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**CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF CONDOMINIUM OF WINDSOR WEST AND
ARTICLES OF INCORPORATION AND BYLAWS OF
WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President and Secretary, respectively, of **WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, do hereby certify that all the resolutions set forth below were approved evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium, Windsor West, as originally recorded at O.R. Book 1360, Page 2211 et seq., Public Records of Lee County, Florida, and the Articles of Incorporation and Bylaws of the corporation.

1. The following resolution was approved by not less than seventy-five percent (75%) of the members in accordance with the provisions contained in the Declaration of Condominium.

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

2. The following resolution was approved by not less than two-thirds (2/3's) of the members of the Association in accordance with the provisions contained in the Bylaws.

RESOLVED: That the Bylaws of Windsor West Condominium Association, Inc., be and are hereby amended and restated, and the Amendment to the Bylaws are adopted in the form attached hereto as Exhibit "B", and made a part hereof; and

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

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Dated this 25 day of Sept., 1996.

Mare Pontustano
Witness

Angelo Avella
Witness

WINDSOR WEST CONDOMINIUM
ASSOCIATION, INC.

By: Heraclides T. Avella
Treas. , President

Attest:

Secretary

^{Pennsylvania}
STATE OF FLORIDA
COUNTY OF LEE ^{Chester}

The foregoing instrument was acknowledged before me this 25 day of
Sept, 1996, by Heraclides T. Avella ^{Treasurer}, President of Windsor
West Condominium Association, Inc., a Florida corporation, on behalf of the
corporation. He/She is personally known to me or has produced
Drivers License as identification and did not take an oath.

(Notary Seal)

Rosalie J. Censurato
Signature of Notary Public

(Print, type or stamp commissioned name of
Notary Public)

Commission No: _____

NOTARIAL SEAL
ROSALIE J. CENSURATO, Notary Public
West Chester, Chester County
My Commission Expires May 4, 1998

This instrument prepared by:

Christopher J. Shields
PAVESE, GARNER, HAVERFIELD,
DALTON, HARRISON & JENSEN
1833 Hendry Street
Post Office Drawer 1507
Fort Myers, Florida 33902

This Instrument Prepared By:

Christopher J. Shields, Esquire
PAVESE, GARNER, HAVERFIELD, DALTON,
HARRISON & JENSEN
1833 Hendry Street
Fort Myers, Florida 33901
(941) 334-2195

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
WINDSOR WEST CONDOMINIUM
FORT MYERS, FLORIDA

(Substantial Rewording, Please Refer to Original Declaration, Recorded in O.R. Book 1360 at Page 2230 for Original Text.)

The Association, as representatives of the owners of units in Windsor West Condominium, pursuant to the amendment powers contained in the Condominium Declaration, after proper notice and discussion, and after recommendation by the Board of Directors for the Condominium and after receiving an affirmative vote of not less than seventy-five (75%) percent of the Membership Interests, file this Restated Condominium Declaration, executed by the President and Secretary of Windsor West Condominium Association, Inc. revising the Condominium Declarations for Windsor West.

1. **CONFIRMATION OF PRIOR STATEMENT OF CONDOMINIUM**

SUBMISSION: The owners of units of Windsor West Condominium do hereby confirm the submission statement of Condominium as reflected in the recording of the original Declaration of Condominium dated July 5, 1979, recorded in Official Record Book 1360, Page 2230, Public Records of Lee County, Florida.

2. **NAME - PLAN OF DEVELOPMENT:** There is constructed a total of 106 single family residential units and associated improvements designated Windsor West Condominium.

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3. NAME - ASSOCIATION: The name of the Condominium Association is Windsor West Condominium Association, Inc. This Association is incorporated as a non-profit Florida corporation.

4. DEFINITIONS: The terms used herein shall have the meaning stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the context otherwise requires:

4.1 ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.

4.2 ASSOCIATION - The Corporation responsible for the operation of the Condominium.

4.3 ASSOCIATION PROPERTY - All property, real or personal, owned by the Association.

4.4 BOARD OF DIRECTORS OR DIRECTORS OF BOARD - The Board of Directors responsible for administration of the Association.

4.5 COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statutes 718.108, including:

4.6 The land.

4.7 All parts of the improvements which are not included within the units.

4.8 Easements.

4.9 Installation for the furnishing of services to more than one unit or to the common elements, such as electricity, water, and sewer.

