

**ARTICLES OF INCORPORATION
OF
SEA GROVE AT THE DUNES
CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, these Articles of Incorporation are created by Thomas G. Norsworthy, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME AND ADDRESS: The name of the corporation, herein called the "Association," is "Sea Grove at The Dunes Condominium Association, Inc." The address of the Association shall be c/o 5551 Ridgewood Drive, Suite 203, Naples, Florida 34108.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 4 of the Declaration of Condominium shall apply to the terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Sea Grove at The Dunes, a Condominium, located in Collier County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles, the Declaration of Condominium or by Chapter 718 Florida Statutes, as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

Thomas G. Norsworthy, Esquire
Grant, Fridkin, Pearson, Athan & Crown, P.A.
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EXHIBIT "C"

- (B) To protect, maintain, repair, replace and operate the condominium property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of units, as provided by the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium property to delegate to management any powers and duties of the Association in connection therewith except those which are specifically required by law or by the condominium documents to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, owner-ship or use interests in lands or facilities contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money without limit as to amount if necessary to perform its other functions here-under.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP:

(A) The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VIII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth (1/4) of the units by instrument, in writing, signed by them.

(B) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members, and the notice contains the full text of the proposed amendment.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE IX

INITIAL DIRECTORS: The initial Directors of the Association shall be:

Richard F. Corace
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

Gerald F. Griffin, II
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

Keith A. Sharpe
5551 Ridgewood Drive, Suite 203
Naples, Florida 34108

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

The initial registered agent at said address shall be:

Thomas G. Norsworthy

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

WHEREFORE, the incorporator has caused these presents to be executed this 23rd day of January, 2007.

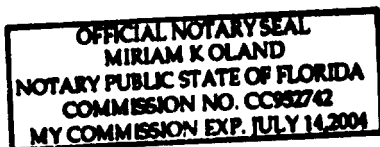
By:



Thomas G. Norsworthy
Incorporator

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of January, 2001 by Thomas G. Norsworthy. He is personally known to me.



Miriam K. Oland
Notary Public

MIRIAM K. OLAND
Print Name

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Sea Grove at The Dunes Condominium Association, Inc., at a place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

Thomas G. Norsworthy
Thomas G. Norsworthy

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**BYLAWS
OF
SEA GROVE AT THE DUNES
CONDOMINIUM ASSOCIATION, INC.**

1. GENERAL. These are the Bylaws of Sea Grove at The Dunes Condominium Association, Inc., hereinafter the "Association", a Florida corporation not for profit, organized for the purpose of operating a residential condominium pursuant to the Florida Condominium Act.

1.1 Principal Office. The principal office of the Association shall be at the Condominium or at such other place in Collier County, Florida, as the Board of Directors may determine.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as an exhibit.

2. MEMBERS. The members of the Association shall be the record owners of legal title to the units in Sea Grove at The Dunes, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining voting and use rights.

2.1 Qualification. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

2.2 Voting Rights; Voting Interests. The members of the Association are entitled to one vote for each residential unit owned. The total number of votes ("voting interests") is equal to forty (40). The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a condominium unit is owned by one natural person, his right to vote is established by the record title to the unit. If a unit is owned jointly by two or more persons, that unit's vote may be cast by any of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a unit is a corporation, the vote of that unit may be cast by the president or vice-president of the corporation. If a unit is owned by a partnership, its vote may be cast by any general partner.

2.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2, above, unless the joinder of all record owners is specifically required.

2.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. The annual meeting shall be held in Collier County, Florida, each calendar year not later than the month of March, at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. At the time of the annual meeting all ballots cast in the annual election of Directors shall be counted and the election results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the votes of the entire membership. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 Notice of Meetings. Notice of all members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda of the annual meeting shall also be sent by first class mail to each owner, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be delivered in person to any unit owner, instead of by mail, if a written waiver of mailing is obtained. The notice and agenda of the annual meeting must be mailed or delivered to Owners at least fourteen (14) days before the annual meeting.

3.5 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3rd) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. "Limited proxies" shall be used for votes taken to waive reserves or financial statement requirements, to amend the condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. "General proxies" may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Counting of ballots in annual election (if necessary)
- (B) Call of the roll or determination of quorum
- (C) Reading or disposal of minutes of last members meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. Minutes of all meetings of the members, and of the Board of Directors, shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times, and for at least seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of

parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. If the vote is taken by the method described in this Section 3.12, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. Initially the number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a larger board and a continuity of experience, by establishing a system of staggered terms of office, in the first election in which unit owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be increased to five (5). The three (3) candidates receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall be elected for a term which expires at the next annual election. If there are five (5) or fewer candidates, the determination of who is elected to serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law.

Directors shall be elected by the members as described in Section 4.3, below, or in the case of a vacancy, as provided in 4.4, below.

4.2 Qualifications. Except for Directors appointed by the Developer, each Director must be a member or the spouse of a member.

4.3 Elections. In each annual election the members shall elect, by written, secret ballot, as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty (40) days before the annual election.

(B) Omitted per statutory change effective June 14, 1995 (F.S. 718.112(2)(d)(3).)

(C) Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required. Together with the written notice and agenda as set forth in F.S. 718.112(2)(d)(2), the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3, above. Upon timely request of a candidate, the Association shall also include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) in the mailing. The costs of mailing and copying the candidate information sheet are borne by the Association.

(D) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

4.4 Vacancies on the Board. Except as otherwise provided by law for the filling of vacancies during the time when the Developer is entitled to appoint at least one Director, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office until the next regularly scheduled election, unless otherwise provided by law.

(B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a

majority or more of the Directors are removed, the vacancies shall be filled as provided by law.

4.5 Removal of Directors. Any or all Directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected. Owners shall receive notice of the organizational meeting of the new Board in accordance with the provisions of paragraph 4.8, below.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members. A notice and agenda for each Board meeting shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment will be considered shall be mailed to each owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2, below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting exists only when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation in a meeting

by such means is equivalent to presence in person. Directors may not vote or participate in Board meetings by proxy or by secret ballot, except that officers may be elected by secret ballot.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. To the extent required by law, committee meetings shall be noticed and conducted in the same manner as provided for Board meetings in Section 4.8 above.

4.16 Emergency Powers. In the event of an "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as Assistant Officers persons who are not Directors, 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.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS. The Executive Officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any Officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other

officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President. Any Officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt.

5.1 President. The President shall be the Chief Executive Officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex officio* a member of all standing committees; shall have general and active management of the business of the Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.

5.2 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.3 Secretary. The Secretary shall attend meetings of the Board of Directors and of the members and cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is elected.

5.4 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts in books belonging to the Association. The Treasurer is responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

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

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of moneys from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement and building painting. They shall also include any other planned or foreseeable capital expenditure or deferred maintenance item with a current estimated cost of \$10,000 or more. The amount to be reserved for each item shall be computed by a formula based on the estimated remaining useful life and replacement cost of the item. These reserves must be funded unless the members subsequently determine, by majority vote of those present in person or by limited proxy at a duly called meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 6.2, above. The funds in a reserve account established under this Section 6.3, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the total voting interests in person or by limited proxy, at a duly called meeting of the Association. Prior to turnover of control of an association by a developer to unit owners other than the developer, the developer controlled association shall not vote to use reserves for purposes other than that for which were intended without the approval of a majority of all non-developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

6.4 Operating Reserves. In addition to the statutory reserves described in Section 6.3, above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an

appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be levied by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. All persons who control or disburse funds of the Association including, but not limited, to the President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law, or in excess of such legally required amounts as otherwise determined by the Board of Directors. The premium on such bonds is a common expense.

6.8 Financial Reports or Statements. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared and distributed to the owners of each unit, financial statements or reports meeting the minimum standards of Section 718.111(13) or 718.111(14), of the Condominium Act (whichever is applicable).

6.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners, and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following shall apply:

8.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law, and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

(A) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules that are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine.

(B) Hearing: At the hearing the party sought to be fined shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied.

8.2 Mandatory Non-Binding Arbitration. In the event of any dispute, as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes before filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

9. TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHTS.

9.1 Members' Rights to Elect Directors. When owners other than the Developer own fifteen percent (15%) or more of the units, the owners other than the Developer shall be entitled to elect one-third (1/3rd) of the members of the Board of Directors. Unit owners other than the Developer become entitled to elect a majority of the members of the Board of Directors upon the first of the following events to occur:

- (A) Three years after fifty percent (50%) or more of the units have been conveyed to purchasers;
- (B) Three months after ninety percent (90%) or more of the units have been conveyed to purchasers;

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

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

(E) Seven (7) years after the Declaration of Condominium was recorded.

9.2 Developer's Right to Designate Members of Board of Directors. Except as provided above, the Developer shall be entitled to designate at least one Director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

9.3 Notice of Election. Within seventy-five (75) days after unit owners other than the Developer are entitled to elect one or more Directors, the Association shall call, upon not less than sixty (60) days notice, a meeting of the members, and an election in which the unit owners shall elect Directors that the unit owners are entitled to elect. The election, and the meeting in conjunction with which the election is to be held, may be called, and the notice given, by any unit owner if the Association fails to do so. All non-developer unit owners may vote in the election of Directors. The meeting in conjunction with which unit owners other than the Developer first elect a majority of the Directors is referred to as the "turnover meeting."

