

DECLARATION OF CONDOMINIUM
OF

THE SOMERSET AT WESTMINSTER,
A CONDOMINIUM

This DECLARATION OF CONDOMINIUM made as of January 3rd, 1997, by BTSC/SOMERSET, L.C., a Florida Limited Liability Company (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Lee County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon the land from time to time multi-unit residential buildings, housing up to, but not exceeding, forty (40) Condominium Units and related facilities; and

WHEREAS, the Developer desires to submit portions of land and said residential buildings with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is THE SOMERSET AT WESTMINSTER, A CONDOMINIUM.

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium Unit, Owner.

(c) Association. Association means THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for

60 pgs
BT. 50R

RECORD VERIFIED
BY: TREAT A. VOGES, D.C.

UN
C
C
C
C
C

the operation of the Condominium and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.

(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. That portion of the Condominium Property not included in the Condominium Units, and all other property declared as Common Elements in the Condominium Act, specifically including but not limited to those items set forth in Paragraph 9 of this Declaration.

(h) Common Facilities or Association Property. Any real property or improvements thereon owned by the Association for the use and benefit of the Condominium Unit Owners.

(i) Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus. The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(k) Condominium. THE SOMERSET AT WESTMINSTER, A CONDOMINIUM, which is formed pursuant to this Declaration.

(l) Condominium Form of Ownership. That form of ownership of real property created pursuant to the provisions of Chapter 718, Florida Statutes, the "Condominium Act", and which is composed of Condominium Units that may be owned by one or more persons, and, appurtenant to each Condominium unit, an undivided share in the Common Elements.

(m) Condominium Act. Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium.

(n) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(o) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership.

(p) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(q) Construction Lender. Any lender financing the construction of the improvements on the Condominium Property.

(r) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Declaration of Covenants and Restrictions for The Westminster Golf Club Community. The Declaration of Covenants and Restrictions for The Westminster Community Association, Inc., recorded in the Public Records of Lee County, Florida, as may be further amended and/or modified from time to time.

(t) Developer. A person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a condominium or cooperative unit who has acquired his unit for his own occupancy, nor does it include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the Association has been transferred to the unit owners if, following the conversion, the unit owners will be the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion.

(u) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, Federal or State agency, insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(v) Limited Common Elements. Those Common Elements which are reserved for the use of a Condominium Unit to the exclusion of all others. The Limited Common Elements appurtenant to each Condominium Unit shall include but not be limited to the garages and all exterior Condominium Unit walls and doors, which exterior walls and doors are reserved for the exclusive use of the owners of the Condominium Units to which they respectively adjoin and any air conditioning and heating system exclusively serving that Condominium Unit which is located outside of the Condominium Unit.

(w) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(x) Master Association. The Westminster Community Association, Inc., a Florida not for profit corporation, its successor and assigns.

(y) Member. An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(z) Unit Owner or Owner of a Condominium Unit or Condominium Unit Owner. The owner of fee simple estate in a Condominium Parcel.

DR2778 PG3856

(aa) Units. Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit B. Each Condominium Unit consists of (1) the volumes of space enclosed by the undecorated inner surfaces of exterior perimeter walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Condominium Unit, (4) patio window panes, sliding glass door panes, and other doors bounding the Condominium Unit, (5) lanais, if included in a Unit, and (6) and all fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Condominium Unit. Notwithstanding any provision to the contrary, no pipes, wires, conduits, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall be deemed to be part of any Condominium Unit.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The following property is hereby submitted to the Condominium Form of Ownership:

The lands lying and being situate in Lee County, Florida, as more particularly set forth in Exhibit A, attached hereto, together with all improvements erected or installed thereon, including but not limited to, five (5) buildings. Buildings A, B, C, D and E will each contain eight (8) units for a total of forty (40) units. Each Unit will contain either 1,483 or 1,225 square feet of living area with either (a) two bedrooms, one den/bedroom and two baths, or (b) two bedrooms and two baths.

The Common Elements will be used exclusively by the Condominium Unit Owners, guests of the Condominium Unit Owners and residents of Condominium Units in the Condominium. The Condominium Unit Owners shall have an obligation to contribute to the payment of expenses for maintenance, repair, replacement and insurance for the Common Elements and Limited Common Elements constructed as a part of the Condominium, so that all Condominium Unit Owners in the Condominium shall share such costs on an equal pro rata basis. The location of these Common Elements and Limited Common Elements is set forth in Exhibit B to this Declaration. Management and maintenance of the Condominium Property will be performed by the Association unless a management contract is entered into.

4. PROPERTY HELD BY THE WESTMINSTER COMMUNITY ASSOCIATION, INC. The Declaration of Covenants, Restrictions and Easements for Westminster Community Association, Inc. recorded in O.R. Book 2667, at Page 3249, et seq., of the Public Records of Lee County, Florida, as may be amended from time to time, provides that every member of the MASTER ASSOCIATION shall have a right of enjoyment and use in and easement to the WESTMINSTER COMMUNITY ASSOCIATION, INC. Common Area ("MASTER ASSOCIATION Common Area"), which right and easement shall be appurtenant to, and shall pass with the title to, every Condominium Unit subject to the right of the MASTER ASSOCIATION to charge reasonable admission, assessments and other fees for the use of the MASTER ASSOCIATION Common Area and the MASTER ASSOCIATION property. Membership in the MASTER ASSOCIATION is mandatory and automatic

OR2778 PG3857

with the ownership of a Condominium Unit in the Condominium (which would include the ownership of a Condominium Unit in the Condominium). The Declaration of Covenants and Restrictions for The Westminster Community provides that every member of the MASTER ASSOCIATION (which includes the Condominium Unit Owners) agrees to pay assessment to the MASTER ASSOCIATION. The assessments are currently determined on a per unit basis, and the amount of such assessments is subject to change. The assessment, together with interest and cost of collection, will be a continuing lien against each Condominium Unit against which assessment is made.

The maximum number of residential units that will use the MASTER ASSOCIATION Common Area shall not exceed seven hundred twenty-three (723). The MASTER ASSOCIATION is not required to spend any funds for recreational facilities or enlargement of such facilities for the MASTER ASSOCIATION Common Area, except that the MASTER ASSOCIATION is required to accept such additional property that the declarant thereunder conveys, leases or grants a license or other use right in the property to the MASTER ASSOCIATION.

5. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership is set forth in the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit B, and made a part hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

6. CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on the land described on Exhibit A attached hereto, so long as such changes do not materially and adversely affect the Condominium Property and so long as such changes do not conflict with other provisions of this Declaration or the Condominium Act.

7. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements as may be required for utility services in order adequately to serve the Condominium Property or any Condominium Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Condominium Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which

include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Condominium Unit Owner's permitted use of the Condominium Unit, and except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Condominium Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of a Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Condominium Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Condominium Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for overhanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association

and the Condominium Unit Owners and residents of the Condominium, and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit A, their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit A.

(j) Golf Ball Retrieval Easement. Easements are hereby created over those portions of the Condominium Property bordering The Westminster Golf Club, if any, in favor of the members, guests and invitees of The Westminster Golf Club, for the limited purposes of retrieving (but not playing) golf balls that are inadvertently hit onto such portions of the Condominium Property.

(k) Grant of Additional Easements: Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Condominium Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Condominium Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Condominium Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Condominium Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Condominium Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Condominium Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

(l) Surface Water Management Facilities. All unit owners at the Somerset at Westminster Condominium are members of the Westminster Community Association, Inc. The Westminster Community Association, Inc. shall be responsible for the maintenance of the surface water management system in the Somerset at Westminster Condominium. No structure of any kind shall be constructed or erected, nor shall any unit owner or the Condominium Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area including, but not limited to, swales, drainage ways, pipes or areas intended for the accumulation of run-off waters, without the specific written permission of Westminster Community Association, Inc. No unit owner or the Condominium Association shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by Westminster Community Association, Inc. or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created. No common areas or common elements shall be increased in size by filling in any lake, pond or other water retention or drainage area which it abuts. Unit owners and the Condominium Association shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of Westminster Community

Association, Inc. No unit owner may draw water for irrigation or other purposes from any lake, pond or other water management area, nor shall boating or swimming be permitted in such areas. Nothing in this section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

8. DEVELOPER'S UNITS AND PRIVILEGES. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Condominium Units to any person approved by it, subject to the terms of Paragraph 21. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

9. COMMON ELEMENTS. Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in Section 718.108, Florida Statutes, the following items:

(a) Easements through Condominium Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Common Elements; and

(b) Easements of support in every portion of a Condominium Unit which contributes to the support of other Condominium Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Condominium Unit other than the Condominium Unit containing the installation; and

(d) The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements including but not limited to elevators, if any, and stairways, if any; and

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Condominium Units in the condominium; and

(f) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist; and

DR2778 PG3861

(h) Roads installed on the Condominium property by the Developer or any third party with the approval of the Developer that have not been dedicated to the State of Florida or a political subdivision thereof; and

(i) Forty (40) uncovered parking spaces. Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6), Florida Statutes.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

Each Condominium Unit shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one/fortieth (1/40) of one hundred percent.

11. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Condominium Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Paragraph 10 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Condominium Unit Owners in accordance with the provisions set forth in Paragraph 10 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

12. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the Association to conduct the affairs of the Condominium shall be THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., the Articles of Incorporation of which are attached hereto as Exhibit C and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit D and are made a part hereof as though set out in full herein.

13. MEMBERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, in addition to following the procedure set forth in Paragraph 21 hereinbelow, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which Purchaser or Transferee has acquired his interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium

Unit, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) ~~The Developer and all persons hereinafter owning an interest in the~~ Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Lee County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Condominium Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Condominium Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each one such Condominium Unit which he or it owns, and may cast one (1) vote for each such Condominium Unit.

(d) There shall be forty (40) voting members consisting of one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting members who are to be elected annually by the voting members of the Association.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the

OR2778 PG3862

per [unclear]

Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Condominium Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

14. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of sixty-seven percent (67%) of the Condominium Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the Condominium Form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the Bylaws; provided, however, that the property rights of the Condominium Unit Owners are not materially and/or adversely affected by such amendment. All such permitted amendments, if any, shall be recorded among the public records of Lee County, Florida.

(b) If it shall appear through scrivener's error, that a Condominium Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Condominium Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Condominium Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Condominium Unit Owners unless the affected Condominium Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 14(c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Condominium Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) Notwithstanding the foregoing, no amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of liens thereupon join in the execution of the

amendment and unless at least a majority of the record owners of all other units approve the amendment to the Declaration.

(e) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the owner of any Condominium Unit shares the Common Expenses and owns any Common Surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees.

15. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Special Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and/or the ByLaws.

(b) Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property, assessments payable to any other homeowners, or condominium association or other association for the maintenance, repair and/or replacement of roads, sand dunes or other improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as, to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 19, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Condominium Unit Owner concerned), charges for utility and water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements except as described in Subparagraph 17(b) of this Declaration, expenses and liability incurred by the Association in and about the Enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies, and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Condominium Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Condominium Unit Owners in the portions or shares set forth in Paragraphs 10 and 11 hereinabove. Assessments shall be payable quarterly or in such other installments and at such other times as may be fixed by the Board of Directors from time to time.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Condominium Unit owners shall designate when they are due and payable.