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4.10 COMMON EXPENSES - All expense and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be common expenses by this Declaration. The cost of providing cable television under a bulk service contract, should one exist, shall be a common expense.

4.11 COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.

4.12 CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration and their order of precedence shall be as follows: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; (4) Rules and Regulations, if any.

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

4.14 CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.15 FAMILY - Means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two persons not so related, who reside together as a single non-profit household.

4.16 GUEST - Means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

4.17 INSTITUTIONAL FIRST MORTGAGEE - Means the mortgagee (or its assignee) of a first mortgage upon a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America and the Developer. The terms also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.18 LEASE - Means the grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration.

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

4.20 OCCUPANT OR OCCUPY - When used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.

4.21 OPERATION - The administration and management of the condominium property.

4.22 PERSON - An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.23 VOTING INTEREST - Means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES:
Units, unit boundaries and appurtenances are designated and described in the original Declaration of Condominium as recorded in Official Record Book 1360 at Page 2230.

5.1 EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.2 OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right, title, and interest of a unit owner in the condominium property which shall include, but not be limited to:

(1) Common Elements. An undivided share of the common elements.

5.3 ASSOCIATION MEMBERSHIP - An undivided share in the common surplus of the Association.

5.4 EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be

terminated automatically in any air space which is vacated from time to time.

5.5 EASEMENTS - The following non-exclusive easements to (as applicable) each unit owner, to the Association, and their employees, agents, and hired contractors, to utility companies, unit owners' families in residence, guests, invitees, and to governmental and emergency services, are hereby granted and created.

(1) Ingress and Egress. Easements over the common elements for ingress and egress to units and public ways.

(2) Maintenance, Repair, and Replacement. Easements through the units and common elements for maintenance, repair, and replacements of the common elements and those items identified in Paragraph 6.1(1).

(3) Utilities. Easements through the common elements and units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of services and utilities to other units and the common elements and other utility customers both existing and future.

(4) Public Services. Access to the condominium property and to the units for emergency, regulatory, law enforcement, and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY:

6.1 BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense the common elements and:

(1) Structural. Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof, and floors. Also, wiring, piping, ductwork, and other mechanical, electrical, or other installations or equipment serving the common elements or more than one unit.

(2) Negligence. Provided that if the maintenance and repair and replacement of any of the common elements, the items in 6.1(1) above; his own unit, or other units shall be made necessary because of the negligence, act, or omission of a unit owner, his family, lessees, invitees, and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge. The Association is granted an easement for such purposes.

(3) Damage. All incidental damage caused to a unit excluding damage to surface treatments and floor coverings by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

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

(1) Specific Terms. To maintain, repair, and replace at his expense, all portions of the unit, except the portions to be maintained, repaired, and replaced by the Association. The unit owner's responsibility specifically includes windows and glass panels, hurricane shutters, doors, except exterior surface paint or stain, screens, frames,

hardware, appliances, fixtures, cabinets, switches, air handlers, wiring, piping, duct work, and plumbing serving only the particular unit, whether located inside or outside the unit. Unit owners are also responsible for maintaining the balconies, patios, lanais, and other limited common elements appurtenant to their unit, but excluding parking spaces, exterior painting and any structural work.

(2) Exterior Appearance. A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior of the unit, unless the written consent of the Association is obtained in advance. (This shall not be construed to required approval for placing appropriate furniture on balconies, patios, or lanais, but does include blinds or shutters including, but not limited to hurricane shutters or types other than those installed by the Developer as part of the construction of the condominium.) Unless otherwise approved, curtains, blinds, and drapes shall be white or off-white, or soft pastel in color or lined with materials of these colors.

(3) Owner Alteration Of Common Elements Restricted. No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto without the prior written approval of the Board of Directors. The Board shall have the authority to approve the proposed work, disapprove the work (in which event the work shall

not be done), or to require modifications to the work and the Board's decision shall be determinative of the matter. All applicable government agencies must approve and grant permits and the entire expense including subsequent maintenance and restoration must be borne by such owner. The Association may require approval from engineers or other professionals as a prerequisite. No owner shall do any work which would jeopardize the safety or soundness of the building or impair any easements. If approved, two units within the same ownership and adjacent, either horizontally or vertically, may be connected by doorways or stairways through common elements, walls, or floors. Such Board approved work is declared not to constitute material alterations or substantial additions to the common elements.