9.4 Transfer of Association Control. When unit owners other than the Developer that elect a majority of the Directors of the Association, the Developer relinquishes control of the Association, and the unit owners assume control. At that time the Developer shall deliver to the Association all property of the unit owners, and of the Association, held or controlled by the Developer, and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer prior to the above-mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it becomes the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if unit owners other than the Developer refuse or fail to assume control.

10. AMENDMENT OF BYLAWS. Except as otherwise provided in the Declaration of Condominium, amendments to these Bylaws may be proposed and adopted in the following manner:

10.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

10.2 Procedure. Upon any amendment to these Bylaws being proposed by said Board or unit owners, the proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

10.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, these Bylaws may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that notice of the amendment has been given to the members in accordance with law.

10.4 Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium is recorded.

11. MISCELLANEOUS.

11.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

This instrument prepared by:
Richard C. Grant, Esq.
GRANT, FRIDKIN, PEARSON, ATHAN & CROWN, P.A.
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108
(941) 514-1000

2859581 OR: 2895 PG: 0447
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Retn:
GRANT FRIDKIN ET AL
5551 RIDGEWOOD DR #501
NAPLES FL 34108

(space above line for official use only)

DECLARATION OF CONDOMINIUM FOR SEA GROVE AT THE DUNES, A CONDOMINIUM

MADE this 19th day of September, 2001 by Vanderbilt Partners II, Ltd., a Florida limited partnership, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. **THE LAND.** The Developer owns certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land").
2. **SUBMISSION STATEMENT.** The Developer hereby submits the Land described in Exhibit "A" to this Declaration, and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment, if any, owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any interest in the condominium property, or the lease, occupancy, or use of the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.
3. **NAME.** The name by which this Condominium shall be identified is SEA GROVE AT THE DUNES, A CONDOMINIUM (the "Condominium") and its address is Vanderbilt Drive, Naples, Florida 34110.
4. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

- 4.1 **"Apartment"** has the same meaning as the term "unit" as defined in the Condominium Act.
- 4.2 **"Apartment Owner"** or **"Owner"** means the record owner of a fee simple interest in a unit in this Condominium.
- 4.3 **"Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.
- 4.4 **"Association"** means Sea Grove at The Dunes Condominium Association, Inc., a Florida not for profit corporation, the entity responsible for the operation of this Condominium.
- 4.5 **"Association Property"** means all property, real or personal, owned by the Association for the use and benefit of the unit owners.
- 4.6 **"Board of Directors"** or **"Board"** means the representative body which is responsible for the administration of the Condominium Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration". Except for those Directors appointed by the Developer, each Director must be a member or the spouse of a member of the Association.
- 4.7 **"Common Areas"** means the real property owned or to be owned by the Master Association for the use and benefit of all owners of Units in the Dunes Complex, and all improvements thereon.
- 4.8 **"Master Association"** means The Dunes of Naples Property Owners Association, Inc., a Florida not for profit corporation responsible for the ownership, maintenance and operation of certain property within the Dunes Complex. The Condominium Association shall be a member of the Master Association.
- 4.9 **"Commons Documents"** means the Declaration of Covenants for The Dunes of Naples Property Owners Association, Inc., as recorded in the Public Records of Collier County, Florida at O.R. Book 2777, Pages 3027 *et seq.*, and all recorded exhibits thereto, as they may be amended from time to time.
- 4.10 **"Condominium Documents"** means this Declaration and all recorded exhibits hereto, as amended from time to time.
- 4.11 **"Dunes Complex"** means the land subject to the Master Association Documents as described therein, and all improvements located thereon.
- 4.12 **"Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including, but not limited to, interior partition walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.13 "Guest" means any person (other than the unit owner and his or her family) who is physically present in, or occupies an apartment on a temporary basis at the invitation of the unit owner or other permitted occupant, without the payment of consideration. "Temporary" means not longer than sixty (60) days in any calendar year.

4.14 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel, which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.15 "Lease" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

4.16 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.17 "Occupant" or "Occupy", when used in connection with a unit, refers to a person staying overnight in a unit.

4.18 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds more first mortgages on units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.19 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors concerning the use of the common elements and the operation of the Association.

5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.

5.1 Survey and Plot Plans. Attached to this Declaration as part of Exhibit "A" and as part of Exhibit "B" and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

5.2 Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

- (A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:
- (1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the unit.
 - (2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard or drywall bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries.
- (C) Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a unit.
- (D) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framing, casings and hardware therefor, are excluded from the unit.
- (E) Utilities. The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.
- (F) Entry. Any enclosed entry area, walkway or stairway exclusively serving a unit shall be included in the unit.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B" hereto shall control in determining the boundaries of a unit, except Section 5.2(D) above shall control over Exhibit "B".

6. CONDOMINIUM PARCELS; APPURTENANCES AND USE.

6.1 Shares of Ownership. The Condominium contains 40 units, all of which are residential units. The owner of each unit shall also own an undivided one-fortieth (1/40th) fractional share of the common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including, without limitation the following:

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1, above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D" respectively. The members of the Association shall consist of all owners of a fee simple interest in one or more of the Units, as more particularly described in said Articles and By-Laws. The members of the Association are entitled to one vote for each residential unit and one-fourth of one vote for each cabana unit, all as more particularly described in said By-Laws.
- (C) The non-exclusive right to use Common Areas, subject to the Commons Declaration and the rules of the Master Association.
- (D) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements.
- (E) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (F) Other appurtenances as may be provided by law or by this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel."

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his or her unit. He or she is entitled to use the common elements and common areas in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the units, common elements, and limited common elements shall be governed by the condominium Documents and by the rules and regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws.

7. COMMON ELEMENTS; EASEMENTS.

7.1 Definition. The term "common elements" means all portions of the condominium property not included within the units, and includes without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements on the Land not included within the units, including limited common elements.
- (C) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to units and the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The property and installations required for furnishing utilities and other services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of the easements specified in this section may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements, and to grant access easements or relocate any existing access easements in any portion of the common elements, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.
- (B) **Encroachments.** If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and

across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

- (D) Construction; Maintenance. The Developer (including its designees and contractors) shall have the right to enter the condominium property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the unit owners of the condominium property.
- (E) Sales Activity. For as long as it holds any unit for sale in the ordinary course of business, the Developer and its designees shall have the right to use, without charge, any units owned by it, and the common elements and common areas (including, but not limited to, all recreational facilities), in order to establish modify, maintain and utilize, as it and they deem appropriate, model apartments and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model apartments or the common elements to prospective purchasers or tenants, erect on the common areas or on the condominium property signs and other promotional material to advertise units for sale or lease, and take all other action helpful for sales, leases and promotion of the Condominium.
- (F) The easements and rights described in (D) and (E) above shall terminate upon the sale of all units in the Condominium to purchasers other than a successor Developer.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. No owner may maintain an action for partition of the common elements. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain of the common elements have been, or may be, designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of the other units. Except as hereinafter provided, the limited common elements and the units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan.

- (A) Garage and Driveway Parking Areas. Each residential unit will have as an appurtenance an adjoining two-car garage. Garages shall be assigned to each Unit by the Developer in the deed of conveyance to each Unit. Such garage parking

space shall be appurtenant to its designated Unit and the right to use such garage shall pass with title to the Unit regardless of whether such garage shall be referred to in any such Unit deed of conveyance. Garages are intended for the primary use of parking and storage of motor vehicles. No garage area may be converted to another primary use except with prior approval of the Board of Directors.

- (B) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, the exclusive use of which is appurtenant to the unit.
- (C) Balcony, Terrace, Patio and Lanai. Any balcony, terrace, patio or lanai which is attached or contiguous to a Unit shall be a limited common element, the exclusive use of which is appurtenant to that Unit.
- (D) Others. Any part of the common elements that is connected to and exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the unit owner, shall be deemed a limited common element, whether specifically described above or not.

8.2 Exclusive Use. The exclusive right to use of a limited common element is an appurtenance to the unit or units to which the limited common element is designated or assigned. The right to such use passes with the unit, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION. The operation of the Condominium is by Sea Grove at The Dunes Condominium Association, Inc., a Florida not for profit corporation, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C."

9.2 Bylaws. The Bylaws of the Association shall be the Bylaws attached as Exhibit "D," as they may be amended from time to time.

9.3 Delegation of Management. The Board of Directors may contract for the management and maintenance of the condominium property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance and repair of the common elements with funds made available by the Association for such purposes. The Association and its Directors and officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be comprised of owners of the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose reasonable fees for use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

9.9.A Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided in Section 9.8, above, the power to acquire real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.9.B Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the unit owners.

9.10 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners. A copy of the roster shall be made available to any member upon request.

9.11 Membership in Master Association. The Association shall be a member of the Master Association. As long as the Master Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of the Association's membership,

the unit owners in this Condominium have a non-exclusive right to use the common facilities owned by the Master Association, subject to the Commons Declaration and the rules and regulations of the Master Association. The share of the expenses of the Master Association for which this Association is liable shall be common expense to the unit owners hereunder and shall be in such amounts as required under the Commons Documents.

9.12 Member Approval of Certain Litigation. Notwithstanding any other provisions of the governing Documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the voting interests of the Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which members are obligated to pay;
- (C) the enforcement of the Condominium Documents and Rules of the Association;
- (D) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (E) filing a compulsory counterclaim.