(f) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest shall be secured by a lien against the Condominium Unit, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument, except with respect to a first mortgage of record encumbering a Condominium Unit, in which case the lien shall be effective from and after the recordation of a claim of lien, which shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except as otherwise provided herein.

(g) In addition to the lien rights set forth hereinabove, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.

(h) A Unit Owner, regardless of how the Unit Owner's title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Unit Owner may have to recover from the previous owner the amounts paid by the successor Unit Owner. However, the liability of the holder of a first mortgage of record or its successor or assignees (collectively, the "Acquirer") who acquired title to a Condominium Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of (i) the Condominium Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The provisions of the immediately preceding sentence shall not apply, however, unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association shall not be required if, on the date the complaint was filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The Acquirer shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Unit and proceed in the same manner as provided in this Declaration for the collection of unpaid assessments. Any assessment amounts for

which an Acquirer is not liable shall be deemed to be common expenses collectable from all of the owners of Condominium Units, including such Acquirer of the Condominium Unit, and his or her successors or assigns. The Acquirer and/or his or her successors or assigns shall thereafter be obligated to pay that share of the common expenses and assessments attributable to the Condominium Unit after the Acquirer obtains title to the Condominium Unit.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the budget for the Condominium since the Developer guarantees to each Condominium Unit Owner that assessment of Common Expenses of the Condominium imposed upon the Condominium Unit Owner other than the Developer will not exceed \$143.10 per Unit per month, or \$429.30 per Unit per quarter or \$1,717.20 per Unit per year for the period commencing with the recording of this Declaration and continuing until the earlier of the expiration of twenty four (24) months from the date of conveyance of the first Unit to be conveyed to a purchaser other than the Developer, or until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer. During such period, the Developer will pay to the Association that amount of Common Expenses incurred during such period to the extent in excess of that portion of Common Expenses assessed against other Condominium Unit Owners in accordance with this Declaration, as may be limited above in this Subparagraph 16(j). After the initial 24 month guarantee period, the Developer has an option to extend the guarantee for two additional twelve month periods.

17. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

(1) All Common Elements.

(2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.

(3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained and all roads located on the Condominium Property that have not been dedicated and accepted by the State of Florida or a political subdivision thereof.

(4) All Limited Common Elements except as described in subparagraph 17(b) of this Declaration.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Condominium Unit Owner. Each Condominium Unit Owner shall operate, maintain, repair and replace, at the Condominium Unit Owner's expense:

(1) All portions of the Condominium Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Condominium Unit Owner shall be windows, screens on windows and doors on the exterior of the Condominium Unit, garage doors, and framing for same and stairways serving said Condominium Unit, if any. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Condominium Unit Owners.

(2) The air conditioning and heating systems exclusively serving the such owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) Within the owner's Condominium Unit, all cabinets, carpeting, and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, to the Condominium Unit, as well as all personal property of the Condominium Unit Owner.

(4) All property to be maintained, repaired and/or replaced by a Condominium Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Condominium Unit Owner which is inside of the Condominium Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Condominium Unit Owner, or any portion of the Condominium Property.

(5) No Condominium Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Condominium Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(c) At the option of the Association:

The Association may, at its own expense:

(1) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Condominium Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

DR2778 PG3868

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Condominium Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors;

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Condominium Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Condominium Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) Employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property; or

(7) Pay any charge, assessment or tax imposed by any improvement district or special taxing district upon the Condominium Property, other than those imposed exclusively on a Condominium Unit.

18. ENFORCEMENT OF MAINTENANCE. In the event a Condominium Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 17 above, the Association or any other Condominium Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory nonbinding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division.

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Condominium Unit Owner or Institutional Mortgagee holding a first mortgage may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

19. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Condominium Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements, Limited Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners and their mortgagees without naming them and their mortgagees to the extent of their respective interests. Condominium Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Association. All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Condominium Unit Owners. Each Condominium Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses. The insurance coverage acquired by the Association does not protect a Condominium Unit owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings or ceilings coverings. It shall be the obligation of the individual Condominium Unit. Owner to purchase and pay for any insurance covering such risks.

(b) Coverage. The Association shall use its best efforts to obtain and maintain the following insurance coverages with respect to the Condominium Property:

(1) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and, such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Condominium Property.

(2) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit Owners as a group.

(3) Workers' compensation coverage to meet legal requirements.

(4) Flood insurance coverage, if required.

(5) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including but not limited to insurance of the officers and directors against liability arising in connection with their duties.

(c) Premiums. Premiums upon such insurance policies obtained by the Association pursuant to this Paragraph 19 shall be a Common Expense. If any such policy of insurance is canceled, the Association shall give notice to each mortgagee listed in the roster of mortgagees for Condominium Units.

(d) Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association for its benefit and as agent for the Condominium Unit Owners and their mortgagees. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the Association, the Condominium Unit Owners and their mortgagees in the following shares:

(1) Condominium Unit Owners. An undivided share for each Condominium Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Condominium Unit.

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held in trust for the mortgagee and the Condominium Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association if such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Condominium Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Condominium Unit Owner and mortgagee.

(e) Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

(f) Association as agent. The Association is irrevocably appointed agent for each Condominium Unit Owner and for each holder of a mortgage or other lien upon a Condominium 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.

(g) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty, as determined by the Board of Directors of the Association ("Lesser Damage"), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty, as determined by the Board of Directors of the Association ("Major Damage"), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Condominium Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Condominium Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Condominium

Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Condominium Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Condominium Unit Owners and mortgagees have consented to such termination.

(h) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(i) Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements for the Condominium Property, or if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the members of the Association.

(j) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient, to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Condominium Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(k) Disbursement of Funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Condominium Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated, either by agreement after Lesser Damage or by failure of the Condominium Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the owners of the damaged Condominium Units and their mortgagees to compensate them for the cost of reconstruction and repair. The owner of a damaged Condominium Unit and his mortgagees shall receive a share equal to the estimated cost of reconstruction and repair of the damage in his Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Condominium Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Condominium Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Condominium Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

a. If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Association in payment of these costs.

b. If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Association in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

c. If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Condominium Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Condominium Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(1) Benefit of mortgagees. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Condominium Unit Owners and the Association, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to a Condominium Unit Owner and his mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on the subject Condominium Unit.

(m) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Condominium Unit Owners at reasonable times.

20. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an escrow agent. Even though the awards may be payable to Condominium Unit Owners, the Condominium Unit Owners shall deposit the awards with an escrow agent, and in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Condominium Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter otherwise payable to that Condominium Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 25 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Condominium Unit

Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(1) The Condominium Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Condominium Unit.

(2) The balance of the award, if any, shall be distributed to the owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Condominium Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenable, the award for the taking of the Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid jointly to the Condominium Unit Owner and his mortgagees in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(2) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Condominium Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the funds from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Condominium Unit Owners. This shall be done by restating the shares of continuing Condominium Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Condominium Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Condominium unit Owners who will continue as owners of Condominium Units after the changes in the Condominium Unit effected by the taking. The assessments shall be made in proportion to the shares of those Condominium Unit Owners remaining after the changes effected by the taking.

(5) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Condominium Unit Owner, his mortgagees and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Condominium Unit Owner, his mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Condominium Unit Owner, and one by the two (2) appraisers so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Condominium Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium, and need be approved only by the Board of Directors of the Association.

21. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. In order to insure a community of congenial residents and thus protect the value of the Condominium Units, the sale, leasing, rental and transfer of Condominium Units by any owner thereof shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers. No Condominium unit shall be sold, transferred, or conveyed except in accordance with the following provisions:

(1) The Owner of a Condominium Unit intending to make a bona fide sale of the Unit or any interest therein shall give to the Association a written notice of the intention to sell, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Owner that he believes the proposal to be bona fide in all respects.

(2) No sale, transfer, or conveyance of a Unit shall be valid without the approval of the Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser and made a part of the documents of conveyance.

(3) Failure of the Association to act in thirty (30) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

(4) The provisions of this Paragraph 21(a) shall apply to original and successive sales, transfer and assignments.

(5) No Unit shall be sold, nor shall approval be given for the same, until ~~and unless all assessments past due are paid or their payment provided for to the satisfaction of the Association.~~

(6) Should any Condominium Unit at any time become subject to a mortgage given and held in good faith and for value to an Institutional Mortgagee, the Institutional Mortgagee, upon becoming the owner of the Unit through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, or otherwise dispose of the Unit, without complying with the provisions of this Paragraph 21(a); provided, however, that in all other respects the provisions of this Declaration and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements and Limited Common Elements or appurtenances of said Unit. Once the Institutional Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of this Paragraph 21(a) shall again be fully effective with regard to subsequent sales or conveyances of the Unit.

(b) Leasing Restrictions. No Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Chapter 509, Florida Statutes, nor shall any Condominium unit be leased for a period of less than twenty-eight (28) days nor shall any Condominium Unit be used or sold on a "time share basis".

(c) Purchaser or Lessee. A Condominium Unit may be owned or leased by one or more persons or by a corporation, association, partnership, or trust.

22. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of fee simple title to a Condominium Unit must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to the Condominium Unit Owner's share in the Common Elements and the Limited Common Elements and his Association membership.

23. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons residing in the Condominium Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Each Condominium Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of

Amended 1/25/00

more than four hours except temporarily during periods of actual construction or repair of a structure or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any vehicle or other properties in violation of this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property will be permitted outside the confines of the Condominium Unit Owner's Unit.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

(f) No Owner or resident of a Condominium Unit may make or permit any disturbing noises in a Building or on the Condominium Property, whether made by himself, his family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents in the Condominium property. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of Condominium Units.

(g) Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer may post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Condominium Unit Owner or person in charge of such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(j) Soliciting is strictly forbidden. Condominium Unit Owners should notify the Association if a solicitor appears.

(k) No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner or resident of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Condominium Unit Owner and resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

(m) Each Condominium Unit Owner and resident shall allow the Association to enter his Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(n) Neither Condominium Unit Owners nor residents shall make repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Lee County, Florida.

(o) All garbage trash containers shall be located within designated endorsed areas in such a manner as to be out of view of the street and neighboring and adjacent Units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 14 of this Declaration.

(r) Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

(s) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(t) Commonly accepted household pets such as dogs, cats and pet birds may be kept by the Condominium Unit Owner but not by tenants of the Condominium Unit; however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained on the owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept.

(u) A change in the design, material or location of exterior mail boxes must first be approved in Writing by the Board of Directors.

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(w) Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by the Board of Directors.

(x) Personal property of Condominium Unit Owners including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Condominium Units except when in use.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements, and Common Elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

2-4. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit A hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Buildings to any of the residents of the Condominium, while such uncompleted Buildings are under construction and development. No Condominium Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Condominium Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, ramps, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium

Property to another, including but not limited to, all recreational facilities, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

25. TERMINATION. The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of all Condominium Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Lee County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Condominium Unit owners in the same undivided shares as each Condominium Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

26. COVENANTS. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Condominium Unit Owner and claimant of the land identified in Exhibit A attached hereto, or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and lessees shall be bound by all the provisions of this Declaration.

27. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

28. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

29. THE WESTMINSTER GOLF CLUB. Each Condominium Unit Owner has the option to purchase, at the time the Unit Owner enters into a contract to purchase the Condominium Unit, an equity membership in The Westminster Golf Club (the "Golf Club"). The membership certificate in

the Golf Club shall be retained by the Golf Club until the Owner concludes the purchase of the Unit, as evidenced by the delivery of a deed to the Unit to the Owner when and as required by such purchase contract, as same may be amended from time to time. Should the Unit Owner not conclude the purchase of the Unit as evidenced by delivery of such deed, then the membership certificate in the Golf Club may be cancelled by the Golf Club, all in accordance with the contract. The initiation fees and dues and all other fees and charges associated with such memberships are established by, and subject to change without notice at the discretion of the Golf Club owner.

30. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 14, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

31. NOTICE TO INSTITUTIONAL MORTGAGEES. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Condominium Unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

32. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

- (a) Upon written request of an Institutional Mortgagee to the Association, such Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.
- (b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statements of the Association.

DR2778 PG3881

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed in the presence of:

Roger K. Friend
Witness

ROGER K. FRIEND
Printed Name of Witness

Charleen Barnickel
Witness

Charleen Barnickel
Printed Name of Witness

BTSC/SOMERSET, L.C., a Florida Limited Liability Company

By: John J. Naumann
JOHN J. NAUMANN, Manager

Address:

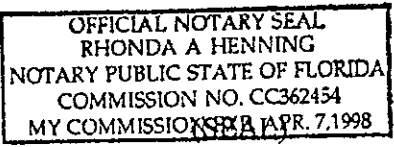
12661 Metro Parkway, Suite A
Fort Myers, Florida 33912

STATE OF FLORIDA

COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN J. NAUMANN, (*one of the following should be checked; if none are checked, he is personally known to me*) who is personally known to me, or has produced as identification, and who did take an oath, and who is known to be the Manager of BTSC/SOMERSET, L.C., a Florida Limited Liability Company, the company named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said company.

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of January, 1997.



Rhonda A. Henning
NOTARY PUBLIC
Rhonda A. Henning
Printed Name of Notary
My Commission Number is: CC362454
My Commission Expires: April, 7, 1998

c:\wpdata\somerset\declaration.doc\0103961

EXHIBIT A
LEGAL DESCRIPTION

Tract 'E', WESTMINSTER PHASE 1-A, according to the plat thereof recorded in Plat Book 57, Pages 52 through 56, of the Public Records of Lee County, Florida.

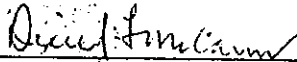
EXHIBIT B

**SURVEY, GRAPHIC DESCRIPTION
AND PLOT PLAN**

**THE SOMERSET AT WESTMINSTER
A CONDOMINIUM**

I hereby certify pursuant to Section 718.104(e) FS, as amended, that the construction of Building A as shown in the attached exhibits is substantially complete including, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving Building A, so that such material together with the provisions of the Declaration of Condominium of the Somerset at Westminster, a Condominium, describing the condominium property is an accurate representation of the locations and dimensions of the common elements and of each unit can be determined from these materials.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.



Richard L. McCarrier
Registered Land Surveyor #3875
State of Florida

08/10/96 10:00:04

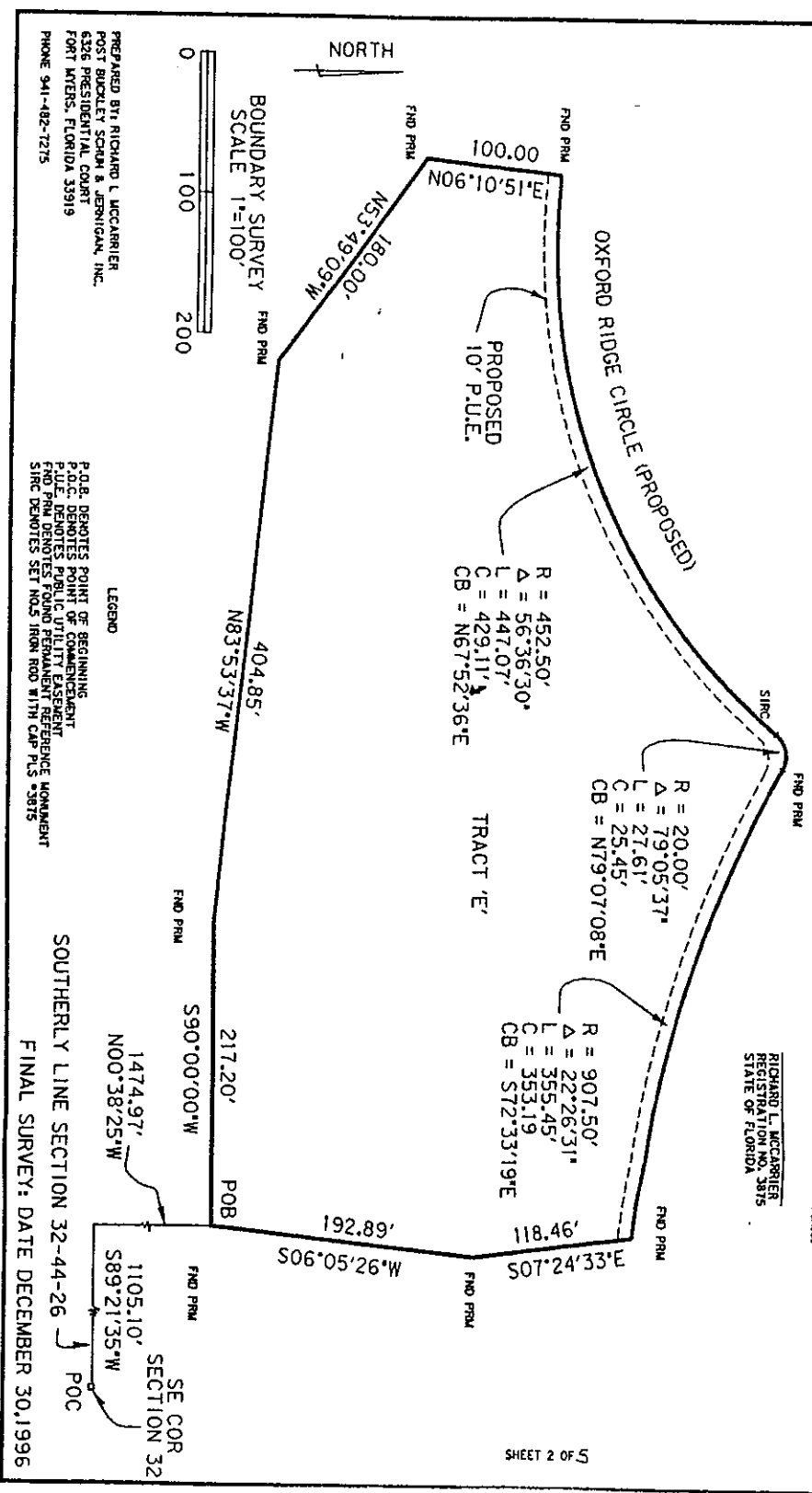
LEGAL DESCRIPTION
 THE SOMERSET AT WESTMINSTER, A CONDOMINIUM
 TRACT E OF THE PLAT OF "WESTMINSTER PHASE 1A"
 AS RECORDED IN PLAT BOOK # 11 PAGES 52-56 OF THE
 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

- 1) BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE SOUTHERLY BOUNDARY OF SECTION 32-44-26 AS S89°27'35"W.
- 2) UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS HAVE NOT BEEN LOCATED OR SHOWN HEREON.
- 3) REPRODUCTIONS OF THIS DRAWING ARE NOT VALID UNLESS THEY ARE MADE FROM THE ORIGINAL DRAWING. IT HAS BEEN EMBOSSED WITH THE RAISED SEAL OF THE UNDERSIGNED.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY OF THE REAL PROPERTY DESCRIBED AS THE SOMERSET AT WESTMINSTER, A CONDOMINIUM. I FURTHER CERTIFY THAT THE SURVEY AND THIS DRAWING WERE PREPARED IN ACCORDANCE WITH CHAPTER 607-6 F.A.C.

RICHARD L. MCCARRIER
 REGISTERED LAND SURVEYOR
 STATE OF FLORIDA



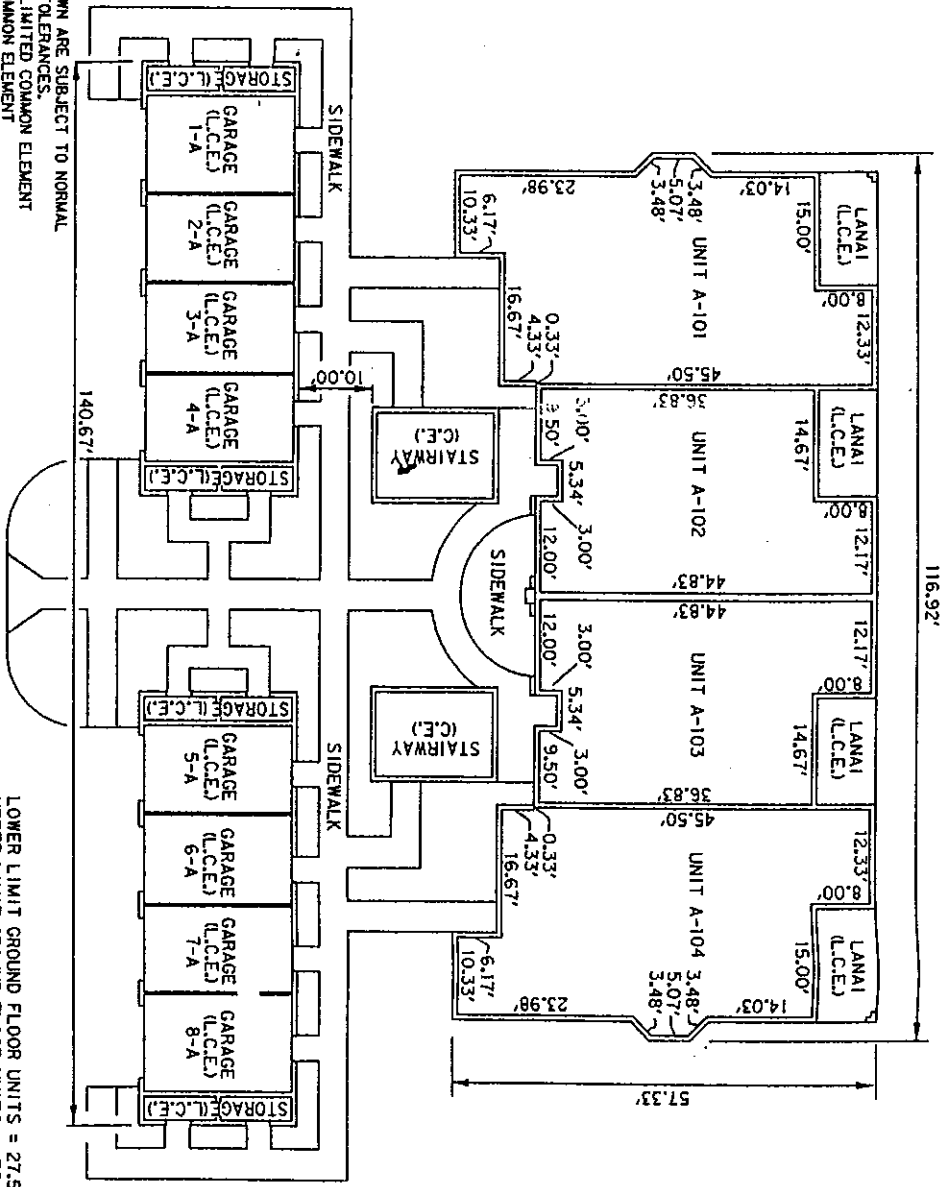
PREPARED BY: RICHARD L. MCCARRIER
 POST BOX 1000
 6326 PRESIDENTIAL COURT
 FORT MYERS, FLORIDA 33919
 PHONE 941-482-7275