7. COMMON ELEMENTS:

7.1 COMMON ELEMENTS - The common elements shall be owned by the unit owners in undivided one-one hundred six (1/106) of the whole per unit.

7.2 NO PARTITION - No action for partition of the common elements shall lie.

7.3 USE - Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other unit owners.

7.4 MATERIAL ALTERATIONS AND ADDITIONS - Except for changes made by an owner with Association approval per 6.2(2) or 6.2(3), or by the Board of Directors alone, for the integrity of the condominium property, material alteration of or substantial

additions to the common elements or to Association property including the purchase, acquisition, sale, conveyance, or mortgaging of such property may be effectuated only by vote of sixty-seven percent (67%) of the voting interests of the condominium at a meeting called for the purpose. The Board of Directors may lease or grant easements or licenses for the use of common elements or Association property if it will benefit the members of the Association. The Association is also authorized to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities whether or not contiguous to the lands of the condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

8. FISCAL MANAGEMENT: The fiscal management of the condominium including budget, fiscal year, charges, assessment, and collection of assessments shall be as set forth herein and in the Bylaws.

9. ADMINISTRATION: The administration of the condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Bylaws.

10. INSURANCE: Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

10.1 PURCHASE, CUSTODY, AND PAYMENT -

(1) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be

purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(2) Approval. Each insurance policy, the agency and company issuing the policy, and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional Mortgagee in the first instance.

(3) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(4) Custody Of Policies And Payment Of Proceeds.

All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(5) Copies To Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(6) Personal Property And Liability. Except as specifically provided herein or by the Act, the Association shall

not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

10.2 COVERAGE - The Association shall use its best efforts to maintain insurance covering the following:

(1) Casualty. The Building (including all fixtures, installations, or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings, and ceiling coverings, or other personal property owned, supplied, or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property, and supplies constituting the Common Elements or owned by the Association, less that portion permitted by the Act to be excluded from the Association's responsibility after July 1, 1992 (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

A. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

B. Such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location, and use, including, but not limited to, vandalism and malicious mischief.

(2) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters, or things related to the Insured property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence, \$300,000.00 per person, and \$100,000.00 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(3) Worker's Compensation. Worker's Compensation and other mandatory insurance, when applicable.

(4) Flood Insurance. Flood Insurance if required by the Primary Institutional Mortgagees or if the Association so elects.

(5) Fidelity Insurance. Fidelity Insurance, Fidelity Bonds, covering all directors, officers, employees, and management agents of the Association who control or disburse

Association funds, in an amount not less than that set forth in Chapter 718.112(2)(j).

(6) Association Property. Appropriate additional policy provisions, policies, or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(7) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners, or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

10.3 ADDITIONAL PROVISIONS - All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice of all of the named insures, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

10.4 PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

10.5 UNIT OWNER - Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use.

10.6 INSURANCE TRUSTEE: SHARE OF PROCEEDS - All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall

be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(1) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Paragraph (2) below.

(2) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by

reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(3) Mortgagees. No mortgagee shall have any right to determine or 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 for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

(1) Expenses Of The Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(2) Reconstruction Or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the

beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(3) Failure To Reconstruct Or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 10.6 above, and distributed first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(4) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

10.8 ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

10.9 UNIT OWNERS' PERSONAL COVERAGE - Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss

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to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

10.10 BENEFIT OF MORTGAGEES - Certain provisions in this Section 10 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

10.11 INSURANCE TRUSTEE OPTIONAL - The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

10.12 PRESUMPTION AS TO DAMAGED PROPERTY - In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

11. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY:

11.1 DETERMINATION TO RECONSTRUCT OR REPAIR - In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty [unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and unit Owners owning 80% or more of the applicable

interests in the Common Elements elect not to proceed with repairs or restoration and a Majority of Institutional Mortgagees approve such election], the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the Boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the Sole discretion of the

Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever, in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date of the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

11.2 PLANS AND SPECIFICATIONS - Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to

be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

11.3 SPECIAL RESPONSIBILITY - If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(1) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the

costs of reconstruction and repair in the following manner and order:

A. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

B. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph A. above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

C. Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the

responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

D. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

E. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon

Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

11.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

11.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.

12. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the Rules and Regulations attached hereto or as later incorporated herein as Exhibit "A" and the following provisions:

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

12.2 Rules and Regulations. The rules and regulations attached hereto as Exhibit "A" and made a part hereof by reference concerning the use of the condominium property including the units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the Rules and Regulations shall not require amendment of this Declaration and may, but need not, be recorded in the Public Records.

12.3 Use of the Units. Is restricted to single family residential purposes only. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from

maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. In addition, it shall be the duty of the owner or rental agent to notify the Association by letter or telephone of the arrival of a guest or renter, including name(s), permanent address, telephone number and such further information as may, from time to time be required. Failure to notify may result in the guest or renter being denied access to the unit and the use of recreational facilities and amenities. The Association or any unit owner may also bring an action for damages or an injunction, pursuant to F.S. 718.303, against any tenant or other invitee occupying a unit for failure to comply with the Condominium Act or the condominium documents. When a unit is leased, the tenant shall have all use rights in Community and Condominium Association property and those common elements available for use generally by unit owners and the unit owner shall not have such rights except as a guest.

12.4 Association's Access to Units. The Association has an irrevocable right of access to the units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. The

Association's right of access to a unit shall be exercised after reasonable notice to the unit owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, as well as with reasonable precautions to protect the personal property within the unit. The Association requires and shall retain a pass-key to all units. No unit owner shall alter any lock, nor install a new lock, to prevent access when the unit is unoccupied, unless the unit owner provides the Association with a key.

12.5 Parking. Each unit shall have an assigned parking space. In the event that two or more unit owners wish to exchange a space or spaces, they may do so by surrendering their assignments to the Secretary of the Association who shall re-issue assignments above his signature, reflecting the exchange; provided that each unit shall at all times have an assigned space. Assignments may only be changed with the written consent of the holder provided, however, that the Association shall have the absolute right to make assignments or assign of spaces to accommodate the needs of handicapped persons, if necessary, to comply with laws concerning handicapped persons. No non-unit owner shall hold a parking space assignment and assigned spaces shall pass with the title to the unit.

12.6 Pets. No unit owner, guest or tenant may maintain any pet in the condominium with the exception of tropical fish in an aquarium or one caged bird which is permitted so long as same are quiet and do not cause any disruption to their neighbors.

12.7 Structural Integrity of Balconies Patios and Lanais. The structural integrity of balconies, patios and lanais which are not located in indoor areas protected from the elements and which are constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason no indoor-outdoor carpet or river rock may be used on balconies, patios and lanais, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed in such areas shall be installed so as to ensure proper drainage.

12.8 Exclusive Use - Common Facilities. The Association may lease to unit owners for appropriate temporary periods of time those portions of the common elements rationally appropriate and desirable for exclusive use for private functions.

12.9 Nuisances Prohibited. Unit owners and their tenants and invitees shall not engage in any practice, exhibit any behavior nor permit any condition to exist that shall, in the judgment of the Board of Directors, with the concurrence of a Hearing Committee constituted as provided for in the By-Laws for the imposition of fines, constitute a nuisance.

13. LEASE, CONVEYANCE, DISPOSITION, FINANCING. The purpose and object of this Section is to maintain a quiet, tranquil, non-transient and single family oriented atmosphere with the residents living in compatible coexistence with other financially

responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal and financing of the units by owners shall be subject to the following provisions:

13.1 Association Approval Required. No owner may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association. The approval shall be a written instrument in recordable form which shall include, without limitation, the nature of the transaction (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the condominium and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded.

For all unit transfers of title other than from the Developer, the approval must be recorded in the Lee County, Florida Public Records simultaneously with the Deed or other instrument transferring title to the unit. Approvals of leases need not be recorded. Only entire units may be leased. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the condominium and Community Associations' documents and must and shall be deemed to provide that a violation of the documents is a breach and event of default of the lease and grounds for damages, termination and eviction and that the lessee and the owner agree that the

Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner by acceptance of the deed to a unit and by the terms of this declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is three (3) months.

13.2 Approval Procedure. The approval of the Association shall be obtained as follows:

(1) Written Notice. Written notice shall be given the Association by the owner of his intention to sell or transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed acquirer or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time. The Association shall not approve any sale, transfer or lease until such time as all unpaid assessments and all court costs and attorneys fees (if any) incurred by the Association and due and

owing for the unit have been paid. In addition, the Association, by and through its Board of Directors, may require prospective lessees place a security deposit, in an amount not to exceed the equivalent of one (1) months rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property.

