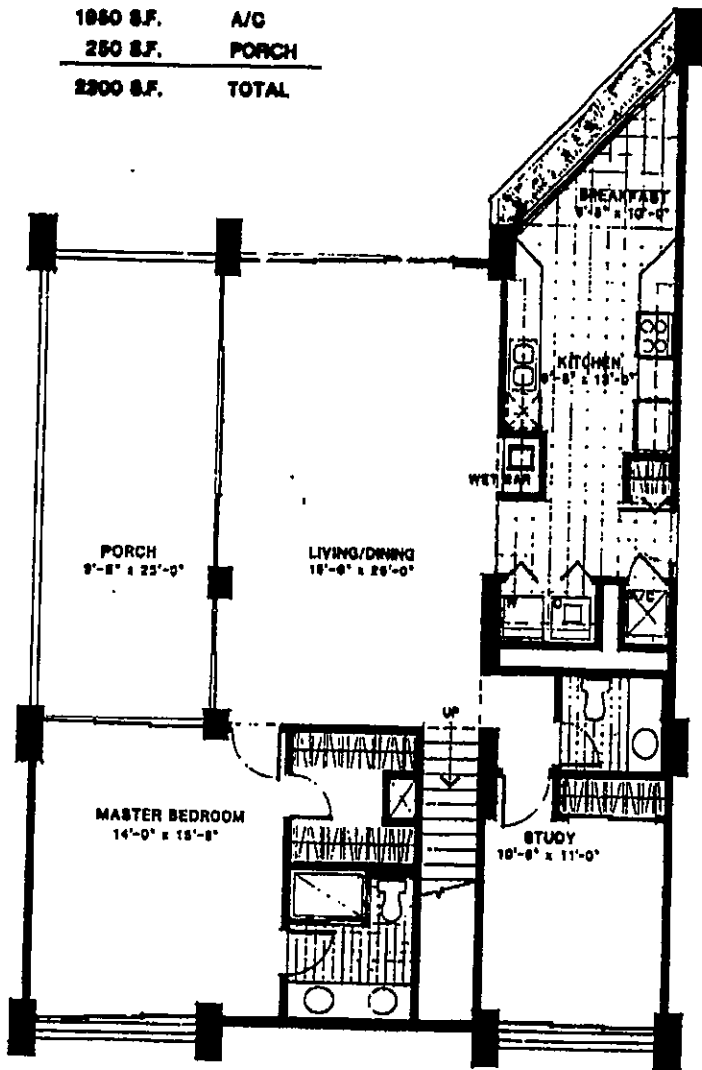
CHATEAUMERE ROYALE
PELICAN BAY

001228
OR BOOK

001353
PAGE

PENTHOUSE UNIT TYPE A

1860 S.F.	A/C
260 S.F.	PORCH
2200 S.F.	TOTAL



↑ RETURN TO ARTHUR V. WOODWARD, P.A.