LEGEND
 P.O.B. DENOTES POINT OF BEGINNING
 P.O.C. DENOTES POINT OF COMMENCEMENT
 P.U.E. DENOTES PUBLIC UTILITY EASEMENT
 FND PRM DENOTES FOUND PERMANENT REFERENCE MONUMENT
 SIRC DENOTES SET IRON ROD WITH CAP PLUS *SIRTS

SOUTHERLY LINE SECTION 32-44-26
 FINAL SURVEY: DATE DECEMBER 30, 1996

THE SOMERSET AT WESIMINSIEK, A CONDOMINIUM
 GRAPHIC DESCRIPTION OF IMPROVEMENTS
 GROUND FLOOR PLAN - BUILDING A

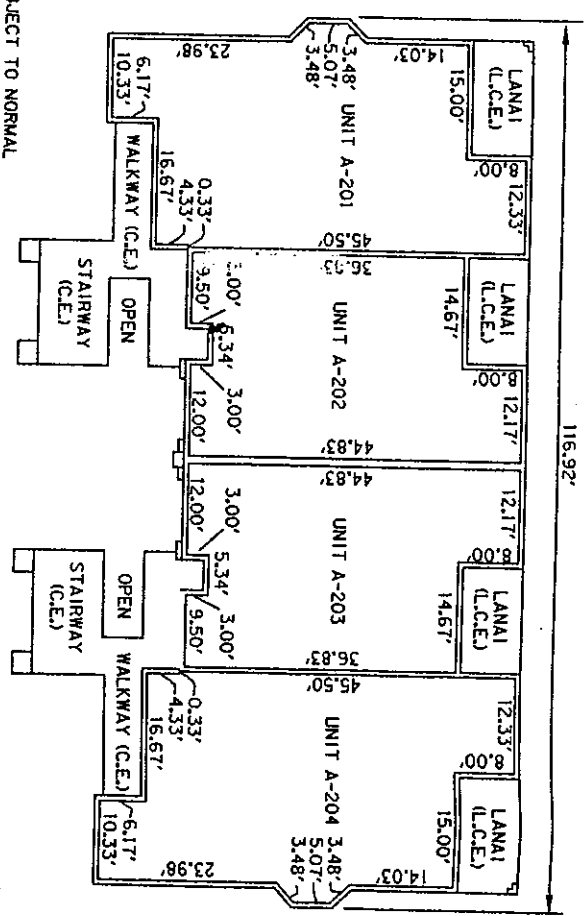
GRAPHIC SCALE
 SCALE 1" = 20'



- NOTES:
- 1) DIMENSIONS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
 - 2) L.C.E. DENOTES LIMITED COMMON ELEMENT
 - 3) C.E. DENOTES COMMON ELEMENT
 - 4) PROPOSED BUILDINGS B, C, D AND E ARE TYPICAL OF THIS BUILDING. UNIT DESIGNATION WILL CONSIST OF BUILDING LETTER AND UNIT NUMBER FOR EACH BUILDING RESPECTIVELY
 - 5) THERE IS NO PREDETERMINED RELATIONSHIP BETWEEN UNIT DESIGNATIONS AND GARAGE DESIGNATIONS

LOWER LIMIT GROUND FLOOR UNITS = 27.50' NGVD
 UPPER LIMIT GROUND FLOOR UNITS = 36.50' NGVD
 FINAL SURVEY: DATE DECEMBER 30, 1996

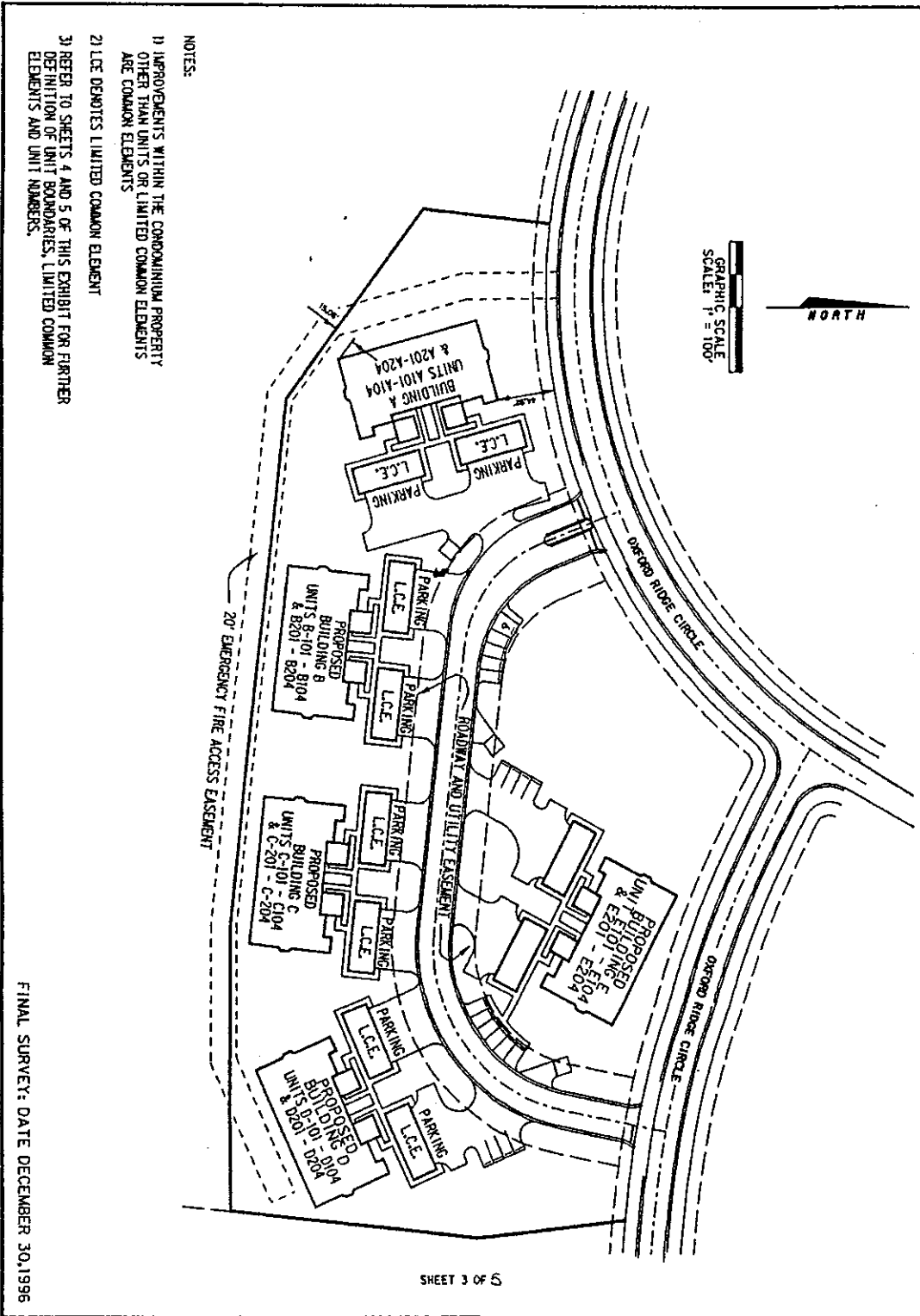
THE SOMERSET AT WESTMINSTER, A CONDOMINIUM
 GRAPHIC DESCRIPTION OF IMPROVEMENTS
 SECOND FLOOR PLAN - BUILDING A



- NOTES:
- 1) DIMENSIONS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
 - 2) L.C.E. DENOTES LIMITED COMMON ELEMENT
 - 3) C.E. DENOTES COMMON ELEMENT
 - 4) PROPOSED BUILDINGS B, C, D AND E ARE TYPICAL OF THIS BUILDING. UNIT DESIGNATIONS WILL CONSIST OF BUILDING LETTER AND UNIT NUMBER FOR EACH BUILDING RESPECTIVELY.

LOWER LIMIT SECOND FLOOR UNITS = 37.33' NGVD
 UPPER LIMIT SECOND FLOOR UNITS = 45.33' NGVD

THE SOMERSET AT WESTMINSTER, A CONDOMINIUM
CONDOMINIUM SITE PLAN



- NOTES:
- 1) IMPROVEMENTS WITHIN THE CONDOMINIUM PROPERTY OTHER THAN UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
 - 2) LCE DENOTES LIMITED COMMON ELEMENT
 - 3) REFER TO SHEETS 4 AND 5 OF THIS EXHIBIT FOR FURTHER DEFINITION OF UNIT BOUNDARIES, LIMITED COMMON ELEMENTS AND UNIT NUMBERS.

EXHIBIT C

ARTICLES OF INCORPORATION

FOR

**THE SOMERSET AT WESTMINSTER
CONDOMINIUM ASSOCIATION, INC.**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 22, 1996, as shown by the records of this office.

The document number of this corporation is N96000000428.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fifth day of January, 1996



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

DR2778 PG3890

ARTICLES OF INCORPORATION

FILED
95 JUL 22 11 00 AM '95

DR2778 PG3891

OF

THE SOMERSET AT WESTMINSTER CONDOMINIUM
ASSOCIATION, INC.

(A corporation not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt, the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC. Its principal place of business and registered office shall be c/o 15750 New Hampshire Court, Suite C, Ft. Myers, Florida 33908. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for THE SOMERSET AT WESTMINSTER, A CONDOMINIUM (the "Condominium"), located in Lee County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall own, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence,

to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors of the Association (the "Board of Directors").

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.
- (l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To select depositories for the Association funds.

(n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Condominium unit owners).

Section 3. Any officer or director of the Association individually or any firm or corporation of which any officer or director of the Association shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

**ARTICLE III - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION**

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, BTSC, LTD., a Florida limited partnership (the "Developer") , shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a Condominium unit shall be a prerequisite to exercising any rights as a member of the Association. A Condominium unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Condominium unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Condominium unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. ~~The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Condominium unit, subject, except as may otherwise be provided in the Declaration of Condominium, to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Condominium unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.~~

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
V. Paul Scoggins	15750 New Hampshire Court Suite C Fort Myers, Florida 33908

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

Name	Office	Address
Jeffrey Milton	President	15750 New Hampshire Court Suite C Fort Myers, Florida 33908
V. Paul Scoggins	Vice President	15750 New Hampshire Court Suite C

Fort Myers, Florida 33908

Gregory Kapfer

Secretary

15750 New Hampshire Court
Suite C

Fort Myers, Florida 33908

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

Name	Address	Term
John J. Naumann	15750 New Hampshire Court Suite C Fort Myers, Florida 33908	1 Year
Jeffrey Milton	15750 New Hampshire Court Suite C Fort Myers, Florida 33908	1 Year
Gregory Kapfer	15750 New Hampshire Court Suite C Fort Myers, Florida 33908	1 Year

Section 3. At the expiration of the term of each initial director his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership of the Association at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board of Directors by reason of death, resignation, or otherwise, a majority of the Board of Directors is authorized to fill the vacancy until the

OR2778 PG3895

DR2778 PG3896

next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board of Directors fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Notwithstanding the foregoing, if the vacancy occurs in the position of a director appointed or elected by the Developer (as defined in Article III) and the Developer retains the right to appoint or elect such director, then the Developer shall fill the vacancy as it sees fit. Furthermore, if a vacancy occurs in the position of a director elected by the members of the Association other than the Developer, then his replacement shall be appointed by those members of the Board of Directors not appointed or elected by the Developer, and if there be none, by the members at a special meeting of the members of the Association called at least in part for the purpose. Directors of the Association elected or appointed to fill vacancies shall hold office for the unexpired term of the director being replaced or until removed as provided in this Article VII.

Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Association member statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Condominium unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary of the Association and filed among the official records of the Association. Upon notice to the Association members, the Board of Directors shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of meetings of the Board of Directors shall be posted. Notice of any meeting in which regular assessments against Condominium 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. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominium business.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and

directors of the Association against any liability asserted against them or incurred by them in their capacity as officers or directors of the Association or arising out of their status as such.

ARTICLE IX - RIGHTS OF DEVELOPER

The Developer of the Condominium shall have full right and authority, but shall not be obligated, to manage the affairs of the Association and Condominium and shall have the exclusive right to remove and elect the directors of the Association (who need not be members) until the following shall occur:

A. When all the Condominium units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

B. When some of the Condominium units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

C. Seven years after recordation of the Declaration of Condominiums;
provided, however, that

D. When fifteen percent (15%) or more of the Condominium Units that will be operated ultimately by the Association and conveyed to owners other than the Developer, the owners of such Condominium Units shall be entitled to elect not less than one-third (1/3) of the Board of Directors;

E. Within three (3) years after fifty percent (50%), or within three (3) months after ninety percent (90%), of the Condominium units that will be operated ultimately by the Association are conveyed to owners other than Developer, the owners of such Condominium units shall be entitled to elect a majority of the Board of Directors;

F. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds at least one (1) Condominium unit for sale in the ordinary course of business.

ARTICLE X - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may only be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE XI - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. Such resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting of the members of the Association shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership in the Association without approval in writing of all members of the Association. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property and any Condominium unit and upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XII - VOTING

Section 1. Each Condominium unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium unit, the vote to Which that unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. If proxies are used at all for such purposes, only limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Condominium unit owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. 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 is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XIII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member of the Association shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.


ARTICLE XIV - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations of the Association be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, V. PAUL SCOGGINS, whose office is located at 100778 New Hampshire, Suite C, Fort Myers, Florida 33908, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed, as of January 12, 1996.



V. PAUL SCOGGINS (SEAL)

DR2778 P63899

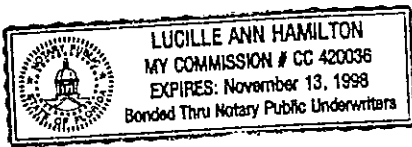
STATE OF FLORIDA

COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared V. PAUL SCOGGINS, (one of the following should be checked; if none are checked, he is personally known to me) ___ who is personally known to me, or ___ has produced ___ as identification and who did not take an oath, and is named in the foregoing instrument and that he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the State and County last aforesaid this 12 day of January, 1996.

(SEAL)



Lucille Ann Hamilton
NOTARY PUBLIC
Lucille Ann Hamilton
Printed Name of Notary
My Commission Number is:
My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for such corporation.

[Signature]
V. PAUL SCOGGINS
Registered Agent

c:\wpdata\somerset\articles.con\

FILED
95 JAN 22 AM 9:29
TALLAHASSEE FLORIDA

DR2778 PG3900

OR2778 PG3901

EXHIBIT D

BYLAWS

FOR

**THE SOMERSET AT WESTMINSTER
CONDOMINIUM ASSOCIATION, INC.**

BYLAWS

OF

THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for Profit)

ARTICLE I. - GENERAL

Section 1. The address and term of existence of THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation. Reference herein to the "Articles of Incorporation" shall mean the Articles of Incorporation of the Association. Reference herein to the "Board of Directors" shall mean the Board of Directors of the Association. Reference herein to "meetings", unless otherwise specified, shall mean meetings of the members of the Association. Reference herein to a "member" or "members", unless otherwise specified herein, shall mean a member or members of the Association. Reference herein to the "Declaration of Condominium" shall mean the Declaration of Condominium of the Association. Reference herein to a "special meeting", unless otherwise specified herein, shall mean a special meeting of the members of the Association. Reference herein to "voting interests" shall mean voting interests of members in the Association. Reference herein to "directors" shall mean the directors of the Board of Directors. All terms used herein but not defined in these Bylaws shall have the meaning set forth the same in the Declaration of Condominium.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II. - MEETINGS

Section 1. All annual and special meetings of the Association shall be held in Lee County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors in the month of March of each and every calendar year subsequent to incorporation of the Association. The meetings shall be held at such time as the Board of Directors shall appoint from time to time. Notice of the meeting, which shall include an identification of agenda items, shall be sent by mail to each member thirty (30) days prior thereto. In addition to such written notice, the Secretary of the Association shall conspicuously post continuous notice of the annual meeting

Amended

at least fourteen (14) days prior thereto on the property of The Somerset at Westminster, a Condominium (the "Condominium"), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed to each member at its address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium, may be called by the President of the Association or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the directors. A special meeting of the members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the Secretary of the Association shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail a meeting notice and copies of the agenda and the proposed annual budget of common expenses of the Association to the members at least fourteen (14) days prior to the meeting at which the budget will be considered. In addition to such written notice, the Secretary of the Association shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget shall be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, upon written application of ten (10) percent of the voting interest to the Board of Directors, the President of the Association shall call a special meeting of the members within thirty (30) days, by delivering not less than ten (10) days written notice to each member. At the special meeting, the members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget shall require a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget shall be adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the Condominium property, shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Robert P. [Signature]

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of the Association of all special meetings, or if the Secretary shall fail to do so, by the President of the Association or Board of Directors, not less than (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the Secretary of the Association shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings.

Section 6. Persons entitled to at least a majority of the voting interests shall constitute a quorum, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum of members is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2 of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote and procedures prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE III. - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

DR2778 PG3905

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings of the Board of Directors may be called by the President of the Association or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Notwithstanding the foregoing, written notice of any meeting of the Board of Directors at which nonemergency special assessments or at which an amendment to the rules regarding Condominium unit use will be considered shall be mailed or delivered to members and conspicuously posted on the Condominium property as provided in Article II, Section 2 above not less than fourteen (14) days prior to the meeting of the Board of Directors. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum of the Board of Directors for the transaction of business, and the act of a majority present at any meeting of the Board of Directors shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each director on the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

DR2 778 PG3906

Section 7. The Board of Directors shall be elected by the members by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet regarding such candidate, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast by members. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election of directors shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

Section 8. These Bylaws shall be subject to the mandatory requirements of the Condominium Act from time to time, including, without limitation, the requirements applicable to recall of a member or members of the Board of Directors imposed by Section 718.112, Florida Statutes as amended from time to time.

ARTICLE IV. - OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of President, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

OR2778 PG3907

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and directors at all reasonable times.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the President.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President. shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each members along with the notice of the annual meeting required in Article II, Section 2 hereof.

ARTICLE V. - MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

Section 1. The Association shall collect from the members their respective shares of the common expenses of the Association in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

Section 2. Regular assessments shall be paid by the members on a quarterly or more frequent basis approved by the membership. In no event shall payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary of the Association shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the notice of assessment for same, and thereafter may bear interest at the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws, the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his Condominium unit due during his ownership, and for the payment of attorney's fees and costs incurred by the Association in connection with the collection of sums due and the enforcement of any lien held by the Association with respect thereto.

ARTICLE VI. - AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the Condominium units and of the common elements of the Condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the Condominium units and the common elements of the Condominium, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of Condominium units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending member a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) or each day of a continuing violation, provided that no such fine

shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and, the Association's attorney's fees. If the Association elects to enforce its lien for foreclosure, the member may be required to pay a reasonable rent for his Condominium unit during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment) of the provisions of the Declaration of Condominium these Bylaws, the Rules and regulations of the Association or the Articles of Incorporation, the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other Condominium unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

ARTICLE VII. - ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year; provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of common expenses of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), Florida Statutes.

Section 3. In addition to annual operating expenses of the Association, the budget shall include reserve accounts for capital, expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the Condominium unit owners. These accounts shall include, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item.

ARTICLE VIII. - SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX. - AMENDMENT

Amendments to these Bylaws shall require not less than a two-thirds vote of the voting interest.

ARTICLE X. - ARBITRATION

Any matter of controversy or dispute arising from the operation of the Condominium between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory nonbinding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida.

The foregoing constitute the first Bylaws of THE SOMERSET AT WESTMINSTER CONDOMINIUM ASSOCIATION, INC., and were duly adopted at the first meeting of the Board of Directors held on January 3rd, 1997.

c:\wpdata\somerset\bylaw.con\010297\

EXHIBIT 4

SUMMARY OF USE RESTRICTIONS

SUMMARY OF USE RESTRICTIONS

All capitalized terms used herein shall have the same meaning given such terms in the Declaration of Condominium for THE SOMERSET AT WESTMINSTER, A CONDOMINIUM (the "Declaration") unless expressly set forth to the contrary in this Summary of Use Restrictions. A summary of specific restrictions contained in the Declaration regarding Condominium Unit Owners and use of the Condominium Property are as follows:

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

1. Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons residing in the Condominium Unit.
2. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Condominium Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure for ground maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner or its lessees will be permitted outside the confines of such owner's Condominium Unit.
3. No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.
4. Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.
5. Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

6. No owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

7. Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

8. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

9. All damage to the Condominium Property caused by the moving and/or carrying of articles therein or therefrom, shall be paid by the Condominium Unit Owner responsible for such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by the moving and/or carrying articles therein.

10. Soliciting is strictly forbidden. It is requested that Condominium Unit Owners notify the Association if a solicitor appears and appropriate action will be taken.

11. No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the rights of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

12. Each Condominium Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Condominium Units, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

13. Each Condominium Unit Owner or resident shall allow the Association to enter his Condominium Unit during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include the Limited Common Elements) or to another Condominium Unit or Condominium Units.

14. Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Condominium Unit or the garage included in the Limited Common Elements for such Condominium Unit, except by a plumber or electrician licensed in Lee County, Florida.

15. All garbage and trash containers shall be located within designated enclosed areas in such a manner as to be out of view of the street and neighboring and adjacent Condominium Units.

16. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted on the Condominium Property except as approved by the Board of Directors in writing. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

17. All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of the Declaration.

18. Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Board of Directors.

19. Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

20. Commonly accepted household pets such as dogs, cats and pet birds may be kept by a Condominium Unit Owner but not by tenants of a Condominium Unit; provided, however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained in the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept on the Condominium Property.

21. A change in the design, material or location of exterior mail boxes must first be approved in writing by the Board of Directors.

22. No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

23. The design, color and specifications of any hurricane or storm shutters must be approved by the Board of Directors prior to installation.

24. Personal property of a Condominium Unit Owner including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Condominium Unit or the garage for his Condominium Unit except when in use.