(2) Sale. The Association must, within 15 days after receipt of all the information required above, either approve the transaction, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. In exercising its power of disapproval the Association must act reasonably and in a fair and non-discriminatory manner and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the condominium and the purposes as set forth at the beginning of this Section 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and

the Association shall, upon demand, provide a recordable certificate of approval;

3. Closing Date. The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase;

4. Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 2 regarding a sale) notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The grounds for disapproval of a transfer or lease may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time the approval is sought.

13.3 Notice of Suit. An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

13.4 Judicial Sales are exempt from this Section.

13.5 Unapproved Transactions. Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT. Each unit owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of, the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation and the Association By-laws.

14.1 Remedies. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any unit owner.

14.2 Costs and Fees. In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

14.3 No Waiver of Rights. The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. AMENDMENTS. Amendments to any of the Condominium Documents shall be in accordance with the following:

15.1 Requirements. An Amendment may be proposed by the Board of Directors and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may be evidenced by later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as

originally recorded and which shall become effective when recorded in the public records;

15.2 Correctory Amendment. Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government agencies, the amendment may be adopted by the Board of Directors alone;

15.3 Regular Amendments. Amendments may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association;

15.4 Written Agreements. Any approval of unit owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to F.S. 718.112(2)(d)(4).

16. TERMINATION The condominium may be terminated in the following manner:

16.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Association and the approval of the requesting holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages. Mortgage approval shall be as set forth in Paragraph 15.6.

16.2 Very Substantial Damage. If the condominium, as a result of casualty, suffers "very substantial damage" and it is not decided as herein provided that it will be reconstructed or

repaired, the condominium form of ownership will thereby terminate without agreement;

16.3 General Provisions. Upon termination, the former unit owners shall become the owners, as tenants in common, of all condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida;

16.4 New Condominium. The termination of the condominium does not bar creation of another condominium affecting all or any portion of the same property;

16.5 Partition; Sale. Following termination, the condominium and Association property may be partitioned and sold upon the application of any unit owner. Provided, however, that if following a termination, the owners of 67% of the voting interests of the Association determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be

held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

16.6 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination;

16.7 Provisions Survive Termination. The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the condominium until all matters covered by this paragraph have been completed.

17. COLLECTION OF ASSESSMENTS.

17.1 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 that person is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the share of the Common Expenses 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 or otherwise.

17.2 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 bear interest

at the highest lawful rate from the date due until paid. The Association has a lien on each condominium Parcel for any unpaid Assessments on such Parcel, with interest 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 effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid and after thirty (30) days' prior

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written notice to the applicable Unit Owner, the Association may declare the next twelve (12) months of assessment installments to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare assessments to the maximum extent permitted under the Act to be accelerated) and such shall thereupon be immediately due and payable. In the event that the amount of such installments changes during the period of which assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

17.3 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party who does not prevail in the foreclosure action.

17.4 Institutional Mortgagee. In the event an Institutional Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage pursuant to proceedings in which the Association has been properly named as a junior lienholder, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional Mortgagee, its successors and assigns, shall be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable

to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Mortgagee's liability is limited to a period not exceeding six (6) months, and in no event shall the First Mortgagee's liability exceed one (1%) percent of the original mortgage debt. In any event, the First Mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the First Mortgagee received the last payment of principal or interest. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

17.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to their Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

17.6 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

17.7 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by a majority vote of the Association or

unless the charges relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements or Association Property.

17.8 Unpaid Charges. Unpaid charges which are due together with costs, interest and reasonable attorney's fees including appeals for collection shall be the basis for an action at law by the Association against the Unit Owner.

17.9 Collection - Interest; Administrative Late Fee; Application of Payments. Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from time to time (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

17.10. Collection - Suit. The Association, at its option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by an other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have

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become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, costs and attorneys fees and not fines, charges or other fees.

18. ASSOCIATION MEMBERSHIP. The qualification of members and the manner of their admission shall be as provided in the By-laws.

19. COMMON EXPENSES AND COMMON SURPLUS. Each unit's share shall be the same percentage share as described in the original Declaration recorded in Official Record Book 1360 at Page 2230, Public Records of Lee County, Florida.