10. ASSESSMENTS AND LIENS. The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular assessments for each unit's share of the common expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts other than common expenses which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws and as follows:

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement and protection of the common elements and association property, the expenses of operating the Association, and any other expense properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. Assessments levied by the Master Association against this Condominium shall be a common expense.

10.2 Share of Common Expenses. The Owner of each unit shall be liable for a share of the common expenses of the Association equal to his or her share of ownership of the common elements and the common surplus, as set forth in Section 6.1, above.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her unit. No owner has the right to withdraw or

receive distribution of his or her share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit for which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his or her share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as provided in Section 20.3, below, as to certain first mortgagees, and in Section 10.12, below, as to the Developer. Nothing herein shall be construed to prevent the Association from compromising or settling a claim for past due assessments for less than full payment, if the Board determines that such action is in the best interests of the Association.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or quarterly installment as to a unit becomes more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment and all special assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the name and address of the association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. A lease of a unit shall be subordinate and inferior to the Claim of Lien of the Association, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner, unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. The Developer guarantees that from the recording of this Declaration, until December 31, 2002, or such earlier date as unit owners other than the Developer first elect a majority of the Directors of the Condominium Association (the "turnover date"), assessments against unit owners for common expenses will not exceed \$1,255.00 per quarter (\$418.33 per month). If the turnover date has not occurred by December 31, 2002, the Developer further guarantees that from January 1, 2003, until the first to occur of the turnover date or December 31, 2003, assessments against unit owners for common expenses will not exceed \$1,355.00 per quarter (\$451.67 per month). If the turnover date has not occurred by December 31, 2003, the Developer further guarantees that from January 1, 2004, until the turnover date, assessments against unit owners for common expenses will not exceed \$1,455.00 per quarter (\$485.00 per month). During this guarantee period, the Developer and units owned by the Developer shall be exempt from the payment of assessments for common expenses. The Developer shall, however, be obligated to fund any deficit caused by the failure of assessments at the guaranteed level receivable from other unit owners to meet the common expenses incurred by the Association.

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A)** Electrical wiring up to the circuit breaker panel in each unit.
- (B)** Water pipes, up to the individual unit cut-off valve inside the unit.
- (C)** Cable television lines up to the wall outlets in the units.
- (D)** Air conditioning condensation drain lines, up to the point where the individual unit drain lines cuts off.
- (E)** Sewer lines, up to the point where the sewer lines enter the individual units.
- (F)** All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (G)** The exterior surface of the main entrance doors to the units.
- (H)** All exterior building walls, including painting, waterproofing, and caulking.
- (I)** The maintenance of the parking garages, and all parking spaces therein as well as all exterior surfaces and structural components, together with any and all doors.
- (J)** The maintenance of the stairwells, up to the main entrance door to the units.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his or her own expense, for all maintenance, repairs, and replacements of his or her own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair, and replacement of screens, windows, and window glass.
- (B) The entrance door to the unit and their respective interior surfaces.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit, except those which are expressly made the Association's responsibility elsewhere in this Section 11.
- (E) The circuit breaker panels located inside the unit and all electrical wiring into the unit from the panels.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) Except as provided in Section 11.4 below, all air conditioning, and heating equipment, thermostats, ducts and installations serving each unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) All interior, partition walls which do not form part of the boundary of the unit.
- (M) Balcony, lanai, patio or terrace areas.

11.3 Other Unit Owner Responsibilities:

- (A) Balconies, Terraces, Patios, Lanais and Entries. No balconies, terraces, patios, lanais or entries may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. Maintenance, repair and replacement of screening and sliding glass doors is the responsibility of the owner. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.

- (B) Interior Decorating. Each unit owner is responsible for all decorating within his or her own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, foyers or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet, hardwood, etc.) shall also install a sound absorbent underlayment of such kind and quality as to equal or exceed the sound transmission inhibiting properties of a 1/4" cork underlayment to substantially reduce the transmission of noise to adjoining units. If the installation is made without the required underlayment, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.
- (D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.
- (E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his or her unit, any appurtenant limited common element, or the common elements, the unit owner, and his or her successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property. In the event of conflict, the provisions of this paragraph shall prevail over the provisions of Section 11.1, above.
- (F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within units and/or air-conditioning compressors and/or air handlers serving individual units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the unit owner.

11.5 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his or her unit, limited common elements or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium.

11.6 Alterations and Additions to Common Elements and Association Property. Except as otherwise provided herein, the protection, maintenance, repair, insurance and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

11.7 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association may institute legal proceedings to enforce compliance, or may take any other lawful actions to remedy such violation. Notwithstanding the above, the Association has the irrevocable right of access to each unit during reasonable hours, when necessary for maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common element of a unit or units. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.8 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or his or her guests, employees, agents, or tenants. Each unit owner has a duty to maintain his or her unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 11.1 above), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

11.9 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his or her unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his or her unit caused by the non-availability of a key.

11.10 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost being part of the common expenses. A unit owner has the option to decline service unless the Association determines that service is necessary for the protection of the Condominium or building as a whole, in which case the owner must either permit the Association's pest control company to enter the unit, or must employ a licensed pest control company to perform the required pest control services and furnish written evidence to the Association that such treatment has occurred. Because the cost of pest control service provided by the Association is a common expense, the election of an owner not to use the service shall not reduce the owner's assessments.

11.11 Balcony, Terrace, Patio or Lanai Enclosure. The Board of Directors may adopt a basic approved plan for screening and/or glassing-in of balconies, terraces, patios and lanais. A unit owner may screen or enclose the patio, terrace or lanai which is a portion of his or her unit in accordance with the approved basic plans without specific consent from the Board of Directors, provided that such screening or enclosure conforms in all respects to the approved basic plans and specifications therefor.

11.12 Hurricane Shutters. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. No hurricane shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision in the Condominium documents to the contrary, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board may, subject to the provisions of Florida Statutes, § 718.3026 and the approval of a majority of the voting interests of the Condominium, install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units, or association property. However, if laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board may not also install hurricane shutters. The Board may operate shutters installed pursuant to these provisions without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium property and association property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with these provisions shall not be deemed a material alteration to the common elements or association property.

12. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions.

12.1 Units. Units shall at all times be occupied as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in the unit, or from handling personal, business or professional telephone calls or written correspondence in and from the unit. Such uses are expressly declared customarily incident to residential use.

12.2 Minors. There is no restriction on the age of occupants of units. All occupants under eighteen (18) years of age must be closely supervised by an adult to ensure that they do not become a source of annoyance to other residents.

12.3 Pets. The owner of each unit may keep a reasonable number of pets in the unit. Any unit owner who keeps a pet, or permits a pet to be kept in his or her unit, shall be liable for all damage or injury to persons or property caused by such pet. The ability to keep pets is a

privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the common elements. The Association may establish and enforce fines for violations of this provision.

12.4 Nuisances. No owner shall use his or her unit, or permit it to be used, in any manner that is disturbing, detrimental or a nuisance to the occupants of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws, the Commons Documents and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.5 Signs. No person other than the Developer may post or display any signs anywhere on the Condominium property, including "For Sale," "For Rent," "Open House" and other similar signs.

12.6 Motor Vehicles; Parking. No vehicle shall be parked within the Dunes Complex except on a paved parking surface, driveway or within a garage. No commercial truck, or other commercial vehicle, other than those temporarily present on business, nor any trailers, may be parked within the Condominium. Boats, boat trailers, campers, travel trailers, mobile homes, motor homes recreational vehicles, and the like, and any vehicle not in operating condition or validly licensed, may not be kept within the Dunes Complex. For the purpose of the foregoing sentence, the term "kept" shall mean present overnight, or for a period of four (4) consecutive hours, whichever is less. Because the number of parking spaces is limited, the right of the owners and occupants of any unit to park, keep or store more than two (2) motor vehicles in the Dunes Complex may be limited or regulated by the Association or the Master Association.

12.7 Garage Parking Areas. Garage parking areas are intended for the primary use of parking and storage of motor vehicles. No garage or other parking space may be converted to another use.

13. LEASING OF UNITS. The leasing of units by owners shall be restricted as provided in this section. The ability of a unit owner to lease his or her unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner. All leases of units must be in writing. A unit owner may lease only his or her entire unit together with any parking space appurtenant thereto, and then only in accordance with this Section. Owners may not lease parking spaces separately from any unit which they own. The lessee must be a natural person.

13.1 Procedures.

- (A) Notice by the Unit Owner. An owner intending to lease his or her unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.
- (B) Board Action. After the required notice and all information or interviews requested have been provided, the Board or if delegated by the Board, any management company managing the operation of the Condominium, shall have twenty (20) days in which to disapprove the proposed lease. If the Board does not affirmatively disapprove within that time, its failure to act shall be deemed the equivalent of approval.
- (C) Disapproval. Appropriate grounds for disapproval shall include, but not be limited to, the following:
- (1) the unit owner is delinquent in the payment of assessments at the time the application is considered;
 - (2) the unit owner has a history of leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her unit;
 - (3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association notification;
 - (4) the application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
 - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
 - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (7) the prospective lessee evidences a strong probability of financial irresponsibility;

- (8) the prospective lessee, during previous occupancy in this Condominium or any other, has evidenced an attitude of disregard for the Association rules; or
 - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fee and/or security deposit is not paid.
 - (10) the owner fails to give proper notice of his or her intention to lease his or her unit to the Board of Directors.
- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may disapprove the lease. Any such lease may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Condominium assessments may not be delegated to the lessee.
- (F) Committee Approval. To facilitate review of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its disapproval powers to an *ad hoc* committee, which shall consist of at least three (3) members or in the alternative to the aforesaid management company.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than twelve (12) times in any calendar year. The minimum lease term is 30 days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or to renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lessee from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Subleases/Assignment of Lease Rights. No subleasing or assignment of lease rights by the lessee is allowed.