25. The design, color and specifications of any screen doors must be approved by the Board of Directors prior to installation.

~~The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements, and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration and Exhibits thereto.~~

c:\wpdata\somerset\summaryu.res\JYC:cjsn\030496\95-269\

EXHIBIT 5

RULES AND REGULATIONS

RULES AND REGULATIONS

THE SOMERSET AT WESTMINSTER, A CONDOMINIUM

All capitalized terms used herein shall have the same meaning given such terms in the Declaration of Condominium for THE SOMERSET AT WESTMINSTER, A CONDOMINIUM (the "Declaration") unless expressly set forth in these Rules and Regulations. The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all Condominium Unit Owners. The Condominium Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other Condominium Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the Condominium Unit Owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS FOR THE CONDOMINIUM ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the officers of the Association.

1.2 Violations will be called to the attention of the violating Condominium Unit Owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The Common Elements of the Condominium are for the exclusive use of Association members, their families, lessees, resident house guests and guests accompanied by a member. Any damage to the

Common Elements caused by any Condominium Unit Owner or his lessees or guests shall be repaired at the expense of the subject Condominium Unit Owner.

3. USE RESTRICTIONS

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons residing in the Condominium Unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. No Unit Owner shall be permitted to park more than one (1) vehicle for personal use in the common parking spaces. The Condominium Unit Owners agree to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods of actual construction or repair of a structure for ground maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Condominium Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Condominium Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Condominium Unit Owner or its lessees will be permitted outside the confines of such owner's Condominium Unit.

(c) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

(d) Each Condominium Unit Owner shall maintain his Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his Condominium Unit, and each Condominium Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Condominium Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(e) Each Condominium Unit Owner shall maintain his Condominium Unit in a clean and sanitary manner.

(f) No owner or resident of a Condominium Unit may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends,

guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or owners of the Condominium Property.

(g) Each Condominium Unit Owner may identify his Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(h) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

(i) All damage to the Condominium Property caused by the moving and/or carrying of articles therein or therefrom shall be paid by the Condominium Unit Owner responsible for such articles. The Association may require the Condominium Unit Owner to deposit funds with the Association as security for any damage caused by the moving and/or carrying of articles therein or therefrom.

(j) Soliciting is strictly forbidden. It is requested that Condominium Unit Owners notify the Association if a solicitor appears and appropriate action will be taken.

(k) No owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the rights of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit or its lessees commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(l) Each Condominium Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Condominium Units, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Condominium Unit Owner's property by, through, or under him do likewise.

(m) Each Condominium Unit Owner or resident shall allow the Association to enter its Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair, and/or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include the Limited Common Elements) or to another Condominium Unit or Condominium Unit.

(n) Condominium Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Condominium Unit except by a plumber or electrician licensed in Lee County, Florida.

(o) All garbage and trash containers shall be located within designated enclosed areas in such a manner as to be out of view of the street and neighboring and adjacent Condominium Units.

(p) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(q) All alterations, modifications and improvements of the Condominium Units shall be made only after prior written approval of the Board of Directors as set forth more fully in Paragraph 17 of the Declaration.

(r) Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Board of Directors.

(s) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(t) Commonly accepted household pets such as dogs, cats and pet birds may be kept by the Condominium Unit Owner but not by tenants of the Condominium Unit; provided, however, such pets must be kept in reasonable numbers and the aggregate weight of such pets must not exceed thirty (30) pounds. All animals shall be contained on the Owner's Condominium Unit and shall not be permitted to roam free. No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept on the Condominium Property.

(u) A change in the design, material or location of exterior mail boxes must first be approved in writing by the Board of Directors.

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(w) The design, color and specifications of any hurricane or storm shutters must be approved by the Board of Directors prior to installation.

(x) Personal property of a Condominium Unit Owner including bicycles, motorcycles, mopeds, golf carts and similar items shall be kept in the Owner's Condominium Unit or the garage for his Condominium Unit except when in use.

(y) The design, color and specifications of any screen doors must be approved by the Board of Directors prior to installation.

BY ORDER OF THE BOARD OF DIRECTORS OF SOMERSET AT WESTMINSTER
CONDOMINIUM ASSOCIATION, INC.

c:\wpdata\somerset\rules&re.doc\JYC:cjsn\030496\95-269\

EXHIBIT 12

**FREQUENTLY ASKED
QUESTIONS AND ANSWERS SHEET**

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

THE SOMERSET AT WESTMINSTER
CONDOMINIUM ASSOCIATION, INC.

As of January 1, 1996

Name of Condominium Association _____

(date)

Q: What are my voting rights in the Condominium Association?

A: The owner or owners of a single condominium unit shall collectively be entitled to one vote for that condominium unit, since there are 40 units you will have a 1/40th vote.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: There are restrictions on noise, commercial vehicles, signs, pets and a number of other use restrictions set forth in Paragraph 23 of the Declaration of Condominium and Exhibit 6 of the Prospectus.

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Condominium units may not be leased for a period less than the period required in order for the condominium property to avoid being classified as a "public lodging establishment" as defined by Chapter 509, Florida Statutes, nor shall any condominium unit be leased for a period of less than twenty-eight (28) days.

Q: How much are my assessments to the Condominium association for my unit type and when are they due?

A: The monthly assessment per unit is \$143.10, the quarterly assessment per unit in the Condominium is \$429.30, and the annual assessment per unit is \$1,717.20. Assessments are due on the first day of each and every calendar quarter.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: Each unit owner is required to be a member of The Westminster Community Association, Inc. (the "Community Association") and shall be entitled to one vote in the Community Association for each condominium unit owned. The annual assessment of the Community Association for each unit in the Condominium is, as of the date hereof, \$600.00, but such assessments can be amended at any time by the Community Association.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: Members are not required to pay any fees for recreational or commonly used facilities except those due to the Community Association unless they elect, at the time of their execution of a contract for their unit, to apply for a membership in The Westminster Golf Club.

Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: No.

NOTE: **THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.**

EXHIBIT 13

NARRATIVE DESCRIPTION OF EASEMENTS

Easement Narrative

Somerset at Westminster, a Condominium

- 1) Upon recordation of the Plat of "Westminster Phase 1A" there will be an existing 10 foot wide public utility easement affecting the portion of the condominium property which abuts proposed private streets on the North and East sides.
- 2) Other proposed easements to provide common element facilities to the condominium phases will consist of Phase F "Roadway and Utility Tract". It is anticipated that utilities to be constructed within this tract will include water, sewer, electric, telephone and cable television facilities. In addition, it may be necessary to provide easements from the utility corridor to the point of service for each building (i.e. water meter, electric transformer etc.)

()

()

()

EXHIBIT E

JOINDER AND CONSENT OF MORTGAGEE

OR2 778 PG3911

JOINDER AND CONSENT OF MORTGAGEE

THIS JOINDER AND CONSENT is given and made this 31 day of December, 1996, on behalf of the NATIONSBANK, N.A. (SOUTH), a National Banking Association ("Mortgagee"), being the owner and holder of the mortgage dated May 3, 1996 and recorded June 6, 1996, in Official Records Book 2713, Pages 922 through 954, inclusive; and as further secured by a UCC-1 Financing Statement recorded in Official Records Book 2713, Pages 955 through 959, inclusive, both of the Public Records of Lee County, Florida, securing the original principal amount of \$2,200,000.00, Florida, all given by BTS CONSTRUCTION CORPORATION, a Florida Corporation and BTSC/SOMERSET, L.C., a Florida Limited Liability Company ("Mortgagor").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of The Somerset at Westminster, a Condominium (the "Declaration").

NOW, THEREFORE, Mortgagee joins in and consents to the recordation of the Declaration.

IN WITNESS WHEREOF, NATIONSBANK, N.A. (SOUTH), a National Banking Association has caused these presents to be duly executed by its duly authorized officer this 31 day of December, 1996.

WITNESSES:

Kenneth A. Graham
Deborah L. Rossini

MORTGAGEE:

NATIONSBANK, N.A. (SOUTH), a National Banking Association

BY: *William B. Spearman*
WILLIAM B. SPEARMAN, Vice President

(CORPORATE SEAL)

Address:

13099 South Cleveland Ave., Suite 310
Ft Myers, FL 33907-3835

97 JAN -6 PM 3:05

OR2778 PG3912

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM B. SPEARMAN, (one of the following should be checked; if none are checked, he is personally known to me) who is personally known to me, or has produced _____ as identification, and who did not take an oath, and who is known to be a Vice President of NATIONSBANK, N.A. (SOUTH), a National Banking Association, the corporation named in the foregoing instrument and that he acknowledged executing the same, 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 hand and official seal in the State and County last aforesaid this 31 day of December, 1996.



(SEAL)

Deborah L. Roisum
NOTARY PUBLIC

Deborah L. Roisum
Printed Name of Notary
My Commission Number is: CC 324311
My Commission Expires: 11-22-97

This instrument prepared by:

JANE YEAGER CHEFFY, Attorney at Law
2375 Tamiami Trail North, Suite 207
Naples, Florida 34103
Phone: (941) 263-1130
Fax: (941) 263-3827