20. CONDEMNATION:

20.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

20.2 Determination Whether to Continue Condominium.

Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

20.3 Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

20.4 Association as Agent. The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5 Units Reduced but Tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order

stated, and the following changes shall be effected in the condominium:

(1) Restoration of Unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit;

(2) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

20.6 Unit Made Untenantable. If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the condominium:

(1) Payment of Award. The fair market value of the unit immediately prior to the taking, as determined by agreement between the unit owner and the Association or by arbitration in accordance with Section 21.6.4. following, shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s);

(2) Addition to Common Elements. If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors;

(3) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted and restated to distribute the ownership of the common elements equally among the reduced number of unit owners.

(4) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

20.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

20.8 Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common

elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, without the consent of any unit owner or mortgagee being required for any such amendment.

21. **VOTING.** Each unit shall have one full indivisible vote in all matters.

22. **TIME SHARE PROHIBITED.** No time share estates may be created in this condominium.

23. **SEVERABILITY AND NON-WAIVER.** If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenants or provision of this Declaration or any of the condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS RESTATED DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 5th day of December, 1996.

WINDSOR WEST CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation

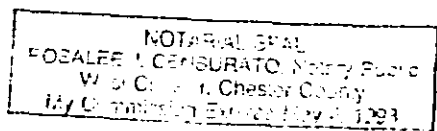
By: Hercules T. Powell
Treasurer

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STATE OF Pennsylvania :
 :
COUNTY OF Chesler : SS:

ACKNOWLEDGMENT

ON THIS 5th day of December, 1996, before me, the undersigned officer,
personally appeared HERCULES T. AVELLO, who acknowledged himself to be the Treasurer
of WINDSOR WEST CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, and that
he as such Treasurer being authorized to do so, executed the foregoing instrument for the
purposes therein contained.



Rosalee J. Censurato
Notary Public

My Commission Expires:

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AMENDED AND RESTATED

BYLAWS

OF

WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.

(Substantial rewording of Bylaws, See, Provisions of current Bylaws for present text.)

1. **IDENTITY** - These are the Amended and Restated Bylaws of Windsor West Condominium Association, Inc., a not-for-profit Florida corporation formed for the purpose of administering Windsor West Condominium which is located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Condominium.

1.1. **OFFICE** - The office of the Association shall be at the Condominium or such other location within the County as may from time to time be determined by the Board of Directors.

1.2. **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

1.3. **SEAL** - The seal of the Association shall be circular in shape, bear the abbreviated name of the Association, the word "Florida."

2. MEMBERS' MEETINGS

2.1. **ANNUAL MEETINGS** - Annual members' meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, no later than the last Monday in February of each year, in conjunction with the election of Directors and for transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEETINGS - Special member's meetings shall also be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written petition signed and dated from at least 25% of the Association voting interests. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of the meeting. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, the Board upon written application of 10% of the voting interests shall call a special meeting of the unit owners to consider and enact an alternate budget. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests.

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of members meetings including a recall meeting and the annual meeting, which must include an identification of agenda items, shall be delivered or mailed to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting, provided however, that any election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4. next following. An officer of the Association shall execute an affidavit of mailing or delivery per F.S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall be retained in the official records of the Association as proof of such mailing or delivery. Written notice of the meeting shall also

be posted in a conspicuous place on the condominium property at least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners shall by duly adopted rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE -

The regular or general election shall occur at the time and place at which the annual meeting is scheduled to occur, regardless of whether a quorum is present.

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than 40 days before a scheduled election. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8½ inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents. Any unit owner or other eligible person may nominate himself or may

nominate another unit owner or eligible person, if he has permission in writing to nominate the other person.

2.4.2. A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance from a member of the Board of Administration or other unit owner but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

2.4.3. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a valid ballot to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.4. 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.

2.5. NOTICE - OWNERS BUDGET MEETING - Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.6. NOTICES SPECIFIC - All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting and shall incorporate an identification of agenda items.

2.7. **QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast thirty (30%) percent of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the documents require a larger percentage in which case the percentage required in F.S. 718 or the documents shall govern.

2.8. **OWNER PARTICIPATION** - Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Any unit owner may tape record or videotape a meeting of the unit owners subject to and pursuant to Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

2.9. **INDIVISIBLE VOTE** - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

2.10. **PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Secretary before or at the voter registration

immediately preceding the meeting. A photographic, photostatic or equivalent reproduction of a proxy is a sufficient proxy pursuant to F.S. 607.0722. Unit owners may vote by general or limited proxies. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. A proxy, limited or general, may be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

2.11. NO QUORUM - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.12. ORDER OF BUSINESS - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, may be:

- (a) Election of a Chairman of the meeting, unless the President or vice President of the Association is present then he (or she) shall preside.
- (b) Collection of ballots.
- (c) Registering proxies and counting votes.