13.5 Occupancy During Lease Term. No one but the lessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and their spouses and

temporary house guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

13.6 Occupancy in Absence of Lessee. If a lessee absents himself or herself from the unit for any period of time during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.5, above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.7 Use of Common Elements and Association Property. A unit owner whose unit is leased may use the recreation or parking facilities during the lease term.

13.8 Regulation by Association. All of the provisions of the Condominium Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.9 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

14. TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents, with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership:

- (A) **One Person.** A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) **Two or More Persons.** Co-ownership of units by two or more natural persons is permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the

provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.

- (C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.
- (D) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2, below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

14.2 Transfers.

- (A) Sale or Gift. No unit owner may dispose of a unit or any ownership interest in a unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) Devise or Inheritance. If any unit owner acquires title by devise or inheritance, his or her right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2), below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.
- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit

before being approved by the Board of Directors under the procedures outlined in Section 14.3, below.

- (D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

- (1) Sale or Gift. An owner intending to make a sale or gift of his or her unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require.
- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13.
- (3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall either approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

- (a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (b) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- (c) The person seeking approval has a history of disruptive behavior or behavior evidencing disregard for the rights or property of others;
- (d) The person seeking approval has evidenced an attitude of disregard for Association rules by his or her conduct in this Condominium as a tenant, unit owner or occupant of a unit;
- (e) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
- (f) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(2) Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves

without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing. Real property taxes and Condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

- (3) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to sales by the Developer, or to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

15. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each unit owner is responsible for insuring his or her own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his or her predecessors in title. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance.

15.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- (A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- (E) Statutory Fidelity Bond.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (A) Flood insurance.

- (B) Broad Form Comprehensive General Liability Endorsement.
- (C) Directors and Officers Liability.
- (D) Medical Payments.
- (E) Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- (A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his or her share in the common elements.
- (B) Units. Proceeds received on account of damage within the units shall be held in prorated shares, based on the amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.
- (D) Deductible. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable

for the loss or required to pay for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

15.8 Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the unit owners in the following manner:

- (A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.
- (B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the costs as provided in Sections 15.7 (A) and (B). Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (C) Failure to Repair or Reconstruct. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7, above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair, and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the common elements, but the loss is less than "very substantial," as herein defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial Damage." As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4) of the units cannot reasonably be rendered habitable within sixty (60) days. Should such "very substantial" damage occur then:

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions, as further provided in Section 4.16 of the Bylaws. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the Condominium property or association property as might be reasonable under the circumstances to protect the Condominium property or Association property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds, including reserves.
- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership on rebuilding or termination of the Condominium, subject to the following:
 - (1) If the insurance proceeds, reserves and other Association funds available for restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored or repaired unless two-thirds (2/3) of the total voting interests vote for termination, in which case the Condominium shall be terminated.

- (2) If upon the advice of legal counsel, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, unless two-thirds (2/3) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy the necessary assessments and shall proceed to negotiate and contract for repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.

- (D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination approved by at least two-thirds (2/3) of the Directors shall be conclusive, and shall be binding upon all unit owners.

16.4 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and restoration come first from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7(C) above.

16.5 Equitable Relief. If damage to the common elements renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months after the occurrence of the damage or destruction, and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors, by the owners of at least two-thirds (2/3) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his or her institutional mortgagee, if any.

17. CONDEMNATION.

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

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association 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 assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

17.5 Units Reduced but Tenable. If the taking reduces the size of a unit the remaining portion of the unit can be made tenable, 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:

- (A) Restoration of Unit. The unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

17.6 Unit Made Untenable. If the taking is of an entire unit, or so reduces the size of a unit that it cannot be made tenable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Payment of Award. The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portions of the unit shall become a part of the common elements, and shall be placed in condition for use by some or all unit owners in the manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be increased to absorb the ownership shares of the units not continuing among the reduced number of units. This shall be done by amending the ownership shares of each continuing unit in the common elements to be a fraction of the whole, based on the total square footage of each unit in uniform relationship to the total square footage of each other unit in the Condominium. The amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, but no other consent is required.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking.
- (E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one 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, and 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 appraisal shall be paid by the party selecting the appraiser.

18. TERMINATION. The Condominium may be terminated in the manner provided in this Article 18. The Board of Directors shall provide all notices required pursuant to Florida Statutes, section 718.117 to the Division of Land Sales, Condominiums and Mobile Homes.

18.1 Agreement. The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three-fourths (3/4ths) of the units, and the Primary Institutional Mortgagee.

18.2 Very Substantial Damage. If the Condominium suffers "very substantial damage" to the extent defined in Section 16.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

18.3 Certificate of Termination. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all unit owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property is owned by the former unit owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements. Upon termination, each lien encumbering a Condominium parcel is automatically transferred to the equitable share in the Condominium property attributable to the unit encumbered by the lien, with the same priority.

18.4 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

18.5 Trustee's Powers and Duties. The Termination Trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Section. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses

incurred by the Termination Trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the written instructions and information provided by officers, Directors or agents of the Association, and shall not be required to inquire beyond such information and instructions.

18.6 Partition; Sale. Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former Condominium and Association property within one (1) year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

18.7 New Condominium. The termination of the Condominium does not bar creation of another Condominium including all or any portion of the same property.

18.8 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments, to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

19. OBLIGATIONS OF OWNERS.

19.1 Duty to Comply; Right to Sue. Each unit owner, his or her tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;

- (B) A unit owner;
- (C) Anyone who occupies a unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.
- (E) Any Director appointed by the Developer.

19.2 Waiver of Rights. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a prospective purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a tenant, unit owner or the Association to comply with the requirements of the Condominium Act or the condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees, costs and expenses of litigation as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Written consent of the institutional mortgagee of a unit shall not be required for any amendment to the Declaration unless such amendment would materially affect the rights or interests of such mortgagee, or unless such consent is required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Any consent required hereunder shall not be unreasonably withheld.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 Mortgage Foreclosure. If a unit owner acquires title to a Condominium parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the unit owner shall be liable for all assessments which come due while such owner retains title to the parcel. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. No owner or acquirer of title to a Condominium parcel by foreclosure (or by a deed in lieu of foreclosure) may during his or her period of ownership, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees upon request current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the most recent financial report or financial statement of the Association.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

- (A) Any delinquency of sixty (60) days or longer in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified number or percentage of mortgage holders.

21. DEVELOPER'S RIGHTS AND DUTIES. Notwithstanding any other provision of this Declaration, so long as the Developer or any successor in interest to the Developer holds any units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, neither the unit owners nor the

Association, nor their use of the Condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of units. The Developer may make any use of the unsold units and the common elements as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of a sales office, display of signs, leasing units, and showing the units for sale to prospective purchasers.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any successor developer without the consent of any other unit owner or any holder of a mortgage secured by any unit. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.

21.3 Amendments by Developer. The Developer has the right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, and without any requirement of securing the consent of any unit owner, the Association, or the owner and holder of any lien encumbering a Condominium parcel.

21.4 Sales of Units. The Developer shall have the right to sell or transfer any unit owned by it to any person, on such terms and conditions as it deems in its own best interest.

21.5 Transfer of Association Control. When unit owners other than the Developer elect a majority of the Directors, the Developer relinquishes control of the Association, and the unit owners simultaneously assume control. At that time the Developer shall deliver to the Association all property of the unit owners, and of the Association, held or controlled by the Developer, and all items and Documents that the Developer is required to turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer before the above-mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it becomes the affirmative obligation of unit owners other than the Developer to elect Directors and assume control. Provided at least sixty (60) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with the resignations, if unit owners other than the Developer refuse or fail to assume control.

21.6 Developer's Rights. As long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (A) Any amendment of the Condominium Documents which would adversely affect the Developer's rights.
- (B) Any assessment of the Developer as a unit owner for capital improvements.

- (C) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of units.

22. AMENDMENT OF DECLARATION. Except as otherwise provided herein as to amendments made by the Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the owners of one-fourth (1/4th) of the units.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose. Prior to the assumption of control of the Association by unit owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors.

22.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

22.5 Proviso. An amendment to this Declaration may change the configuration or size of any unit in a material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, only if the record owner of the unit, his or her institutional mortgagee, if any, and the owners of at least a majority of the units, consent to the amendment. This proviso does not apply to changes in ownership shares necessitated by condemnation or a taking by eminent domain under Section 17, above.

22.6 Amendment of Provisions Relating to Developer. As long as the Developer holds any units in the Condominium for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's written consent.

23. MISCELLANEOUS.

23.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

23.2 Applicable Statutes. The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it exists on the date of recording this Declaration in the Public Records of Collier County, Florida.