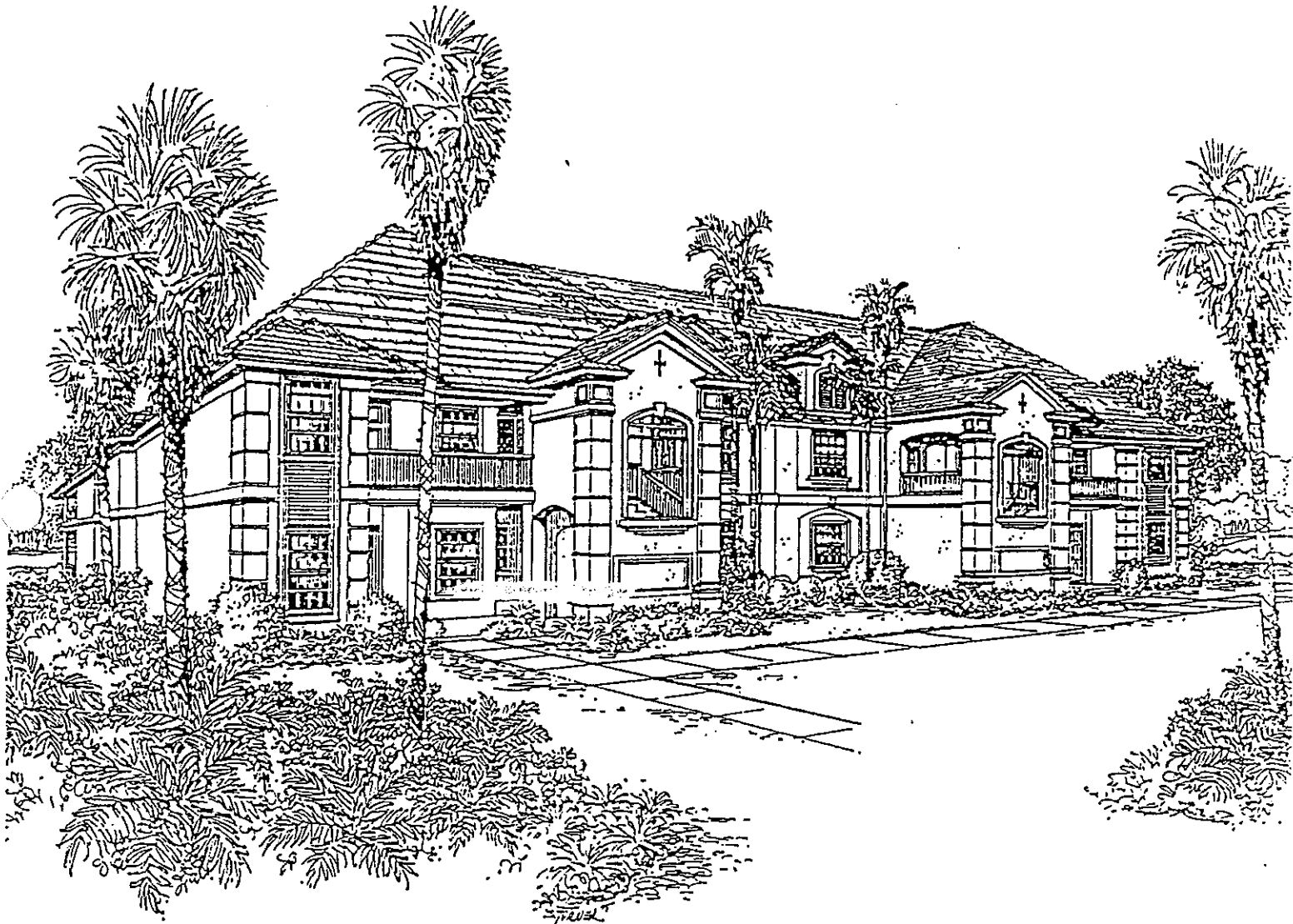
d:\wpdata\somerset\joinder.doc

EXHIBIT 2

FLOOR PLANS



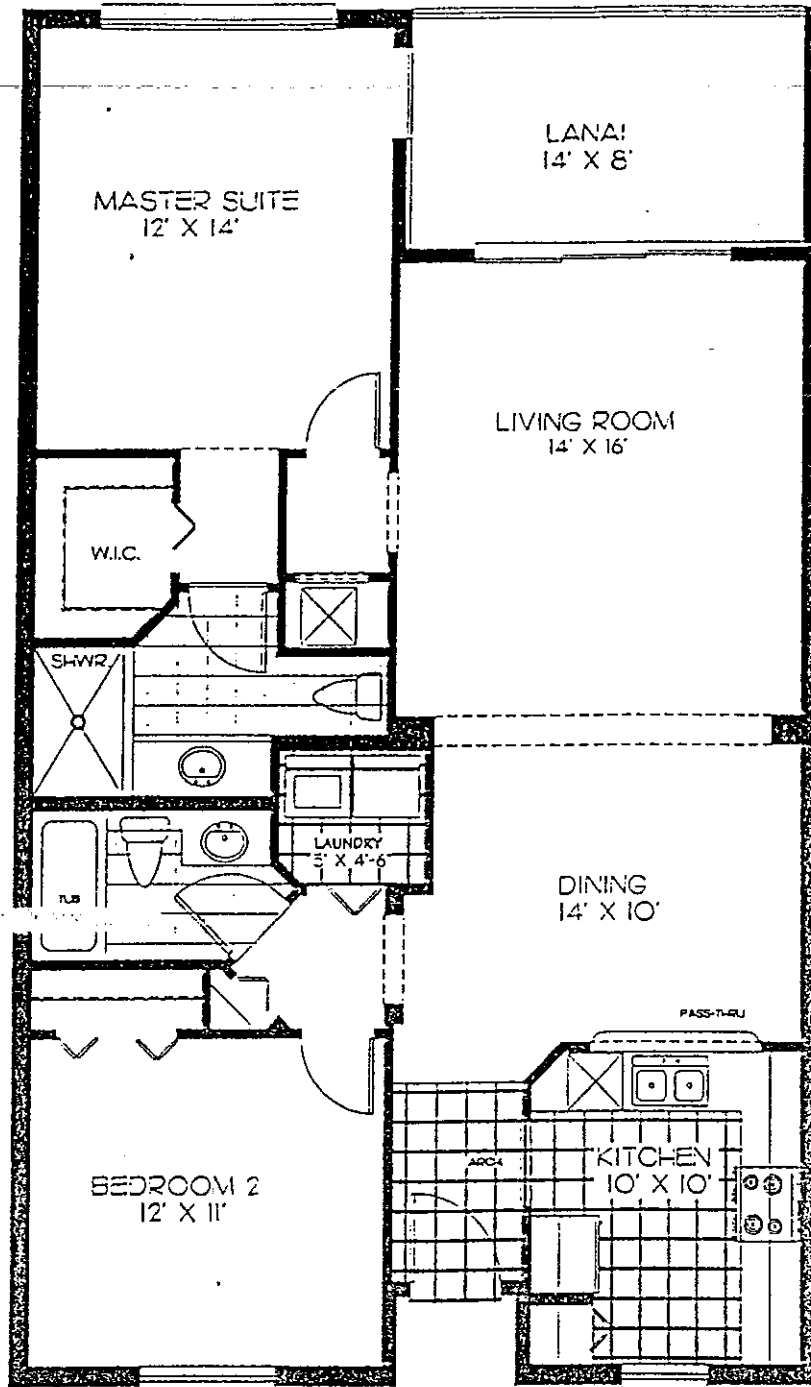
WESTMINSTER
GOLF CLUB COMMUNITY



The Somerset Condominiums

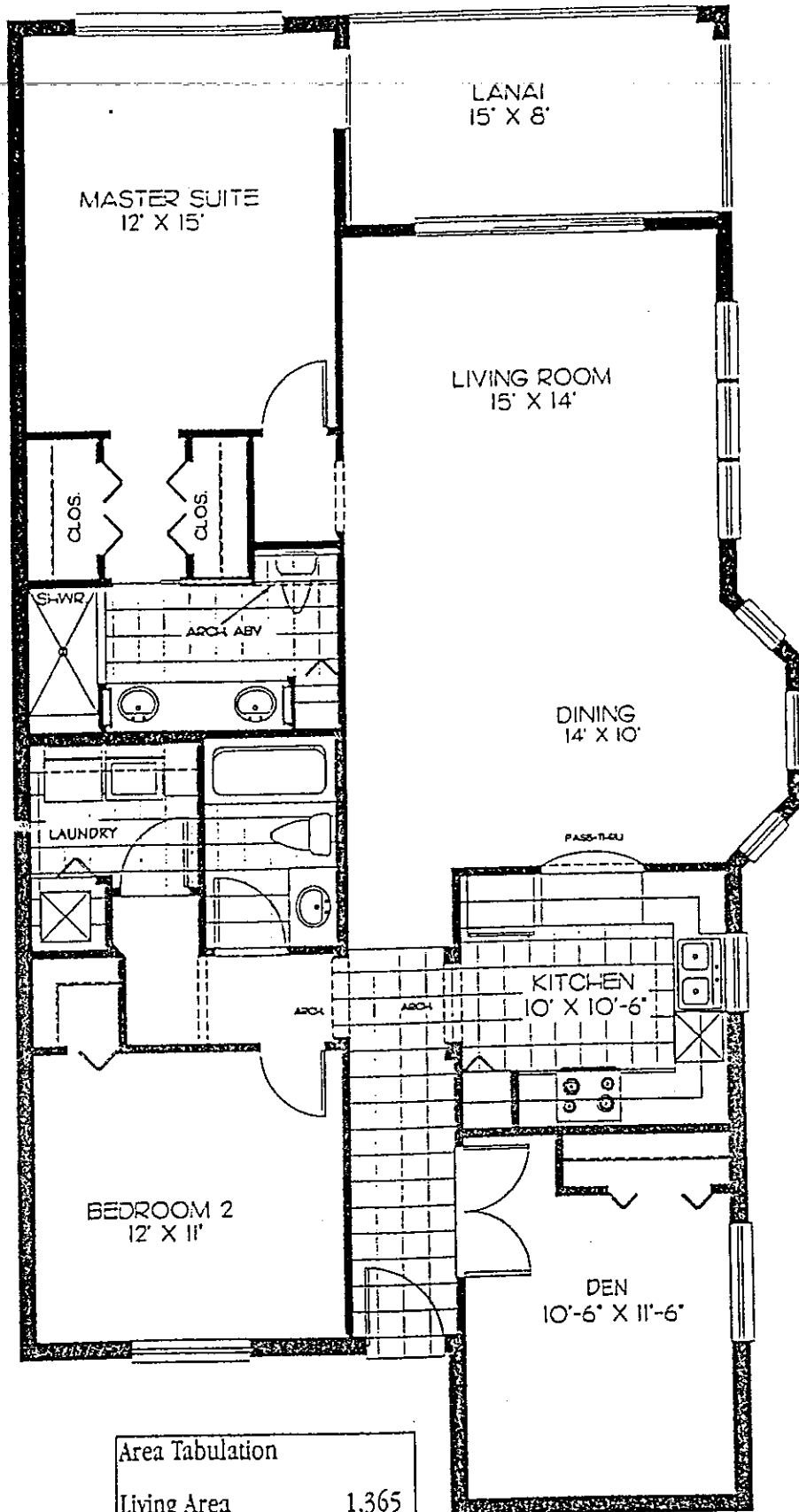


The Devonshire



Area Tabulation	
Living Area	1,106
Entry	12
Lanai	107
Total	1,225

The Brighton



Living Area	1,365
Lanai	118
Total	1,483

EXHIBIT 3

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE WESTMINSTER COMMUNITY ASSOCIATION, INC.
TOGETHER WITH 1996 BUDGET**

19.50K

This Instrument Prepared by:
William I. Livingston
President
Lehigh Corporation
201 East Joel Boulevard
Lehigh, FL 33936

4089856

OR2778 PG3913

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: TRENT A. VOGES, D.C.

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE SOMERSET AT WESTMINSTER CONDOMINIUM TRACT E**

WESTMINSTER LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant"), has executed a Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community Association, Inc. (the "Declaration"), and has recorded the Declaration in Official Records Book 2167, Pages 3249, et. seq., of the Public Records of Lee County, Florida. Declarant is owner of various parcels of real property which are included within the land subject to the Declaration, which parcels are described on Exhibit "A" hereof (The Somerset at Westminster Condominium Tract E).

The Developer of The Somerset at Westminster, a Condominium, (BTSC/Somerset, Inc. a Florida Corporation has executed a Declaration of Condominium for The Somerset at Westminster which has been recorded in Official Records Book 2778, Pages 3853 et seq. of the Public Records of Lee County, Florida. Such Declaration is the primary reference in all matters concerning The Somerset at Westminster Condominium.

Declarant desires to impose additional restrictions on The Somerset at Westminster Condominium Tract E and hereby declares that The Somerset at Westminster Condominium Tract E shall be held, sold and conveyed subject to the Declaration and the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of The Somerset at Westminster Condominium Tract E and shall run with the land and shall bind all parties having any right, title or interest in The Somerset at Westminster Condominium Tract E or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

All terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II
MINIMUM SQUARE FOOTAGE REQUIREMENTS**

Section 1. All residential units constructed within Westminster fall under the jurisdiction of the Westminster Design Review Guidelines and the NCC.

Section 2. Any Residential Unit within The Somerset at Westminster Condominium Tract E within Westminster shall contain not less than 1225 square feet of liveable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces, or patios).