- (d) Proof of Notice of meeting or waiver of notice.
- (e) Calling of the roll.
- (f) Reading and disposal of any unapproved minutes.
- (g) Reports of Directors.
- (h) Reports of Committees.
- (i) Announcement of the results of the election of Directors.
- (j) Unfinished business.
- (k) New business.
- (l) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS - The affairs of the Corporation shall be governed by a Board composed of five (5) persons. Directors shall be members or spouses of members. All officers of a corporation, trust, partnership or other such owner shall be deemed to be members so as to be eligible for Board membership. Directors shall be elected by the Membership Interests as to regular or general elections at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present. Members of the Board shall be elected for One (1) year. In the event of a tie, for a designated position on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise a runoff election must be held in accordance with Rule 61B.23.0021 of the Florida Administrative Code.

3.2. TERM OF SERVICE - The term of each Director's service, except in the case of a vacancy caused by recall, shall

extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. A Board member appointed by the Board to replace a recalled Board member shall fill the vacancy until the next regularly scheduled election for any position. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant.

3.3. BOARD VACANCIES - Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors; provided, however, that if a majority or more of the Board members are removed by recall the vacancies shall be filled in accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written agreement), Florida Administrative Code; provided further that a Director who has been recalled by the membership may not be appointed to fill the vacancy created by his removal; and further provided that during the time that both the Developer and unit owners other than the Developer have representation on the Board, the filling of vacancies shall be in compliance with the provisions of Rule 61B-23.001(12), Florida Administrative Code. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

3.4. REGULAR MEETINGS - Regular meetings of the Board of Directors may be held at such time and place as shall be determined

from time to time by a majority of the Directors. Notice of regular meetings, unless noticed previously, shall be given to each Director personally or by mail, telephone or telecopier at least three days prior to the day named for such meeting.

3.5. SPECIAL MEETINGS - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

3.6. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7. NOTICE TO OWNERS - Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take action on behalf of the Board shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. The Board shall designate a place which shall constitute a conspicuous place for posting of this notice. Notices shall specifically incorporate an identification of agenda items. Meetings at which a regular assessment is to be considered shall contain a statement that

assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the Secretary and filing among the official records of the Association. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted.

3.8. OWNER PARTICIPATION - Meetings of the Board of Directors and any committee thereof required to give notice pursuant to 3.7. above, at which a quorum of the members of that committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all identified agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner participation. Such rules must be adopted in advance and in written form. Unit owners shall have the right to tape record or videotape the meetings of the Board of Administration or Committee subject and pursuant to the Rules adopted from time to time by the Division of Florida Land Sales, Condominiums and Mobile Homes.

3.9. **BOARD MEETINGS, QUORUM AND VOTING** - A quorum of Directors' meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings, except as may be provided by the Condominium Act from time to time, and a vote or abstention for each member present shall be recorded in the minutes. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10. **PRESIDING OFFICER** - The presiding officer at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. **DIRECTOR COMPENSATION** - Directors shall serve without pay unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS** - All of the powers and duties of the Association existing under the Florida

Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Corporate Charter, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. Operating and maintaining the Common Elements.

4.2. Determining the expenses required for the operation of the Condominium and the Association.

4.3. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.

4.4. Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property.

4.5. Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.

4.6. Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.

4.7. Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

4.8. Selling, leasing, mortgaging or otherwise dealing with Units or property acquired, and subleasing Units leased, by the Association, or its designee.

4.9. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

4.10. Obtaining and reviewing insurance for the Condominium Property.

4.11. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

4.12. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

4.13. Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).

4.14. Purchasing or leasing Units for use by resident superintendents and other similar persons.

4.15. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the developer as long as the Developer owns any Unit.

4.16. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation

of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.17. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).

4.18. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

4.19. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.

4.20. Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

5.1. HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for each building within each condominium operated by the Association which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applica-

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ble building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

5.2. EMERGENCY POWERS - The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

5.2.1. In anticipation of or during any emergency defined in Section 5.2.6. below, the Board of Directors of the Association may:

(a) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and,

(b) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

5.2.2. During any emergency defined in Section 5.2.6. below:

(a) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio;

(b) The Director or Directors in attendance at a meeting shall constitute a quorum.