LOWER LEVEL

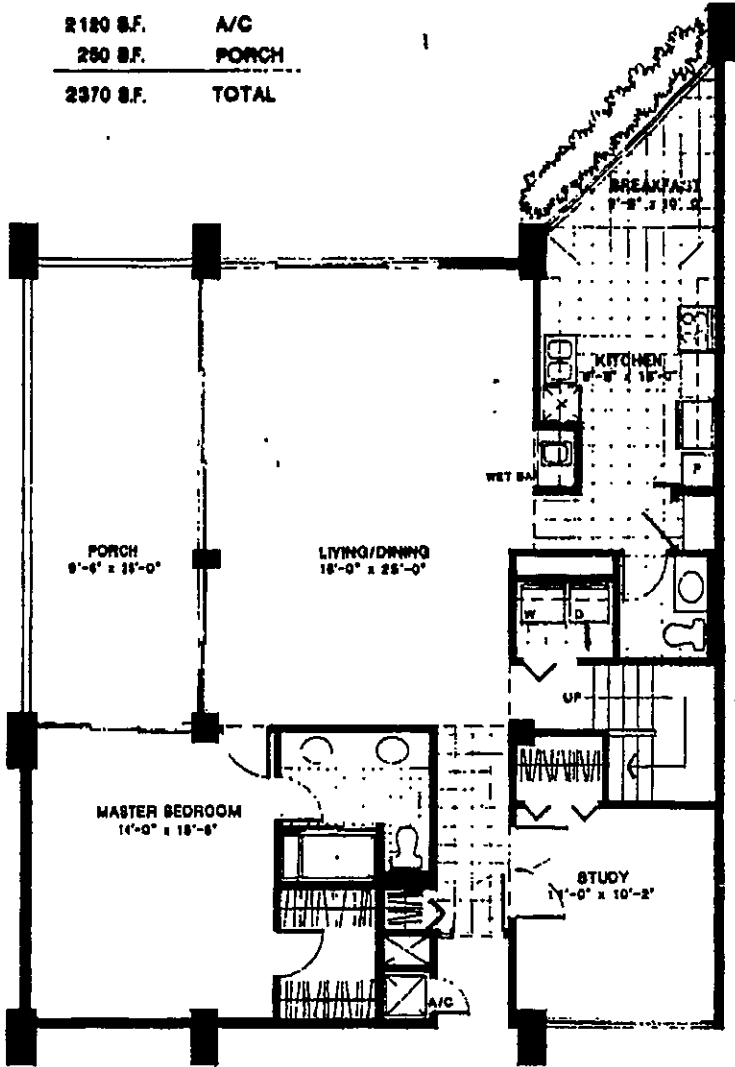
CHATEAUMERE ROYALE
PELICAN BAY

001226
OR BOOK

001955
PAGE

PENTHOUSE UNIT TYPE B

2180 S.F.	A/C
280 S.F.	PORCH
2370 S.F.	TOTAL



LOWER LEVEL

CHATEAUMERE ROYALE
PELICAN BAY

CHATEAUMERE CONDOMINIUM ASSOCIATION, INC.

A RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING A RULE REGARDING HIGH RISK COMPONENTS AND UNIT OWNER PRECAUTIONARY DUTIES IN REGARD TO SAID COMPONENTS AND PROVIDING FOR A REBUTTABLE PRESUMPTION OF NEGLIGENCE FOR FAILURE TO COMPLY WITH THE RULE

THAT WHEREAS, the governing documents of Chateaumere Condominium Association, Inc., authorizes the Board of Directors to adopt and enforce reasonable rules and restrictions regarding the use of the Condominium Property; and

WHEREAS, Section 6.3 of the Declaration of Condominium provides that "the use of the Units, Common Elements and Limited Common Elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors "; and

WHEREAS, the Board of Directors that certain portions of the Units required to be maintained by the Owners, or certain objects or appliances within the Units or outside the Unit but serving the Unit, (hereinafter "high risk components") pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, replaced, and certain precautionary actions taken regularly; and

WHEREAS, the Board of Directors also recognizes that if Unit Owners regularly inspect and maintain said components and take certain pre-cautionary steps in regard to said high risk components the incidence of failure can be lessened; and

WHEREAS, the Board deems it in the best interest of the health, safety and welfare of the Owners to adopt a rule identifying certain high risk components, establishing certain maintenance, inspection and pre-cautionary duties of Unit Owners, and creating a rebuttable presumption of negligence for failing to comply;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Chateaumere Condominium Association, Inc., that the rules governing high risk components are as follows:

1. Attached as Exhibit "A" hereto is a list of components within or serving a Unit for which the Unit Owner is responsible to maintain, repair and replace and which have a high incidence of failure which causes damage to other Units and the Common Elements.
2. Within Exhibit "A" beneath each listed high risk component are designated inspection, maintenance, repair, replacement and pre-cautionary duties that each Unit Owner is responsible to perform or have performed on a regular basis.