Section 3. Notwithstanding the provisions of Section 1 and Section 2 above, any Residential Unit within a portion of The Somerset at Westminster Condominium Tract E which is hereinafter made a part of The Somerset at Westminster Condominium Tract E shall contain the amount of space as hereafter provided by the amendment to this Supplemental Declaration which pertains to such property.

**ARTICLE III
The Somerset at Westminster Condominium Tract E
SUBDISTRICT AND ELECTORAL DISTRICT**

Section 1. The Somerset at Westminster Condominium Tract E shall constitute a Subdistrict (the "The Somerset at Westminster Condominium Tract E Subdistrict") as provided for in Article I, Section 30, of the Declaration.

Section 2. The Somerset at Westminster Condominium Tract E Subdistrict shall constitute an Electoral District as provided in Article I, Section 11 of the Declaration.

**ARTICLE IV
The Somerset at Westminster Condominium Tract E
SUBDISTRICT SPECIAL PROPERTY AND FEATURES**

Section 1 The following areas designated as The Somerset at Westminster Condominium Tract E Special Property and Features, are defined as recorded in Westminster Phase 1 - A Plat as recorded in the Public Records of Lee County in Plat Book 57 Pages 52-56.

Section 2. The Somerset at Westminster Condominium Tract E Special Property and Features shall be owned and maintained by the Association primarily for the common benefit and enjoyment of Owners of Residential Units within The Somerset at Westminster Condominium Tract E.

Section 3. The cost for maintaining The Somerset at Westminster Condominium Tract E Special Property and Features shall be assessed as a Subdistrict Assessment against only Owners of Residential Units within The Somerset at Westminster Condominium Tract E, as provided for in Article IV, Section 1 and Article X, Section 1, of the Declaration.

ARTICLE V
AMENDMENT

OR2778 PG3915

~~Section 1.~~ This Supplemental Declaration is in addition to and not in lieu of the Declaration, and in the event of any conflict between the provisions of this Supplemental Declaration and the Declaration, the more restrictive shall apply.

Section 2. This Supplemental Declaration may be amended at any time, and from time to time, upon approval of Owners of a majority of the Residential Units subject hereto and the Declarant, so long as the Declarant owns any property subject to the Declaration, for the purpose of reducing the minimum square footage requirement with respect to any Residential Unit under Article II hereof and for the purpose of removing any of the covenants, conditions, restrictions and easements contained herein. Any such amendment shall be executed by the Declarant and shall be effective upon recording in the Public Records of Lee County, Florida.

Section 3. Additional land within Westminster may be subjected to this Supplemental Declaration by amendment hereto by approval of the Declarant, with no additional approvals required.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 9th day of January, 1996.

DECLARANT:

WESTMINSTER LIMITED PARTNERSHIP,
a Florida Limited Partnership

By: BTS Development Corporation,
General Partner

Rhonda Henning
Witness Rhonda Henning

Susan Reuffer
Witness Susan Reuffer

By: [Signature]
John Naumann
Title: President

STATE OF FLORIDA

97 JAN -6 PM 3: 05

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of January, 1996, by John Naumann, President of BTS Development Corporation, general partner of Westminster Limited Partnership, a Florida limited partnership, on behalf of the limited partnership. He is personally known to me.

My Commission Expires:

OFFICIAL NOTARY SEAL
RHONDA A HENNING
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC362454
MY COMMISSION EXP. APR. 7, 1998

Rhonda A Henning
Notary Public
Rhonda A. Henning
Name of Notary
CC 362454
Commission Number

OR2778 PG3916

*AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
THE SOMERSET AT WESTMINSTER, A CONDOMINIUM*

The Declaration of Condominium of *THE SOMERSET AT WESTMINSTER, A CONDOMINIUM* shall be amended as shown below.

NOTE: New language is underlined; language being deleted is shown in ~~strike-through~~ type.

16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration and/or the ByLaws.

(b) Common expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property, assessments payable to any other homeowners, or condominium association or other association for the maintenance, repair and/or replacement of roads, sand dunes or other improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as, to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 19, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Condominium Unit Owner concerned), charges for utility water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements except as described in Subparagraph 17(b) of this Declaration, expenses and liability incurred by the Association in and about the Enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies, and all other expenses declared by the Board of Directors of the Association to the Common Expenses from

time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Condominium Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Condominium Unit Owners in the portions or shares set forth in Paragraph 10 and 11 hereinabove. Assessments shall be payable quarterly or in such other installments and at such other times as may be fixed by the Board of Directors from time to time.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Condominium Unit owners shall designate when they are due and payable.

~~(f) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest shall be secured by a lien against the Condominium Unit, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument, except with respect to a first mortgage of record encumbering a Condominium Unit, in which case the lien shall be effective from and after the recordation of a claim of lien, which shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except as otherwise provided herein.~~

~~(g) In addition to the lien rights set forth hereinabove, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.~~

~~(h) A Unit Owner, regardless of how the Unit Owner's title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Unit Owner may have to recover from the previous owner the amounts paid by the successor Unit Owner. However, the liability of the holder of a first mortgage of record or its successor or assignees (collectively, the "Acquirer") who acquired title to a Condominium Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of (i) the Condominium Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The provisions of the immediately preceding sentence shall not apply, however, unless the first~~

~~mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association shall not be required if, on the date the complaint was filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The Acquirer shall pay the amount owned to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Unit and proceed in the same manner as provided in this Declaration for the collection of unpaid assessments. Any assessment amounts for which an Acquirer is not liable shall be deemed to be common expenses collectable from all of the owners of Condominium Units, including such Acquirer of the Condominium Units, and his or her successors or assigns. The Acquirer and/or his or her successors or assigns shall thereafter be obligated to pay that share of the common expenses and assessments attributable to the Condominium Unit after the Acquirer obtains title to the Condominium Unit.~~

~~(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.~~

~~(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the budget for the Condominium since the Developer guarantees to each Condominium Unit Owner that assessment of Common Expenses of the Condominium imposed upon the Condominium Unit Owner other than the Developer will not exceed \$143.10 per Unit per month, or \$429.30 per quarter or \$1,717.20 per Unit per year for the period commencing with the recording of this Declaration and continuing until the earlier of the expiration of twenty four (24) months from the date of conveyance of the first Unit to be conveyed to a purchaser other than the Developer, or until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer. During such period, the Developer will pay to the Association that amount of Common Expenses incurred during such period to the extent in excess of that portion of Common Expenses assessed against other Condominium Unit Owners in accordance with this Declaration, as may be limited above in this Subparagraph 16(j). After the initial 24-month guarantee period, the Developer has an option to extend the guarantee for two additional twelve month periods.~~

(f) Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he/she is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his/her share of the common expenses including attorney's fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit for which the assessments are made.

(g) Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors up to the maximum allowed by law. The Board may accelerate unpaid assessments in the manner

prescribed by law. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment the condominium parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(h) Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

(i) Appointment of Receiver to Collect Rental. Notwithstanding any other remedy available to the Association under this Declaration, the By-Laws, or applicable law, the Association shall have the following options when payment of assessments are in default (more than thirty days in arrears). The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to owner) from units in default to be paid directly to the Association until all outstanding assessments, interest, costs and attorney's fees and receiver's fees if applicable are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suitor otherwise to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

(j) First Mortgagee. The priority of the Association's lien and the obligation for payment of past due assessments in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2001), as amended from time to time.

(k) Possession of Unit. Any person who acquires an interest in a Unit, except First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and

other charges due and owing by the former Owner, if any, have been paid. Possession shall be subject to all other Association requirements pertaining thereto.

(l) Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him/her with respect to his/her Unit.

(m) Lien For Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses created herein. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall unit owner alterations or items of unit owner maintenance responsibility in connection with the Association's discharge of its common element maintenance responsibilities. The lien for charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the common expense lien.

21. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. In order to insure a community of congenial residents and thus protect the value of the Condominium Units, the sale, leasing, rental and transfer of Condominium Units by an owner thereof shall be subject to the following provisions:

~~(a) — Conveyances, Sales and Transfers. No Condominium unit shall be sold, transferred or conveyed except in accordance with the following provisions:~~

~~(1) — The Owner of a Condominium Unit intending to make a bona fide sale of the unit or any interest therein shall give to the Association a written notice of the intention to sell, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require, and the term of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Owner that he believes the proposal to be bona fide in all respects.~~

~~(2) — No sale, transfer, or conveyance shall be valid without the approval of the Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser and made a part of the documents of conveyance.~~

~~(3) — Failure of the Association to act in thirty (30) days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.~~

~~(4) — The provision of this Paragraph 21(a) shall apply to original and successive sales, transfer and assignments.~~

~~(5) No unit shall be sold, nor shall approval be given for the same, until and unless all assessments past due are paid or their payment provided for to the satisfaction of the Association.~~

~~(6) Should any Condominium Unit at any time become subject to a mortgage given and held in good faith and for value to an Institutional Mortgagee, the Institutional Mortgagee, upon becoming the owner of the Unit through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, or otherwise dispose of the Unit, without complying with the provisions of this Paragraph 21(a); provided, however, that in all other respects the provisions of this Declaration and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements and Limited Common Elements or appurtenances of said Unit. Once the Institutional Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomever, the provisions of this Paragraph 21(a) shall again be fully effective with regard to subsequent sales or conveyances of the Unit.~~

~~(b) Leasing Restrictions. No Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Chapter 509, Florida Statutes, nor shall any Condominium unit be leased for a period of less than twenty eight (28) days nor shall any Condominium Unit be used or sold on a "time share basis".~~

~~(c) Purchaser or Lessee. A Condominium Unit may be owned or leased by one or more persons or by a corporation, association, partnership, or trust.~~

(a) Leases. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of thirty (30) days (or one month) and for a maximum period of one (1) year.

(1) Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The

Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

(2) Tenant Conduct, Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

(3) Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2001) as amended from time to time.

(4) Approval Process, Disapproval. Any unit owner intending to lease his unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the tenant interview (if required), by sending written notification to the unit owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

(i) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

(ii) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

(iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

(iv) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

(v) All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

(5) Liability. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

(6) Association Fee. The unit owner or lessee seeking approval of a lease of a unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

(b) MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit owner covenants to observe:

(1) Forms of Ownership:

(i) Ownership By Individuals. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

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

Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Lee County, Florida.

(iii) 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 a short-term or transient accommodations for several individuals or families or used as a "perk" for guests of units owned by business entities, religious or charitable organizations, and the like. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Lee County, Florida.

(iv) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such unit, and occupancy of the unit shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, 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.

(2) Transfers Subject to Approval.

(i) Sale or Other Transfer. No unit owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No unit owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

(ii) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

(iii) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. 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. Approval

to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

(iv) Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Board of Directors. 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 below.

(3) Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

(i) Notice to Board of Directors.

(1) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed unit occupants. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

(2) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require (including that set forth in Article 21(b)(3)(i)(1) hereof), and a certified copy of the instrument evidencing the owner's title.

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

(ii) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

(2) Gift, Devise or Inheritance; other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors,

including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

(3) Approval of Occupant. If the Unit owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

(4) Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

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

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

(2) The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

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

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association.

except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(2) The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Lee County, Florida, at the expense of the Unit owner.

(iii) Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

(2) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

(3) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or owner;

(5) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(6) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(7) All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall not be made.

(5) Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

(6) Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.