5.2.3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(a) Binds the Association; and

(b) Shall have the presumption of being reasonable and necessary.

5.2.4. An officer, director, or employee of the Association acting in accordance with any emergency By-laws is only liable for willful misconduct.

5.2.5. The provisions of these emergency By-laws shall supersede any inconsistent or contrary provisions of the By-laws for the period of emergency.

5.2.6. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

6. OFFICERS

6.1. EXECUTIVE OFFICERS - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired. The executive officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by a majority vote of the Board at any meeting. The President, Secretary and Treasurer must be members of the Board. Any person may hold two or more offices except that the President shall not also be the Secretary.

6.2. PRESIDENT - POWERS AND DUTIES - The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

6.3. VICE PRESIDENT - POWERS AND DUTIES - The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4. SECRETARY - POWERS AND DUTIES - The Secretary shall keep the minutes of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

6.5. TREASURER - POWERS AND DUTIES - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

6.6. EMPLOYEE COMPENSATION - The compensation of all employees of the Association shall be fixed by the Directors. This

provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

6.7. **INDEMNIFICATION** - Every Director and every officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, officer, or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, officer, or committee member admits or is adjudged guilty by a court with jurisdiction of malfeasance, misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, officer or committee member may be entitled by common law or statute.

6.8. **DELEGATION** - To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

7. **MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within five (5) working days after receipt of a written request by the Board or its designee. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying on the condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

8. **FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

8.1. **BUDGET** - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance and management fees, if any, and for all of the unpaid operating expenses previously incurred. It shall accrue reserves per F.S. 718.112(2)(F)(2) which may later be waived by the owners. Reserve funds and any accrued interest on the funds shall remain in the

reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

8.2. MAILING - A copy of the proposed annual budget shall be mailed or delivered to the unit owners not less than fourteen (14) days prior to the meeting of the directors at which the budget will be adopted together with a notice of the meeting.

8.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable in installments of from one to three months in advance and shall become due on the first day of each such period and which shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed in the Public Records of Lee County, Florida, and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4. SPECIAL ASSESSMENTS AND CHARGES - Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

8.5. ASSESSMENT ROLL - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

8.6. ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

8.7. ASSOCIATION DEPOSITORY - The depository of the Association shall be a bank or banks or state or federal savings and loan associations or a member firm of the New York Stock Exchange with offices in Florida and as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

8.8. COMMINGLING OF FUNDS PROHIBITED - All funds shall be maintained separately in the Association's name. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431.

8.9. FINANCIAL REPORTS - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with F.S. 718.111(13) or in lieu thereof (if required by Rule 61B-23.004 Florida Administrative Code) a complete set of financial statements. A copy of the report or the financial statements shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting. A copy of the financial report must be mailed to the Division of Florida Land Sales, Condominiums and Mobile Homes as required by F.S. 718.111(13).

8.10. FIDELITY BONDING - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than \$10,000.00 for each person, but in no event less than the minimum required by the Condominium Act from time to time based upon the total of the Association annual budget, including reserves. The Association shall bear the cost of bonding.

9. PARLIAMENTARY RULES - A parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation or By-Laws of the Association or with the laws of the State of Florida.

10. BY-LAW AMENDMENTS - Amendments to the By-Laws shall be adopted in the following manner:

10.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which or by which a proposed amendment is considered.

10.2. PROPOSAL OF AMENDMENTS - An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

10.3. ADOPTION OF AMENDMENTS - A resolution or written agreement adopting a proposed amendment must receive approval of a majority of the voting interests of the Association.

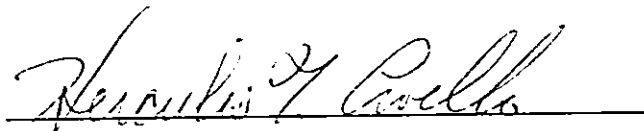
10.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

10.5. AUTOMATIC AMENDMENT - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Association Articles of Incorporation, or the Condominium Act as amended from time to time.

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

The following were adopted as the Restated By-laws of WINDSOR WEST
CONDOMINIUM ASSOCIATION, INC. on this 5 day of Dec

1996.


Treasurer

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