23.3 Conflicts. If there is a conflict between any provision of this Declaration and the Commons Documents or the Condominium Act, the Commons Documents or the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

23.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

23.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in any of the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

23.6 Headings. The headings used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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

VANDERBILT PARTNERS II, LTD.,
a Florida limited partnership

By: CG&S Investors, Inc., a Michigan corporation, as sole general partner

By: Keith A. Sharpe, Vice President

Isabelle Hart
Witness #1

Isabelle Hart
Printed Name of Witness #1

Thomas G. Neumathy
Witness #2

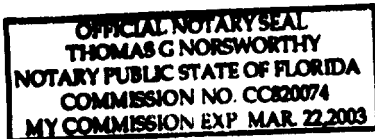
THOMAS G. NEUMATHY
Printed Name of Witness #2

STATE OF FLORIDA)

)§§

COUNTY OF COLLIER)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19th day of September, 2001, by Keith A. Sharpe, as Vice President of CG&S Investors, Inc., a Michigan corporation, as sole general partner of VANDERBILT PARTNERS II, LTD., a Florida limited partnership, on behalf of said partnership, who ✓ is personally known to me.



Thomas G. Norsworthy
Notary Public

THOMAS G. NORSWORTHY
Printed Name of Notary Public

My Commission Expires:

f:\data\wd_real\signature\dunes\seagrave\declaration of condominium.doc



JOINDER AND CONSENT

This Joinder and Consent is given this 22nd day of August, 2001, by Comerica Bank, a Michigan banking corporation ("Mortgagee"), as being the owner and holder of that certain Mortgage given by Vanderbilt Partners II, Ltd., a Florida limited partnership, ("Mortgagor"), recorded in Official Records Book 2534, at Page 1190, as modified by that certain Modification of Mortgage and Notice of Future Advance recorded in Official Records Book 2735, at Page 851, both of the Public Records of Collier County, Florida.

Whereas, for good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagee has been requested to join in and consent to the recording of the Declaration of Condominium of Sea Grove at The Dunes, a Condominium ("Declaration")

Now, therefore, Mortgagee hereby consents to and joins in the recordation of such Declaration.

Mortgagee makes no warranty or representation of any kind or nature concerning the Declaration, any of its terms and provisions, or the legal sufficiency thereof, and disavows any development of The Dunes of Naples and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of The Dunes of Naples. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage, any of the loan documents evidencing or securing the loan secured by the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

COMERICA BANK,
a Michigan banking corporation

By: Traci Thomas
Traci Thomas, as Vice President

(Corporate Seal)

Witness #1

Leslie K Kemp

Printed Name of Witness #1

Witness #2

Susan K. [Signature]

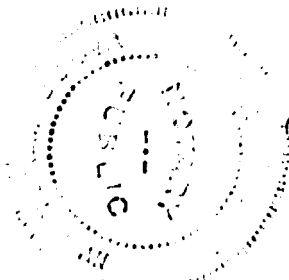
Printed Name of Witness #2

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
COMERICA INCORPORATED

(112) X0250981
S. L. [Signature]

STATE OF MICHIGAN)
)§§
 COUNTY OF WAYNE)

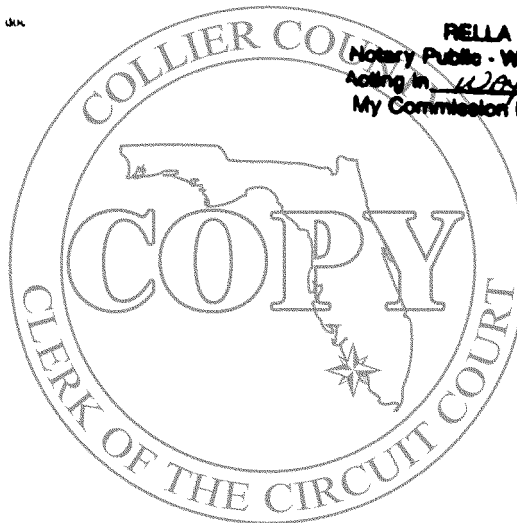
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 30th day of August, 2001, by Traci Thomas, as Vice President of Comerica Bank, a Michigan banking corporation, on behalf of said corporation, who is personally known to me.



(Notary Seal)

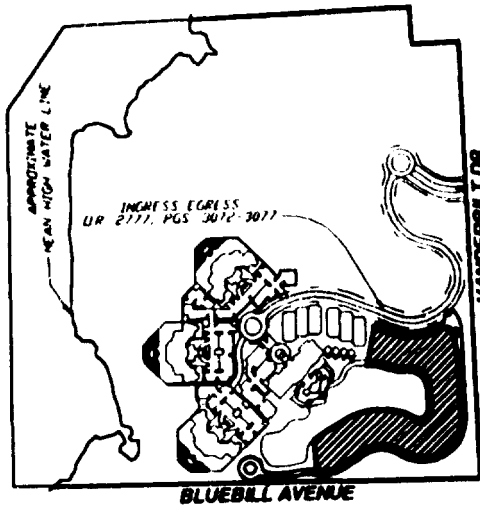
Rella L. May
 Notary Public - State of Michigan
RELLA L. May
 Typed, stamped, or Printed Name of Notary
 My Commission Expires: 5/31/2004

f:\dashed\test\signature\shines\condo-jouder-1.doc



RELLA L. MAY
 Notary Public - Wayne County, MI
 Acting in WAYNE Co., MI
 My Commission Exp. 05/31/2004

SEA GROVE AT THE DUNES, A CONDOMINIUM



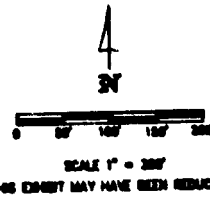
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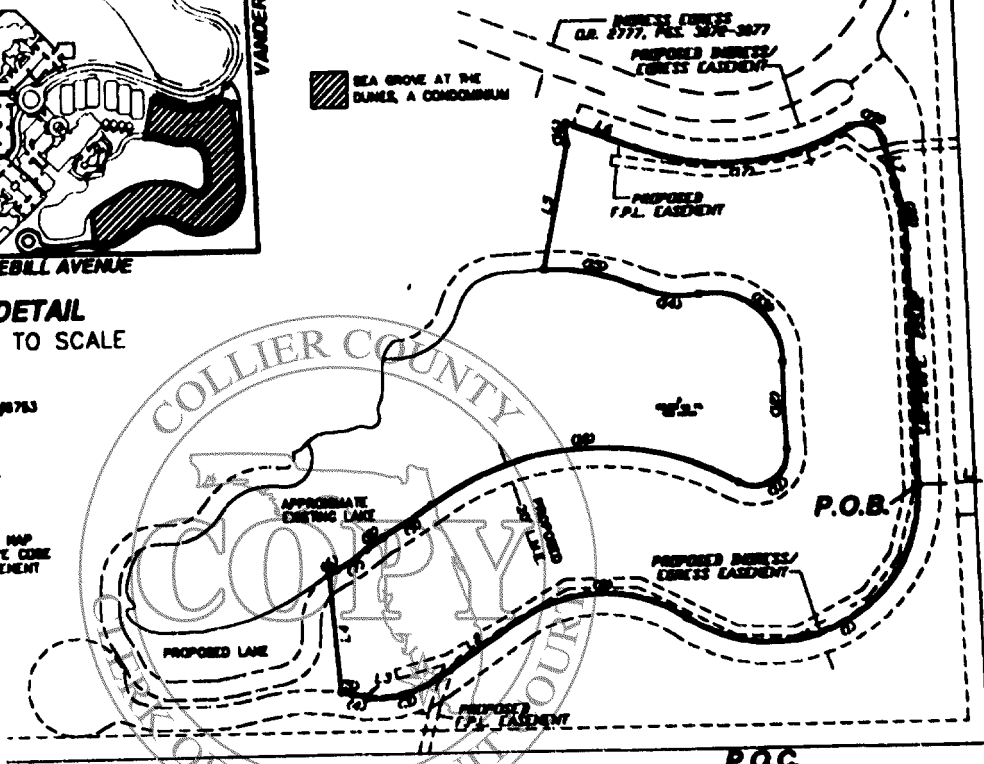
- SLR. SET 5/4" FROM ROD L.S. #1763
- SEC. SECTION
- TWP. TOWNSHIP
- RNG. RANGE
- P.O.B. POINT OF BEGINNING
- P.A.C. POINT OF COMMENCEMENT
- P.B. PLAT BOOK
- P.S. PAGE
- RD. RIGHT OF WAY
- FED. FLOOD INSURANCE RATE MAP
- F.A.C. FLORIDA ADMINISTRATIVE CODE
- L.A.E. LAKE MAINTENANCE EASEMENT
- N.T.S. NOT TO SCALE

LINE TABLE

Line	Bearing	Distance
1	S 87° 00' 00" W	100.00'
2	S 87° 00' 00" W	100.00'
3	N 87° 00' 00" E	100.00'
4	N 87° 00' 00" E	100.00'
5	S 87° 00' 00" W	100.00'
6	S 87° 00' 00" W	100.00'



SEA GROVE AT THE DUNES, A CONDOMINIUM



SOUTH LINE OF THE SOUTHEAST 1/4 OF
SEC. 20, TWP. 48 S., RNG. 25 E.

BLUEBILL AVENUE

LEGAL DESCRIPTION

SEE ATTACHED SHEETS 2, 3 & 4 OF 4
FOR LEGAL DESCRIPTION.

NOTES:

- 1) BOUNDARY SHOWN HEREON REFER TO AN ASSURED BOUNDARY OF SURVEYOR'S, ALONG THE SOUTH LINE OF SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.
- 2) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3) BOUNDARY SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL NAMED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) THIS PROPERTY IS LOCATED IN FLOOD ZONE AS HAVING A BASE FLOOD ELEVATION OF 11.0 M.G.T.D. AND 12.0 M.G.T.D. PER F.I.R.M. (FLOOD INSURANCE RATE MAP) DATED AUGUST 2, 1982.
- 6) IMPROVEMENTS SUCH AS BUILDINGS, PAVEMENT AND UTILITIES NOT SHOWN ON OR THIS SURVEY. REFER TO PLAT PLAN.

THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315
3/27/00

REVISED CONDOMINIUM BOUNDARY 03/18/01
REVISED SURVEY 17 AND DISTANCE 03/18/01

CURVE TABLE

LINE	BEARING	ANGLE	TANGENT	CHORD	CHORD BEARING
1	S 87° 00' 00" W	333.45°	100.00'	100.00'	S 87° 00' 00" W
2	S 87° 00' 00" W	333.45°	100.00'	100.00'	S 87° 00' 00" W
3	N 87° 00' 00" E	333.45°	100.00'	100.00'	N 87° 00' 00" E
4	N 87° 00' 00" E	333.45°	100.00'	100.00'	N 87° 00' 00" E
5	S 87° 00' 00" W	333.45°	100.00'	100.00'	S 87° 00' 00" W
6	S 87° 00' 00" W	333.45°	100.00'	100.00'	S 87° 00' 00" W

CERTIFICATION:

I, SURVEYOR, HEREBY CERTIFY THAT THE CONDOMINIUM SURVEY OF THE HEREIN DESCRIBED PROPERTY WAS COMPLETED UNDER MY SUPERVISION AND CHARGE ON 03/27/00. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, IN CHAPTER 460-9, F.A.C. PURSUANT TO SECTION 460.07, FLORIDA STATUTES.

[Signature]
BARRY A. BERRY, SURVEYOR OF FLORIDA (L.S. #1763)
BERRY SURVEYING & MAPPING, INC. (L.S. #1763)

CONDOMINIUM SURVEY

SHEET 1 OF 4

8x11x15 "4"

BBLs
SURVEYORS & MAPPERS INC.
 1502-A RAIL HEAD BLVD.
 NAPLES, FLORIDA 34110
 TEL. 941-597-1315
 FAX 941-597-5207

**SEA GROVE AT THE DUNES,
 A CONDOMINIUM**

LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE N.02°12'00"W., ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 373.81 FEET; THENCE S.87°48'00"W., A DISTANCE OF 110.49' FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 159.50 FEET, A CENTRAL ANGLE OF 127°02'18", A CHORD BEARING OF S.61°19'09"W., AND A CHORD LENGTH OF 285.53 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 353.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 158.50 FEET, A CENTRAL ANGLE OF 69°42'47", A CHORD BEARING OF S.89°58'55"W., AND A CHORD LENGTH OF 181.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 192.85 FEET, THENCE S.55°07'31"W., A DISTANCE OF 103.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 116.50 FEET, A CENTRAL ANGLE OF 40°29'43", A CHORD BEARING OF S.75°22'23"W., AND A CHORD LENGTH OF 80.64 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 82.34 FEET; THENCE N.15°15'00"W., A DISTANCE OF 2.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 114.50 FEET, A CENTRAL ANGLE OF 07°15'14", A CHORD BEARING OF N.80°22'13"W., AND A CHORD LENGTH OF 14.49 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 14.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 202.50 FEET, A CENTRAL ANGLE OF 03°26'37", A CHORD BEARING OF N.78°27'55"W., AND A CHORD LENGTH OF 12.17 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 12.17 FEET; THENCE N.05°07'42"W., A DISTANCE OF 128.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 08°39'54", A CHORD BEARING OF N.61°03'11"E., AND A CHORD LENGTH OF 9.82 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 9.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 129.37 FEET, A CENTRAL ANGLE OF 17°04'35", A

CHORD BEARING OF N.56°50'51"E., AND A CHORD LENGTH OF 38.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 38.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 99.61 FEET, A CENTRAL ANGLE OF 12°42'15", A CHORD BEARING OF N.54°38'57"E., AND A CHORD LENGTH OF 22.04 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 22.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 06°07'43", A CHORD BEARING OF N.57°55'32"E., AND A CHORD LENGTH OF 61.48 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 61.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 64°18'03", A CHORD BEARING OF N.87°00'09"E., AND A CHORD LENGTH OF 329.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 347.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 124°25'45", A CHORD BEARING OF N.56°56'18"E., AND A CHORD LENGTH OF 61.93 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 76.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 898.25 FEET, A CENTRAL ANGLE OF 06°02'51", A CHORD BEARING OF N.02°15'10"W., AND A CHORD LENGTH OF 94.77 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 94.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.01 FEET, A CENTRAL ANGLE OF 100°35'37", A CHORD BEARING OF N.50°12'35"W., AND A CHORD LENGTH OF 115.42 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 131.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 106.00 FEET, A CENTRAL ANGLE OF 35°13'40", A CHORD BEARING OF N.82°53'40"W., AND A CHORD LENGTH OF 64.15 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 65.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 26°20'47", A CHORD BEARING OF N.78°27'15"W., AND A CHORD LENGTH OF 104.83 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 105.76 FEET; THENCE N.10°55'12"E., A DISTANCE OF 139.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 73.09 FEET, A CENTRAL ANGLE OF 17°34'59", A CHORD BEARING OF N.01°39'21"W., AND A CHORD LENGTH OF 22.34 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 22.43 FEET; THENCE S.69°18'25"E., A DISTANCE OF 80.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING: A RADIUS OF 268.50 FEET, A CENTRAL ANGLE OF 50°33'50", A CHORD BEARING OF N.85°24'40"E., AND A CHORD LENGTH OF 229.34 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 236.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 24.50 FEET, A CENTRAL ANGLE OF 103°57'48", A CHORD BEARING OF S.67°53'21"E., AND A CHORD LENGTH OF 38.60 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 44.46 FEET; THENCE S.15°54'27"E., A DISTANCE OF 49.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 299.50 FEET, A CENTRAL ANGLE OF 13°42'27", A CHORD

BEARING OF S.09°03'14"E., AND A CHORD LENGTH OF 71.48 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 71.65 FEET; THENCE S.02°12'00"E., A DISTANCE OF 255.02 FEET TO THE POINT OF BEGINNING, PARCEL CONTAINS 4.30 ACRES, MORE OR LESS.

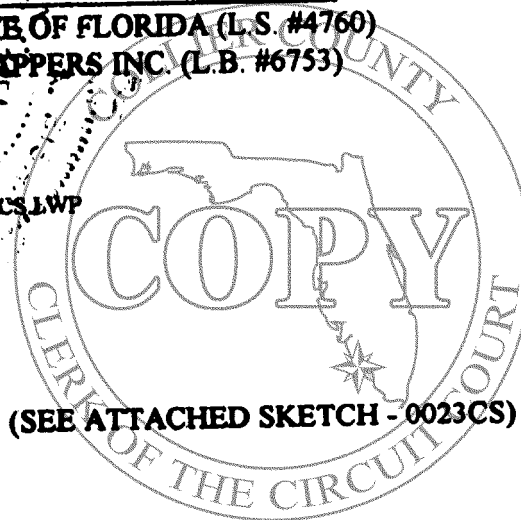
BEARINGS REFER TO AN ASSUMED BEARING OF N.89°52'20"W. ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY FLORIDA

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.


09/06/01
BRETT A. BISHOP, STATE OF FLORIDA (L.S. #4760)
BBL'S SURVEYORS & MAPPERS INC. (L.B. #6753)

PROOFED BY BAB
REVISED 09/06/01

STATION 6-C: LEGAL S002310023CS LWP



(SEE ATTACHED SKETCH - 0023CS)

**BBLs
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TEL. 941-597-1315
FAX 941-597-5207**

**SEA GROVE AT THE DUNES,
A CONDOMINIUM
BUILDING 1**

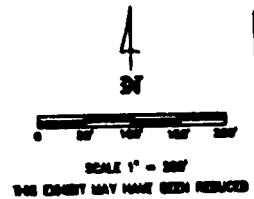
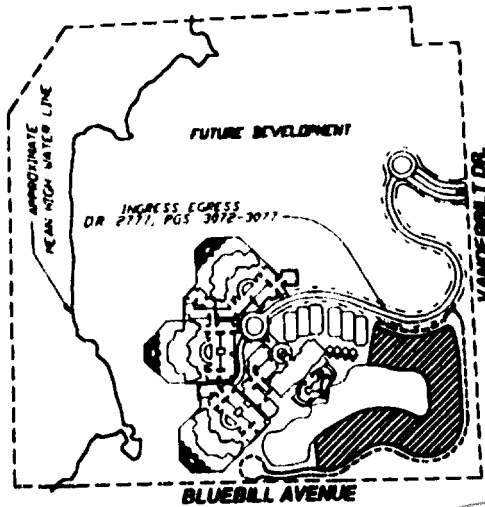
SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING SEA GROVE AT THE DUNES, A CONDOMINIUM, BUILDING 1, IS SUBSTANTIALLY COMPLETE SO THAT THE ATTACHED MATERIALS TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. THE UNDERSIGNED CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES SERVICES, AND ACCESS TO THE UNITS AND COMMON ELEMENTS OF BUILDING 1, HAVE BEEN SUBSTANTIALLY COMPLETED.


BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLs SURVEYORS & MAPPERS INC., (L.B. #6753)

(STATION 6L LEGAL002)BICRT.LWP)

SEA GROVE AT THE DUNES, A CONDOMINIUM

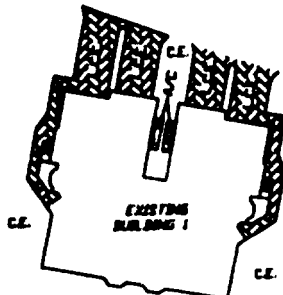
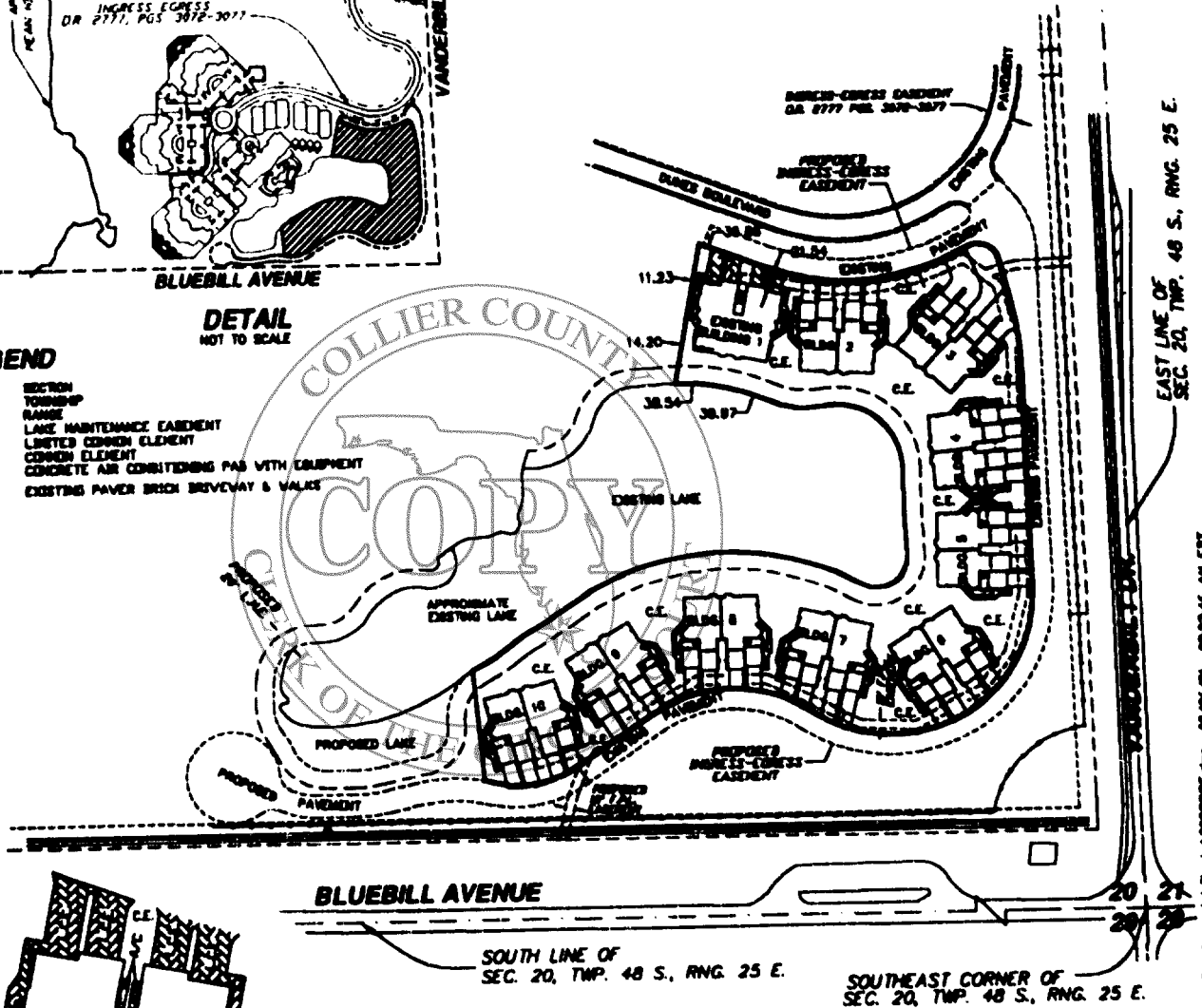


SEA GROVE AT THE DUNES, A CONDOMINIUM

LEGEND

SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
L.N.E.	LAKE MAINTENANCE EASEMENT
C.E.	LIBERTY COMMON ELEMENT
C.E.	COMMON ELEMENT
A/C	CONCRETE AIR CONDITIONING PAD WITH EQUIPMENT
	EXISTING PAVED BRICK DRIVEWAY & WALKS

DETAIL
NOT TO SCALE



**BUILDING 1
DETAIL:**
NOT TO SCALE

THIS INSTRUMENT PREPARED BY:
BLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 587-1315
8/12/01

NOTES:

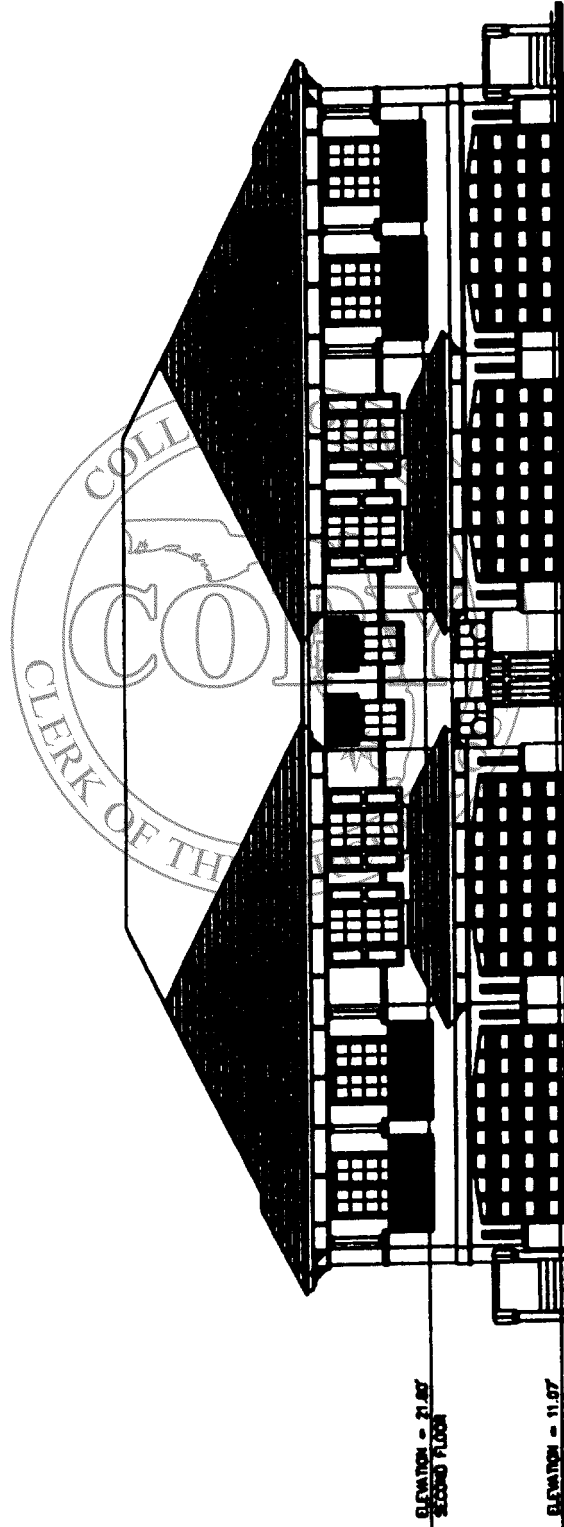
- 1) ALL IMPROVEMENTS AND EASEMENTS SHOWN HEREIN ARE PROPOSED AS OF THE DATE OF THIS DRAWING UNLESS OTHERWISE NOTED.
- 2) IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
- 3) REFER TO THE CONDOMINIUM SURVEY, ERIEPLAN, AND PLANS FOR ADDITIONAL INFORMATION.

PLOT PLAN

REVISED AND FINAL IMPROVEMENTS (SHEETS 20) 08/01/01

EXHIBIT 11B

SEA GROVE AT THE DUNES, A CONDOMINIUM



ELEVATION - 21.87
SECOND FLOOR

ELEVATION - 11.87
FIRST FLOOR

ELEVATIONS SHOWN HEREON ARE
MEASURED ON 06/17/01

ELEVATIONS SHOWN HEREON
ARE NATIONAL GEODETIC
VERTICAL DATUM OF 1929



SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED

BUILDING #1 FRONT ELEVATION

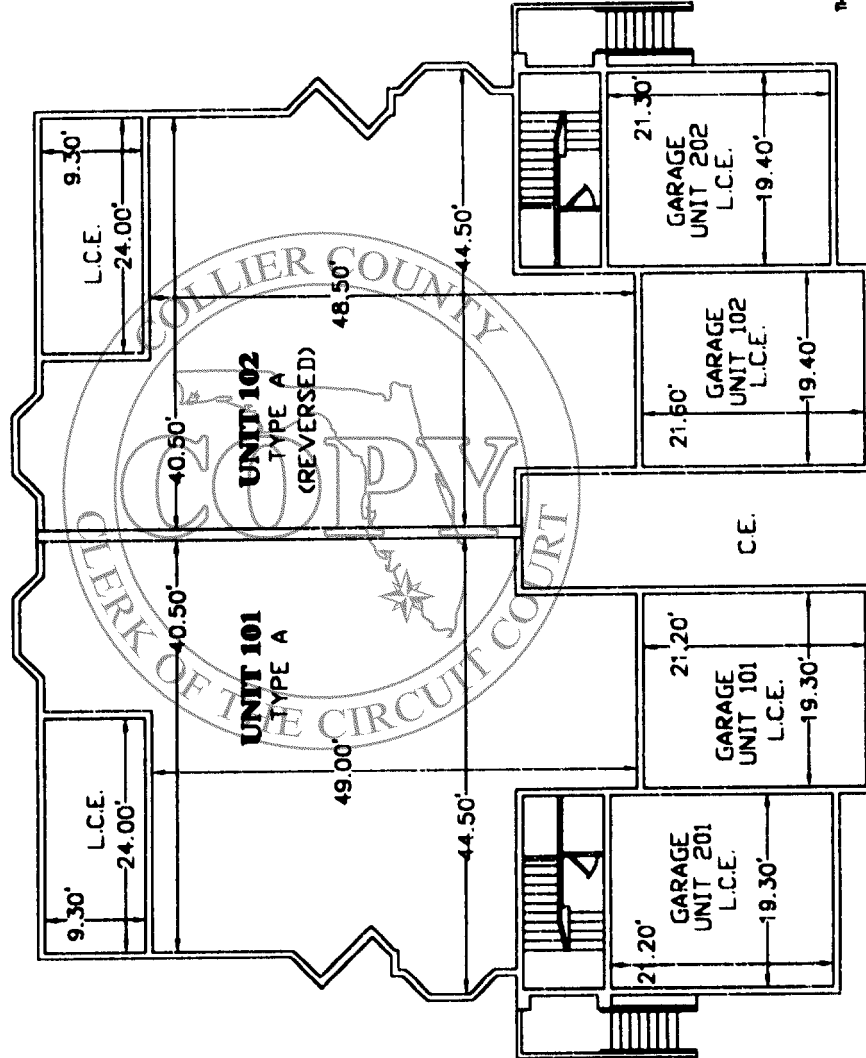
NOTES:

FLOOR TO CEILING HEIGHT - 8' - 1" EXCEPT
AT SHIPPED CEILING AREAS 7' - 8"
CEILING HEIGHTS PROVIDED BY: ARCHITECTS CONSULTING, INC.
ARCHITECTURAL DESIGN PROVIDED BY: ARCHITECTS CONSULTING, INC.
ALL DIMENSIONS SHOWN HEREON ARE INTERIOR DIMENSIONS ONLY
UNIT DIMENSIONS MAY BE DETERMINED USING THE BAY SCALE

THIS INSTRUMENT PREPARED BY:
BOLS SURVEYORS & MAPPERS INC.
1802-A PALM BEACH BLVD.
NAPLES, FLORIDA 34110 (841) 887-1515
06/25/01

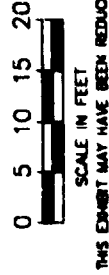
EXHIBIT 137

SEA GROVE AT THE DUNES, A CONDOMINIUM



FINISHED FLOOR ELEVATION = 11.07
DIMENSIONS SHOWN HEREON WERE
MEASURED ON 08/17/01

ELEVATIONS SHOWN HEREON
ARE NATIONAL GEODETIC
VERTICAL DATUM OF 1929



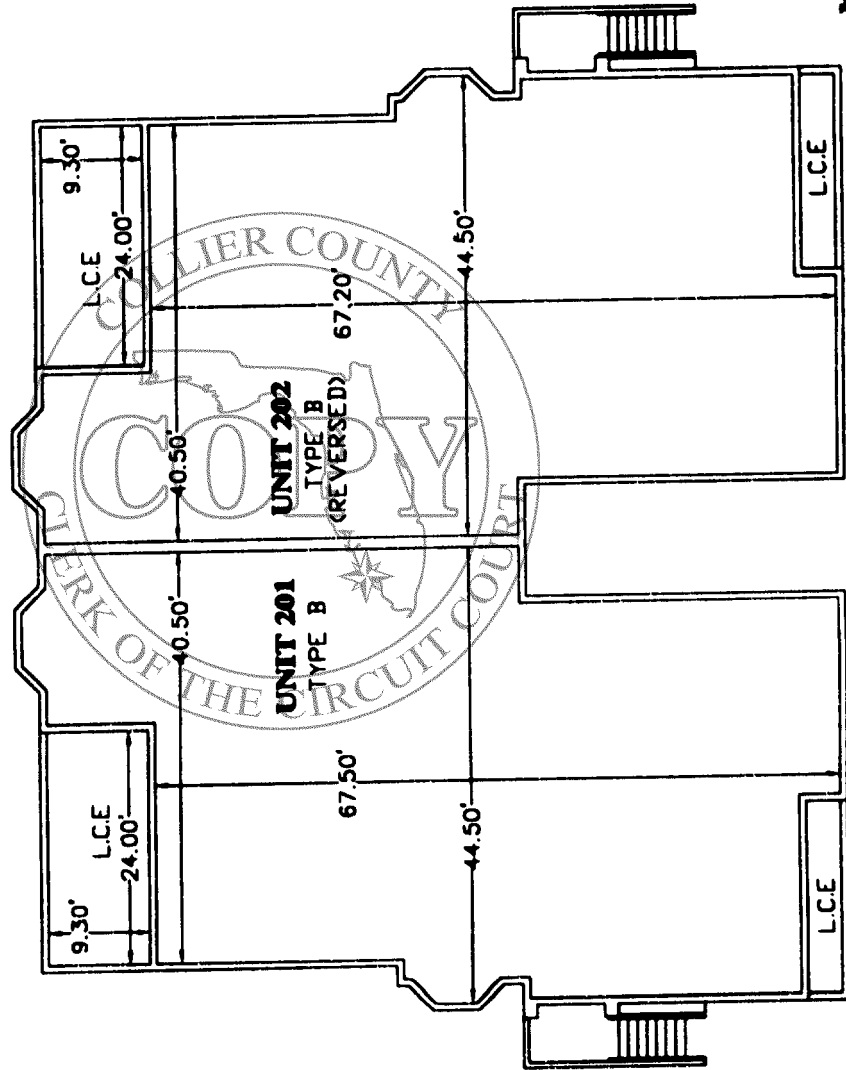
NOTES:

- C.E. = COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT
- FLOOR TO CEILING HEIGHT = 8' - 1" EXCEPT AT DROPPED CEILING AREAS 7' - 8"
- CEILING HEIGHTS PROVIDED BY: ARCHITECTS CONSORTIUM, INC.
- ARCHITECTURAL DESIGN PROVIDED BY: ARCHITECTS CONSORTIUM, INC.
- ALL DIMENSIONS SHOWN HEREON ARE INTERIOR DIMENSIONS ONLY
- UNIT DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE

BUILDING #1 FIRST FLOOR

THIS INSTRUMENT PREPARED BY:
BBL SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (841) 587-1315
9/22/01

SEA GROVE AT THE DUNES, A CONDOMINIUM



ELEVATIONS SHOWN HEREON
ARE NATIONAL GEODETIC
VERTICAL DATUM OF 1929

0 5 10 15 20
SCALE IN FEET
THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
FLOOR TO CEILING HEIGHT = 8' - 0" EXCEPT
AT DROPPED CEILING AREAS 7' - 6"
CEILING HEIGHTS PROVIDED BY: ARCHITECTS CONSULTING, INC.
ARCHITECTURAL DESIGN PROVIDED BY: ARCHITECTS CONSULTING, INC.
ALL DIMENSIONS SHOWN HEREON ARE EXTERIOR DIMENSIONS ONLY
UNIT DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE

THIS INSTRUMENT PREPARED BY:
BBL & SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (813) 597-1315
08/21/01

BUILDING #1 SECOND FLOOR

State of Florida



Department of State

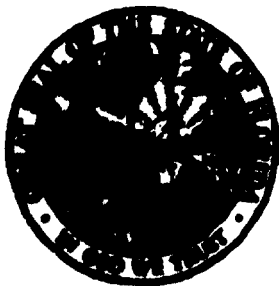
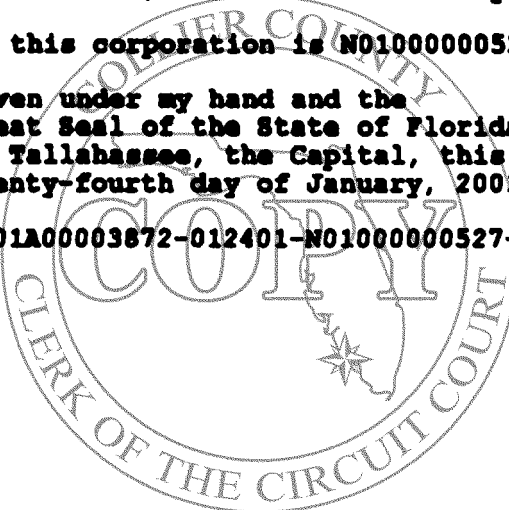
I certify the attached is a true and correct copy of the Articles of Incorporation of SEA GROVE AT THE DUNES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 24, 2001, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N01000007740. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000000527.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of January, 2001

Authentication Code: 801A00003872-012401-N01000000527-1/1



CRS8022 (1-89)

Katherine Harris

Katherine Harris
Secretary of State

OR: 2895 PG: 0499